

SPONSORED SEARCH MANAGED ADVERTISER ACCOUNT AMBASSADOR PROGRAM TERMS

NOTICE: Notwithstanding anything to the contrary set forth in these Program Terms:

- (i) Effective April 29, 2008, we will no longer accept new registrations.
- (ii) Effective July 31, 2008, training and the ability to take the test, as set forth in Sections 3 b. and 3c. below, will cease.
- (iii) Effective July 31, 2008, we will no longer accept any Customer Information nor create any Managed Advertiser Accounts.
- (iv) Effective July 31, 2008, this Program will terminate, except that subject to the Agreement, Representative may continue to use the Ambassador Logo only to exhibit Representative's designation by Yahoo! as an Ambassador, and for no other purpose.

1. CREATION OF ADVERTISER ACCOUNTS. When Representative desires to propose a prospective Advertiser to us, Representative shall promptly deliver to us, in the form specified by us via a dedicated URL provided by us, such Advertiser's name and URL/web address, and any other information required by us (the "**Customer Information**"). All Customer Information is our Confidential Information. We will create an Advertiser account for each such Advertiser that we approve, which approval shall be in our sole discretion ("**Managed Advertiser Account**").

2. REPRESENTATIVE BENEFITS. Provided that Representative fully performs its obligations pursuant to the Agreement without breach, in our discretion we may provide the following to Representative:

a. Ambassador Designation. We may provide Representative with an Ambassador (defined below) logo that may be used only on Representative's website, or in promotional materials developed by Representative, but only as set forth in Section 4 below. In addition, we may from time to time discretion designate Representative as an Ambassador on a Yahoo! Company Website and/or promote Representative as an Ambassador in a Yahoo! newsletter(s) and/or other materials.

b. Ambassador Resources. We may provide sales collateral material and other value-added resources to assist Representative in marketing the Sponsored Search and Content Match[®] Programs to prospective Advertisers.

3. ELIGIBILITY. In addition to all other provisions of the Agreement, for Representative to become and continue to be an Ambassador, Representative must complete the following requirements:

a. **Registration** – Complete the signup form at the URL provided to Representative by us. Unless waived by us or on our behalf by our third-party provider, Kowabunga Technologies, Inc. ("**Kowabunga**"), as part of the registration process you must pay, via credit card to Kowabunga, or other method determined by us, a U.S. \$50 non-refundable registration fee.

b. **Training** - Once registered through the above process, Representative must access and read the online training materials at the URL provided to Representative by us. Representative must follow the instructions therein to view the training materials.

c. **Test/Passing Grade** – After Representative has completed the above-referenced training, Representative must take the examination at the URL provided to Representative by us. Representative must receive a grade of at least 80% (the "**Passing Grade**"). If Representative does not receive a Passing Grade, Representative may take the exam again until Representative receives a Passing Grade, provided however, if Representative does not receive a Passing Grade on or before July 31, 2008, Representative shall not be permitted to become an Ambassador or participate in this Program.

Subject to the Agreement, a Representative that meets the requirements of this Section 3 is an "**Ambassador**". From time to time, we may change or update the requirements set forth in this Section 3.

4. AMBASSADOR LOGO, TRADEMARKS, AND GUIDELINES

a. Subject to Representative's compliance with the Agreement, and the Guidelines for Use of Yahoo! Brand Features located at <http://docs.yahoo.com/info/copyright/guidelines.html>, or such other location we may designate (the "**Yahoo! Brand Guidelines**"), we grant Representative a limited, revocable, non-exclusive, non-assignable, non-transferable, non-sublicensable, royalty-free license during the term of the Agreement to use, only in the United States and English-speaking Canada, the Ambassador Logo. The Ambassador logo is that certain logo which shall be provided to Representative by us specifically for this Program (the "**Ambassador Logo**"). The Yahoo! Brand Guidelines may be modified by us from time to time, in our sole discretion. Representative's use of the

Ambassador Logo does not confer or imply any ownership, goodwill, or other rights in the Ambassador Logo. Representative recognizes the unique value, goodwill, and secondary meaning associated with the Ambassador Logo. Representative acknowledges that all rights, title, and interests in the Ambassador Logo (and as incorporated in or on Representative's website or in connection with use approved by us in writing) and the goodwill pertaining thereto automatically vests in us, Yahoo!, and/or our Affiliates, and at all times will remain owned by and in the name of us and/or our Affiliates. Representative shall not contest the validity of our and/or our Affiliates' ownership of the Ambassador Logo. Representative shall not, in any jurisdiction, adopt, use, register, or apply for registration of, whether as a corporate name, trademark, domain name, service mark, or other indication of origin, the Ambassador Logo, or any word, symbol, device, or combination confusingly similar to the Ambassador Logo.

