# LeadImpact Advertising Network Terms and Conditions

**1. INTRODUCTION:**

**Lead Impact, LLC and its subsidiaries and affiliated entities (collectively, "Lead Impact") provide you access to the Lead Impact Advertising System (defined below) subject to your compliance with these Terms and Conditions (this "Agreement"). In this Agreement, "you" and "your" refer to the Advertiser or Agency referred to in an Insertion Order that references this Agreement. For the purposes of the remainder of this Agreement, the term "Advertiser" shall also include, and refer to, Agency, if the applicable Insertion Order was signed by such. Please read this Agreement carefully. By enrolling as an Advertiser, you agree to be bound by this Agreement, whether you or your principal are acting on your behalf or on behalf of a third party, including an advertiser, and that if you are acting on behalf of a third party, that you have authority to act on behalf of that third party and that they have agreed to be subject to and to abide by the terms of this Agreement. You further agree that any of your agents, representatives, employees, or any person or entity acting on your behalf with respect to the use of the Lead Impact Advertising System will be subject to and will abide by this Agreement.**

**2. USE:**

**For purposes of this Agreement, the "Lead Impact Advertising System" includes the process by which you select "Targets" (keyword, URL, category, and/or any other targeting mechanism offered by Lead Impact) and by which, when such Targets are subsequently indicated by an Internet browser search performed by a "Lead Impact User" (any individual who has installed the Lead Impact Search Assistant, Seekmo Search Assistant, Spam Blocker Utility Search Assistant, or the Hotbar Search Assistant, or any other proprietary software as may be currently owned and offered by Lead Impact), an "Advertising Message" (as defined below) specified by you will be displayed. As specified in an applicable Insertion Order, an Advertising Message may consist of (a) an advertisement hosted either by Lead Impact on your behalf, or by you on your behalf, which may appear on a Lead Impact website; in a Lead Impact toolbar; in a temporary, branded window that slides up from (e.g.) the system tray located at the bottom corner of the Lead Impact User's screen; via a separate browser window that opens on the Lead Impact User's computer desktop; or (in the case of Lead Impact Users who have downloaded software offered through Lead Impact subsidiaries Hotbar.com, Inc. or Spam Blocker Utility Inc.) an icon placed on the Lead Impact User's computer desktop; or (b) the launch of a Web site that you designate in a separate browser window on the Lead Impact User's computer screen. Your Advertising Message may be displayed as a result of the Target that you have selected as well as certain misspellings, singular/plural combinations, and other related terms or URLs that include your Target. In some instances, an Advertising**

Message is placed based on bids by Advertisers for certain Targets.

3. NO GUARANTEED PLACEMENT:

Lead Impact does not guarantee that your Advertising Messages will be available through any part of the Lead Impact Advertising System and you understand that Lead Impact reserves the right to not place your Advertising Messages and/or discontinue placing your Advertising Messages within the Lead Impact Advertising System.

4. MINIMUM BID:

Depending on the type of Advertising Message specified in the applicable Insertion Order, your listings in the Lead Impact Advertising System may subject to Lead Impact current minimum bid and minimum cost requirements; if your cost per unit is outbid by other advertisers, or your bid is lower than the current minimum bid for any Target, your Advertising Message may not be shown.

5. PAYMENT:

You agree to pay Lead Impact all applicable charges to your account in United States dollars, in accordance with the terms of the program and/or payment plan you selected and identified in the applicable Insertion Order, including all applicable taxes (if any), in accordance with billing terms in effect at the time the charges becomes payable. If you have chosen a payment plan that provides for a fixed maximum payment per month, you understand and agree that if your charges equal or exceed your monthly maximum payment, then your Advertising Messages will be removed from the Lead Impact Advertising System for the remainder of that month. When paying by credit card, you may pay Lead Impact only with Visa, MasterCard, or American Express. You agree and represent that all information you provide for the purpose of enrolling as an Advertiser will be accurate, complete, and current. Your right to access your Lead Impact Advertising System account is subject to any limits established by Lead Impact. Lead Impact reserves the right to either suspend or terminate your Lead Impact Advertising System account if: (a) you fail to make payment on time; (b) you are pre-paying by wire, but fail to replenish funds to your account after your account reaches a zero balance; or (c) payment cannot be charged to your credit/charge/debit card, for whatever reason, or if there is a chargeback for any reason, or if your financial institution rejects our charge to your credit/charge/debit card, or if you exceed your monthly maximum payment. Suspension or termination includes, but is not limited to, removal of your Advertising Messages from the Lead Impact Advertising System. In the event you are past due in payment of any invoice, all amounts owing as of that date will become immediately due and payable. Payment is late for any balances not received according to the payment terms indicated on the applicable Insertion Order. A late charge on all outstanding balances will be assessed at the lower of 1.5% or the maximum allowed by law for each month in which the balance remains unpaid. You must submit any claims or disputes you may have with respect to any charge to your account in writing to Lead Impact within 60 days of such charge; otherwise such claim or dispute will be waived and such charge will be final and not subject to challenge. In the event of any failure by you to make payment, you will be responsible for all reasonable expenses (including attorneys' fees and costs paid to outside counsel and reimbursement for in-house counsel time at rates equal to counsel's then-current fully-allocated compensation and overhead) incurred by Lead Impact in collecting such amounts. Please see Section 19 ("Refunds") for information regarding our refund policy.

6. AUTOMATIC DEPOSIT:

If you enroll in the Automatic Deposit Plan, then you authorize Lead Impact to automatically charge your credit card for the amount specified on the enrollment form whenever your account drops below a positive balance of $10.00. You understand that you will receive e-mail notification after each such transaction to notify you that your account has been replenished. Such charges will appear on your monthly credit card statement. Lead Impact reserves the right to terminate this payment plan and/or your participation therein at any time. You also understand that you may elect at any time to discontinue your enrollment in this plan by modifying your selection and billing option within the Lead Impact Advertising System. Unless you discontinue your enrollment in this plan, you understand that this authorization is valid until the termination of this Agreement or until your credit card expires.

7. MONTHLY FIXED PAYMENTS:

If you enroll in the Monthly Fixed Payments Plan, then you authorize Lead Impact to automatically charge your credit card each month up to the maximum amount specified on the enrollment form. You agree that the amount charged to your credit card will be equivalent to your monthly budget less any credits remaining from the prior month. You understand that you will receive e-mail notification from Lead Impact at the beginning of each month to notify you of the amount your credit card has been charged to replenish your account. Such charges will appear on your monthly credit card statement. You understand that your Lead Impact account may be suspended for the remainder of the month in which your account exceeds your budget amount. Lead Impact reserves the right to terminate this payment plan and/or your participation therein at any time. You also understand that you may elect at any time to discontinue your enrollment in this plan by modifying your selection and billing option within the Lead Impact Advertising System. Unless you discontinue your enrollment in this plan, you understand that this authorization is valid until the termination of this Agreement or until your credit card expires.

8. ACCESS:

For purposes of this Agreement, all Web pages owned or operated by or on behalf of Lead Impact are referred to in this Agreement as the "Lead Impact Web Sites." You are authorized to access the Lead Impact Web Sites solely to manage your advertising accounts. You agree that you will not use the Lead Impact Web Sites or any content therein for any other purpose and that you will not disseminate or distribute any pricing or performance information. Your right to access your Lead Impact Advertising System account and the Lead Impact Web Sites is personal to you and non-assignable and is subject to any limits established by Lead Impact. You agree that you will not use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access your account with Lead Impact or to monitor or copy any Lead Impact Web Site or the content contained therein, except those automated means expressly made available by Lead Impact, if any, or authorized in advance and in writing by Lead Impact (for example, Lead Impact-approved third-party tools and services).

9. ADVERTISER'S RESPONSIBILITIES:

You are responsible for understanding the process and workings of the Lead Impact Advertising System and for adherence to the Lead