5. "NO SPAM"

If Representative markets to prospective Advertisers via e-mail, in addition to all other provisions of the Agreement, Representative agrees to comply with all of the following:

a. E-mails promoting the Sponsored Search and Content Match[®] Programs shall not contain or include a falsified sender domain name or falsified IP address;

b. E-mails promoting the Sponsored Search and Content Match[®] Programs shall not be routed or relayed through servers that the sender does not have explicit authorization to use;

c. E-mails promoting the Sponsored Search and Content Match[®] Programs shall not contain or include a false or misleading subject line that attempts to disguise or conceal the content of the e-mail;

d. All e-mails shall contain or include valid and responsive contact information of the sender, list manager, or list owner, including Representative's physical postal address;

e. No e-mails promoting the Sponsored Search and Content Match[®] Programs shall be sent for the purpose of harvesting the e-mail addresses in order to send future unsolicited e-mails;

f. All e-mails promoting the Sponsored Search and Content Match[®] Programs will be sent to individuals who have given Representative their "Affirmative Consent" as defined in Section 3.1 of the CAN-SPAM Act of 2003;

g. Every e-mail promoting the Sponsored Search and Content Match[®] Programs shall contain a functioning return electronic mail address or other Internet-based mechanism, for a period of thirty (30) days from sending, which clearly and conspicuously displays that a recipient may submit, in a manner specified in the message, a reply electronic mail message or other form of Internet-based communication requesting not to receive future e-mail messages from Representative;

h. Representative shall process any and all opt-out requests within three (3) business days or less; and

i. Unless otherwise directed by us in writing, Representative shall not use Advertiser names (including any abbreviation thereof), any trademarks, logos or product names of Yahoo!, or other Yahoo! or Yahoo! Search Marketing identifying information, in the originating or return e-mail address line, header, or subject line of any e-mail transmission, and all e-mail transmissions relating to the Sponsored Search and Content Match[®] Programs shall contain language in the body and both the "from" and "re:" lines that clearly announces that the offer embedded in the e-mail is being sent by Representative for the benefit of Representative's users.

6. TELESALLES/TELEMARKETING

If Representative markets to prospective Advertisers via telemarketing, when so telemarketing, in addition to all the provisions of the Agreement, Representative agrees as follows:

a. Every aspect of Representative's telemarketing program is in strict compliance with all Laws.

b. Representative will not contact any person or entity on the national "Do Not Call Registry", and Representative will not specifically target, as part of any telesales or telemarketing campaign, any customers or advertisers of us. If Representative is marketing a Program(s) to a potential Advertiser and it is not part an overall package with services of at least three (3) other providers in addition to us, at Representative's expense Representative you will provide, at the beginning of each calendar month, Representative's contact/calling list ("**Representative's List**") to a third party contractor designated by us, who will scrub Representative's List with our do not call/contact list,

and upon receipt by you of the resultant list from the third party contractor (the “**TPC List**”) you will not contact any person or entity on the TPC List.

c. That portion of telemarketing conversations with an Advertiser relating to the purchase of any product or service relating to the Agreement (including agreement to purchase, price, duration and description of the product or service) shall be recorded pursuant to Law, and Representative shall make at least weekly back-ups of such recorded conversations. In addition, Representative shall make such recorded conversations available to us upon request.

d. In strict compliance with Laws, Representative may send a follow-up e-mail to a prospective Advertiser if the prospective Advertiser has requested further information to be provided by e-mail. A prospective Advertiser’s e-mail address may be used only for direct follow-up communication only in this specific instance, and the prospective Advertiser (or any Advertiser) shall not be “opted-in” to any marketing campaigns, nor will the e-mail address of the prospective Advertiser (or any Advertiser) be used for any mass market email campaign or program.