Impact Advertiser Code of Conduct, located athttp://www.leadimpact.com/about/legal/codeofconduct.aspx. You are solely responsible for the selection of all Targets and for the content of your Advertising Messages, including the content of Web pages to which your Advertising Messages link. You are responsible for handling all inquiries relating to your Advertising Messages. You are responsible for storing and delivering your Advertising Messages on your behalf unless otherwise specified in the applicable Insertion Order. You agree never to alter any Lead Impact ad placement tags so as to include any personally-identifiable or sensitive information of any visitors in such tags. You represent that, in connection with any information you submit regarding your Lead Impact account, you have read and will conform to Lead Impact's then-current Privacy Policy as it appears on the Lead Impact Web Sites. You agree that Advertising Messages provided to Lead Impact and/or delivered on your behalf, and your other promotional and marketing activities in connection with your Advertising Messages, will not be deceptive, misleading, obscene, sexually explicit, defamatory, illegal, unethical, for products or services competitive with Lead Impact's products and services, or for products that may interrupt Lead Impact's functionality. Without limiting the foregoing, your Advertising Messages will not be for products, services, or companies in the following categories or fields: (1) anti-spyware/anti-adware programs, (2) software displaying contextual pop-up ads to its users, (3) browser plug-in toolbars, (4) e-mail customization software, or (5) emoticons. Lead Impact is not responsible for anything regarding Web sites that you operate or any Web sites that you designate or link to ("your Web Sites"), including, but not limited to, maintenance of your Web Sites, order entry, customer service, payment processing, shipping, cancellations, or returns. You represent and warrant that all information and content in the Advertising Message itself or through any of your Web Sites (i) does not violate any law or regulation; (ii) does not infringe any copyright, patent, trademark, trade secret, or other intellectual property right of any third party; (iii) does not breach any duty toward or rights of any person or entity including, without limitation, rights of publicity or privacy, and has not otherwise resulted in any consumer fraud, product liability, tort, breach of contract, injury, damage, or harm of any kind to any person or entity; (iv) is not false or misleading; and/or (v) is neither defamatory, libelous, offensive, slanderous, or threatening.

10. VIOLATIONS OF LEADIMPACT ADVERTISER CODE OF CONDUCT:

You understand and agree that strict compliance with the Lead Impact Advertiser Code of Conduct is at the essence of the relationship between you and Lead Impact. You further agree that damages from breach of the Lead Impact Advertiser Code of Conduct may be difficult to calculate. Accordingly, you agree that if you (either directly through yourself, or through your agent or any third party you represent) violate the Lead Impact Advertiser Code of Conduct (as determined by Lead Impact in its sole discretion), in addition to your indemnification obligations set forth in this Agreement, you will be subject to the following liquidated damages: two times (2x) the amount equal to what you paid or owed during the two (2) months immediately preceding the date of your breach of the Lead Impact Advertiser Code of Conduct. The foregoing shall in no way limit the legal or equitable rights or remedies available to Lead Impact in connection with a violation of the above requirements, or otherwise.

11. LEADIMPACT-CREATED ADVERTISING MESSAGES:

If Lead Impact agrees in the applicable Insertion Order to create Advertising Messages for you, you must provide (a) sufficient information, as requested by Lead Impact, to enable Lead Impact to create the Advertising Messages on your behalf, and (b) timely approval of all Lead Impact-created Advertising Messages. You must fill in the Creative Request Form provided by Lead Impact. You will be permitted to make one round of revisions to each Advertising Message. Thereafter, revisions to each Advertising Message (including

resizing the Advertising Message) will be charged to you at the rate indicated on the applicable Insertion Order. If Lead Impact agrees to third party serving and/or third party creatives, you will provide to Lead Impact in writing, 24 hours in advance, the list of entities the advertising was purchased from and the creative material to be displayed. In any event, Lead Impact reserves the right to approve, reject, or cancel any Advertising Messages or third party creatives at any time for any reason. You represent that you have all rights to all creatives and other material provided to Lead Impact by you or on your behalf. Lead Impact will own all right, title, and interest in and to Advertising Messages created by Lead Impact, including but not limited to the source files of such Advertising Messages and any intellectual property rights that may exist in respect of the content of such Advertising Messages. You are granted a limited license to use such Advertising Messages only under the terms of this Agreement and you are not entitled to use the Advertising Messages (or a substantial part of their contents) in any other manner whatsoever outside of the Lead Impact Advertising System.

12. ACCEPTING LEADIMPACT SUGGESTIONS:

Lead Impact reserves the right to suggest, refuse, or remove any Target or Advertising Message at its discretion at any time. Lead Impact also reserves the right to make minor edits to keywords to ensure proper technological functioning. From time to time (or as part of a particular program), Lead Impact may provide suggestions to you for Targets, or for any other element of an Advertising Message, but the final decision to authorize any suggestion is yours. Ideas provided by Lead Impact are only suggestions, and you are under absolutely no obligation to use such suggestions, nor is Lead Impact liable in any manner for such suggestions. By using a Target that may have been suggested by Lead Impact, you accept the responsibility to ensure that such Target is in compliance with this Agreement, including Section 9 ("Advertiser's Responsibilities"). Lead Impact reserves the right to terminate or suspend your account if you violate any of the terms in this Agreement.

13. CONFIDENTIALITY:

"Confidential Information" means any non-public proprietary information or information that under the circumstances should be understood to be confidential, disclosed by either party to the other, either directly or indirectly, advertently or inadvertently, in writing, orally, or by inspection of tangible objects, other than information that either party can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through a party's action or inaction; or (iii) is in a party's possession, without confidentiality restrictions, at the time of disclosure as shown by a party's files and records immediately prior to the time of disclosure. Neither party will at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, (b) use any Confidential Information, or (c) reproduce or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed or as required by applicable law. Each party agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information will at all times remain the personal property of the disclosing party and all documents, electronic media, and other tangible items containing or relating to any Confidential Information will be delivered to the disclosing party immediately upon such request.

**14. REPRESENTATIONS AND WARRANTIES:**

Each party represents and warrants that it has the authority to enter into and to perform its obligations under this Agreement, and that by doing either or both such party is not and will not (a) breach any obligation, contractual or otherwise, that it has to any third party, (b) violate the Lead Impact Advertiser Code of Conduct, or (c) violate any third party's intellectual property rights.

**15. INDEMNIFICATION/REIMBURSEMENT:**

**15.1 Your Indemnification.**

You hereby agree to indemnify and hold harmless Lead Impact, its affiliates, and their information providers, licensors, licensees, consultants, contractors, agents, officers, directors, attorneys, and employees from any and all liabilities, costs, and expenses, including, without limitation, reasonable attorneys' fees, that may arise from (i) your use of the Lead Impact Advertising System or Lead Impact Web Sites, other than in strict compliance with the terms and conditions of this Agreement, and/or your Web Sites, (ii) any third party lawsuit that claims any information or content in one of your Targets, your Advertising Messages, or a Web site to which the Advertising Message links infringes upon or misappropriates any copyright, patent, trademark, trade secret, or other intellectual property right of any third party, (iii) any breach of the confidentiality obligations of this Agreement, (iv) your breach of the Lead Impact Advertiser Code of Conduct, or (v) any claim that you have violated your contractual obligations with a third party by entering into this Agreement. Without limiting the foregoing, you agree to be solely responsible for payment of damages or losses resulting from the foregoing to a third party and Lead Impact or any other indemnified party. In addition, in matters in which Lead Impact is not an adverse party, you shall pay or reimburse Lead Impact for all reasonable staff time, attorneys' fees and expenses Lead Impact incurs in relation to subpoenas, depositions, discovery demands and other inquiries in connection with suits, proceedings, governmental, legislative or regulatory hearings, investigations or other civil or criminal proceedings in which you are a party, subject, target, or otherwise involved.

**15.2 Lead Impact Indemnification.**

Lead Impact hereby agrees to indemnify and hold you harmless, your affiliates, and their information providers, licensors, licensees, consultants, contractors, agents, officers, directors, attorneys, and employees from any and all liabilities, costs, and expenses, including, without limitation, reasonable attorneys' fees, that may arise from a lawsuit claiming that (i) the Lead Impact Advertising System infringes upon or misappropriates any copyright, patent, trademark, trade secret, or other intellectual property right of any third party, (ii) any breach of the confidentiality obligations of this Agreement, (iii) any breach by Lead Impact of the Lead Impact Advertiser Code of Conduct, or (iv) any claim that Lead Impact has violated its contractual obligations with a third party by entering into this Agreement. Without limiting the foregoing, Lead Impact agrees to be solely responsible for payment of damages or losses resulting from the foregoing to a third party and or any other indemnified party upon settlement or final adjudication of a lawsuit.