7. AMBASSADOR FEE. a. Subject to the Agreement, Representative shall be paid U.S. \$30.00 for each Managed Advertiser Account (the “**Ambassador Fee**” or “**Ambassador Commission**”) which Ambassador Fee shall be subject to change. Such Ambassador Fee shall be paid to Representative by Kowabunga, or any other entity designated by us, whose goal it will be to make such payment to Representative approximately sixty (60) days after the calendar month end that we receive the Payment Minimum (defined below); provided that all Ambassador Fees to Representative will be paid on a monthly basis on the same day of the month by one check; and further provided that if the total aggregate Ambassador Fee payable to Representative in any calendar month is less than \$50, payment of all Ambassador Fees to Representative may be held until the total aggregate amount to be paid to Representative equals or exceeds \$50. b. Notwithstanding any other provision of this Section 7, prior to being paid an Ambassador Fee, Representative must provide to Kowabunga, or another entity designated by us, a fully completed US W-9 Form (or equivalent) or English-speaking Canadian equivalent form, as the case may be. Failure to so provide a fully completed US W-9 Form by the time an Ambassador Fee is to be paid to Representative will result in the forfeiture of such Ambassador Fee. Representative is solely responsible for the reporting, filing and payment of any and all taxes and/or governmental fees, and/or penalties, interests or other charges, in relation to the Ambassador Fees paid to Representative. c. The Yahoo! Entities make no representations and/or guaranty to Representative about the amount and/or payment of an Ambassador Fee, if any, Representative may earn or receive under this Program. Notwithstanding and without limiting any provision of the Agreement, we may set-off, off-set, and/or net from any Ambassador Fee, whether or not yet earned or paid, any amount(s) which is past due from you.

8. CREDIT. Subject to the Agreement, we will issue to each Managed Advertiser Account, when created, a non-cash, one time, non-transferable credit having a value of \$50 (“**Credit**”).

9. BONUS/CREDIT ELIGIBILITY. In addition to the other terms and conditions set forth in the Agreement, Representative is not eligible to earn or receive any Ambassador Fee, nor will any Credit be issued (a) for any period (i) you are in breach of the Agreement and/or (ii) you are no longer participating in the Sponsored Search Program and/or the Content Match[®] Program, (b) on your own purchases of any ads or other services provided by us, (c) relating or arising out of: (i) revenues generated by accounts of other advertisers or representatives, (ii) duplicate advertiser requisitions, activities and/or ads, as determined by us, (iii) any Advertiser activity which is determined by us, in our sole discretion, to be unreasonable, (iv) any marketplace, activity, and/or activities directed or which are outside of the territory of the United States or English-speaking Canada, (v) relating to any Managed Advertiser Account which within either of each of the first two thirty (30) day periods after the creation of the account, the Managed Advertiser Account has failed to generate service fees and/or charges totaling \$50 paid to us for any click in the Sponsored Search and Content Match[®] Programs (“**Payment Minimum**”), (vi) a purchase made by you that has not been paid in full or is purchased by use of a fraudulent Payment Method, and/or (vii) for your participation in any Program except Sponsored Search and Content Match[®]. Upon the occurrence of any of the foregoing, at our sole discretion: (x) Representative will forfeit any Ambassador Fee due Representative, without right of recoupment, regardless of whether earned or unpaid, (y) each Managed Advertiser Account will lose any Credit, if any, provided to it, regardless if earned or unused, and/or (z) if an Ambassador Fee has already been paid relating to such transaction and/or Managed Advertiser Account, the corresponding Ambassador Fee payment (“**Payment Deduction**”) will be deducted from the next payment(s) of an Ambassador Fee to Representative; provided if there is no subsequent payment(s) of an Ambassador Fee to Representative to cover the Payment Reduction, Representative may receive an invoice for the Payment Reduction, which invoice shall be paid thirty (30) days after the date of such invoice.

10. TERMINATION.

a. Without limiting any other provision of the Agreement, upon any termination of Representative’s participation in this Sponsored Search Managed Advertiser Account Ambassador Program, Representative shall

immediately cease all activity as an Ambassador, and cease use of all materials and items from us, including the Ambassador Logo and/or trademarks.

b. Representative acknowledges and agrees that, effective on September 30, 2008:

i. Representative shall no longer earn or receive any Ambassador Fee(s) or Ambassador Commission(s); and

ii. No Credits will be earned or issued to Managed Advertiser Accounts.

11. ADDITIONAL PROVISION. Notwithstanding the provisions of Section 12 of the Master Terms and Conditions, this Program is an Overture Program.

These Sponsored Search Advertiser Managed Account Ambassador Program Terms were last updated on July 9, 2008, and are subject to the Master Terms and Conditions and applicable Program Terms located at <http://info.yahoo.com/legal/us/yahoo/advertising/masterterms/masterterms-322.html>, or at such other location as we may designate.

Version 2.4