**16. WARRANTY DISCLAIMER:**

YOU EXPRESSLY AGREE THAT YOUR USE OF THE LEAD IMPACT ADVERTISING SYSTEM IS AT YOUR OWN RISK. THE LEAD IMPACT

ADVERTISING SYSTEM IS AVAILABLE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. THE LEAD IMPACT ENTITIES DO NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER REGARDING THE LEAD IMPACT ADVERTISING SYSTEM, THE SUCCESS OF YOUR TARGETS AND ADVERTISING MESSAGES AS MEASURED IN ANY WAY, ANY INFORMATION, SERVICES, OR PRODUCTS PROVIDED OR AVAILABLE THROUGH OR IN CONNECTION WITH LEAD IMPACT, THE LEAD IMPACT ENTITIES, AND/OR THE LEAD IMPACT ADVERTISING SYSTEM, OR ANY RESULTS OBTAINED THROUGH THE USE THEREOF. LEAD IMPACT HEREBY DISCLAIMS ON BEHALF OF ITSELF AND THE LEAD IMPACT ENTITIES ANY AND ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION: (1) ANY WARRANTIES AS TO THE AVAILABILITY, ACCURACY, OR CONTENT OF THE LEAD IMPACT ADVERTISING SYSTEM AND/OR INFORMATION, PRODUCTS, OR SERVICES AVAILABLE THROUGH THE LEAD IMPACT ADVERTISING SYSTEM; AND (2) ANY WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

17. LIMITATION OF LIABILITY:

ANY LIABILITY OF LEAD IMPACT OR THE OTHER LEAD IMPACT ENTITIES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR DAMAGES CAUSED OR ALLEGEDLY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, FAILURE OF DELIVERY OF MERCHANDISE, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR UNLAWFUL USE OF RECORDS, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION, WILL BE STRICTLY LIMITED TO THE AMOUNT ALREADY PAID BY YOU TO LEAD IMPACT FOR TARGETS AND PLACEMENT OF ADVERTISING MESSAGES IN THE PRIOR SIX-MONTH PERIOD. IN NO EVENT WILL LEAD IMPACT OR THE OTHER LEAD IMPACT ENTITIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, THE USE OR INABILITY TO USE THE LEAD IMPACT ADVERTISING SYSTEM AND/OR THE SITES THAT THE LEAD IMPACT ADVERTISING SYSTEM LINK TO, OR FOR ANY BREACH OF WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. YOU AGREE THAT YOU WILL NOT HOLD LEAD IMPACT RESPONSIBLE FOR THE SELECTION OR RETENTION OF, OR ANY ACTS, ERRORS, OR OMISSIONS BY, ANY THIRD PARTY IN CONNECTION WITH THE LEAD IMPACT ADVERTISING SYSTEM AND/OR SITES TO WHICH THE LEAD IMPACT ADVERTISING SYSTEM MAY LINK, INCLUDING, WITHOUT LIMITATION, THOSE WITH WHOM LEAD IMPACT CONTRACTS TO OPERATE VARIOUS PORTIONS OF THE LEAD IMPACT ADVERTISING SYSTEM AND THOSE TO WHOM LEAD IMPACT PROVIDES LINKS TO FOR CONTENT, ADVERTISING, OR ANY OTHER TYPE OF DATA OR INFORMATION. EXCEPT FOR YOUR BREACH OF THE LEAD IMPACT ADVERTISER CODE OF CONDUCT, IN NO EVENT WILL YOU BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT. EXCEPT FOR YOUR BREACH OF THE OBLIGATIONS SET FORTH HEREIN, IN NO WAY WILL YOUR LIABILITY TO LEAD IMPACT EXCEED THE AMOUNT ALREADY PAID BY YOU TO LEAD IMPACT FOR TARGETS AND PLACEMENT OF ADVERTISING MESSAGES UNDER THIS AGREEMENT.

18. CANCELLATION OR TERMINATION:

If you are dissatisfied with the Lead Impact Advertising System or with any of the terms and conditions contained in this Agreement, your sole and exclusive remedy is to terminate your Lead Impact Advertising System account. If you signed up on-line, you may cancel

your account and participation in the Lead Impact Advertising System at any time by logging into Lead Impact Advertising System and canceling your account. If you signed an Insertion Order with Lead Impact, you may cancel according to the terms and conditions in the applicable Insertion Order. Notwithstanding anything contained in this Agreement or the applicable Insertion Order to the contrary, Lead Impact may immediately and in its sole discretion suspend or terminate your account, your participation in the Lead Impact Advertising System, and this Agreement, together with the applicable Insertion Order, for any breach of this Agreement by you. Lead Impact may also immediately and in its sole discretion, discontinue your use of any Target or any Advertising Message. All decisions made by Lead Impact in this matter will be final and neither Lead Impact nor the other Lead Impact Entities will have any liability with respect to such decisions. IMPORTANT: CANCELLATION OR TERMINATION MAY NOT ALWAYS ENTITLE YOU TO A REFUND. PLEASE SEE SECTION 19 ("REFUNDS) FOR MORE INFORMATION.

19. REFUNDS:

This section applies to the monies deposited into your account for advertising and the refunding of those monies. You will only receive a refund for amounts not yet charged to your account. You will not receive a refund for any services already provided to you. Refunds will be given for unused funds up to 45 days from the time the funds were deposited. After 45 days, a 20% administration fee will be deducted from unused funds refunded to the advertiser. Monies deposited into an account with no activity for 180 days are forfeit to Lead Impact and will not be refunded. Refunds will be refunded back to the funding card. From time to time you may receive promotional credits into your account. Deposited funds will be used before your promotional funds and promotional funds will not be refunded under any circumstances. Please see Section 5 ("Payment") for more information.

20. NOTICES:

Lead Impact may give general notices to you by posting such notices on the Lead Impact Advertising System or on www.Lead Impact.com or any one of the Lead Impact Web Sites, or by sending via electronic mail to the e-mail address provided by you to Lead Impact. It is your responsibility to ensure that your e-mail address and any other contact information you provide to Lead Impact is current, updated, and correct at all times.

21. CHOICE OF LAW:

This Agreement will be construed and controlled by the laws of the State of California. Any dispute arising from or related to this Agreement, including, without limitation, a breach of this Agreement, will be governed by the laws of the State of California, without regard to its conflict of laws principles. The parties hereby agree to submit to binding arbitration exclusively in San Francisco, California for resolution of all disputes with JAMS / Endispute. Any claim against Lead Impact arising from this Agreement will be adjudicated on an individual basis, and will not be consolidated in any proceeding with any claim or controversy of any other party.

22. OTHER:

This Agreement, together with the Insertion Order that references this Agreement, constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all previous and contemporaneous agreements, proposals,

and communications, written or oral, between you and Lead Impact. If there is a conflict between the Insertion Order and the terms in this Agreement, the terms of the Insertion Order will prevail. Only a written instrument executed by the party waiving compliance may waive the terms or covenants of this Agreement. YOU AGREE THAT ANY TERMS AND CONDITIONS THAT APPLY TO USERS OF YOUR WEB SITES, CLICK-THROUGH TERMS AND CONDITIONS REQUIRED TO LOG IN TO YOUR WEB SITES, OR OTHERWISE, WHETHER CLICKED ON BY LEAD IMPACT PRIOR TO OR AFTER THE START DATE OF THE APPLICABLE INSERTION ORDER, WILL NOT SUPERSEDE, ALTER, OR AFFECT THESE TERMS AND CONDITIONS. If any provision of this Agreement is held or made invalid or unenforceable for any reason, such invalidity will not affect the remainder of this Agreement, and the invalid or unenforceable provisions will be replaced by a mutually acceptable provision that, being valid, legal, and enforceable, comes closest to the original intentions of the parties hereto and has like economic effect. This Agreement is not intended to benefit, nor will it be deemed to give rise to, any rights in any third party, except as specifically set forth in this Agreement. Lead Impact may change this Agreement at any time upon notice published on the Lead Impact Advertising System or any one of Lead Impact's Web sites or by e-mail notification to you. Any use of the Lead Impact Advertising System or any of one of Lead Impact's Web sites after such notice will be deemed to be continued acceptance of this Agreement, including its amendments and modifications. Lead Impact reserves the right to discontinue offering the Lead Impact Advertising System at any time. Lead Impact will have no liability hereunder by reason of any failure or delay in the performance of its obligations on account of strikes, shortages, riots, acts of terrorism, insurrection, fires, flood, storm, explosions, earthquakes, internet outages, computer virus, acts of god, war, governmental action, or any other cause that is beyond Lead Impact's reasonable control. Sections 5, 8, 11, and 15-22, will survive any termination of this Agreement and any other sections that by their nature must survive shall survive.