

RECIPIENT DATA DISTRIBUTION AGREEMENT

This Data Distribution Agreement (“**Agreement**”) is entered into by and between Yardi Canada Ltd., a Canada Corporation doing business as Point2 Technologies (“**Point2**”), and _____ (“**Recipient**”), effective as of the date of the last party signature below (the “**Effective Date**”).

WHEREAS, Point2 is engaged in the business of providing online real estate services to real estate boards and associations, multiple listing services and real estate professionals including distribution of data to third party listing advertisers;

WHEREAS, Recipient is engaged in the business of providing listing advertising services to real estate professionals; and

WHEREAS, Recipient wishes to expand its online listing presence by advertising the Licensed Data (defined below) provided by Point2 pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

- a. “**Confidential Information**” means information and material reasonably considered proprietary by the disclosing party, or designated “confidential” by the disclosing party, and not generally known to the public that the receiving party may obtain knowledge of or access to as a result of this Agreement. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether in oral, visual, audio, written or other form): (a) all Content Provider Data, except to the extent to which this Agreement permits its disclosure; (b) IP addresses, access codes and passwords; (c) any information the disclosing party obtains from any third party that the disclosing party treats as proprietary or designates as Confidential Information, whether or not owned or developed by the disclosing party; and (d) information regarding copyrighted, trademarked, trade dress or trade secret material or other intellectual property; (e) software programs, software source documents, database dictionaries, database architecture, mask works, user manuals and software documentation, ideas, drawings, models, inventions, know-how, techniques, schema, equipment, reports, algorithms, formulae and any information related to current, future, and proposed software, products and services; (f) financial information of a party, (g) information concerning research, experimental work, development, design details and specifications; (h) information related to customers, customer lists,

investors, employees, business and contractual relationships, business forecasts, sales and marketing plans, (i) the terms and conditions of this Agreement; and (j) any other information related to a party’s business which is of a proprietary or confidential nature. Confidential Information does not include information that is or becomes publicly available by other than unauthorized disclosure by the receiving party; is independently developed by the receiving party; is received from a third party who has lawfully obtained and disclosed it without breaching any confidentiality agreement; or is already known by the receiving party at the time of its disclosure.

- b. “**Consumer Display**” means the display of Licensed Data in response to a consumer’s search on a website, mobile application or similar platform functioning in a fashion similar to a website, actually and apparently operated by a Recipient, for the consumer’s personal use.
- c. “**Content Provider**” means real estate boards and associations, multiple listing services, brokerages and real estate professionals who supply Licensed Data to Point2.
- d. “**Data Interface**” means the proprietary software Point2 employs to process the Licensed Data from Content Providers and distribute the Licensed Data to recipients engaged in the business of providing listing advertising services to real estate professionals.
- e. “**Licensed Data**” means the listing data Content Providers supply to Point2 with authorization to distribute such data to listing advertising services.
- f. “**Participant Content**” means, with regard to any Participant, the listing records that Participant has entered or caused to be entered into Content Provider’s databases and roster information relating to that Participant and Subscribers affiliated with it in Content Provider’s databases.
- g. “**Participant**” means any firm or office of real estate brokers that obtains multiple listing services from Content Providers.
- h. “**Point2 Dashboard**” means the Point2 syndication control panel.
- i. “**Point2 Real Estate Network**” means the listings, brokers and agents that are supplied to Point2 from Content Providers.
- j. “**Subscriber**” means any real estate licensee affiliated with a Participant.

2. LICENSE GRANT

- a. **License.** Subject to the terms and conditions of this Agreement, Point2 grants Recipient a non-exclusive, limited, license to display Licensed Data during the Term (as defined below) of this Agreement, solely for the purpose of providing a Consumer Display as explicitly identified herein.

Recipient shall comply with the requirements of the Point2 Syndication Integration Guide attached hereto as Exhibit A ("**Syndication Integration Guide**"), which may be modified by Point2 from time to time. Recipient may use consultants and other contractors in connection with the performance of its obligations and exercise of its rights under this Agreement, provided that such consultants and contractors agree in writing to abide by the terms and conditions set forth in this Agreement.

- b. **Reservation of Point2 Rights.** Except for the license granted hereunder as between the parties, Point2 or the relevant owner of the Licensed Data retains any right, title and interest in and to the Licensed Data. Point2 retains all right, title and interest and ownership in the Data Interface.
 - c. **Reservation of Recipient Rights.** Except with respect to Section 6.i. below, Point2 understands and agrees that nothing in this Agreement will prevent or restrict Recipient from using data obtained from a source other than Point2 under this Agreement.
 - d. **Third Party Relations.** Point2 shall be responsible for accepting and responding to any communication, modification or removal requests initiated by a Content Provider that has rights to the Licensed Data where such communication arises from having information on the Recipients website listed in Exhibit B and pertains to the delivery or accuracy of the Licensed Data.
 - e. **Fees.** In consideration for the license granted herein, Recipient shall pay Point2 the fees set forth in Exhibit C attached hereto. In addition to any fees, Recipient will pay all applicable taxes. All undisputed invoiced amounts are due in full within 30 days after the date of the invoice ("**Due Date**"). Any amount not received by the Due Date will be past due and subject to the lesser of 1½% per month or the highest rate permitted by applicable law and attorneys' fees and costs incurred by Point2 in collecting such amounts.
3. **TERM AND TERMINATION.** The term of this Agreement ("**Term**") shall be for a period of one year commencing on the Effective Date, unless terminated earlier in accordance with this Section 3. Recipient may contact Point2 no later than 45 days prior to the expiration of the Agreement to negotiate a new Agreement or an amendment to the Agreement. This Agreement shall terminate upon the occurrence of any of the following events: (a) 90 days after either party's notice to the other of its intent to terminate; (b) 30 days after either party's notice to the other that the other has breached this Agreement, provided the breach remains uncured; (c) immediately upon any party's notice to another that the other has breached this Agreement, provided the breach is not susceptible to cure, is one of a pattern of repeated breaches, or has caused the party giving notice irreparable harm.

4. **USE OF PERSONAL INFORMATION**

- a. Included in the Licensed Data is the personal information of Participants and Subscribers, including but not limited to, their email, phone number and address (the "**Personal Information**"). Recipient shall not use the Personal Information to market or contact any Participant or Subscriber, nor will Recipient sell or supply this information to any third party for any reason. This section shall not prohibit Recipient from acquiring such Personal Information from a source independent of the Licensed Data and marketing and/or contacting such Participants or Subscribers.
- b. Recipient may contact Participants and Subscribers in the format specified in Exhibit A (Email Lead Generation) for the purpose of delivery of email leads. All leads delivered to Participants or Subscribers from the Recipient must include the lead name (when provided), the content of the lead message and an email address as entered by the lead.
- c. Recipient shall not display the Personal Information of Participants or Subscribers except for the purpose of using such information on Recipient's website(s) where real estate listing information is normally published.

5. **NOTIFICATION OF LISTING.** Recipient agrees to notify Point2 of instances of unacceptable listing or format of Licensed Data that are undesirable to Recipient. Upon said notification, Point2 shall, within a reasonable period and at its discretion, remove or repair said instance of content or format to a level acceptable to Recipient. At no time shall unacceptable content or format of Licensed Data constitute a reason for Recipient to discontinue the display of other acceptable information.

6. **DELIVERY AND FORMAT OF LICENSED DATA**

- a. **Delivery Access.** Point2 will make the Licensed Data available to the Recipient in an electronic format, downloadable by the Recipient. Licensed Data will be made available in the format as outlined in the data feed specification in the Syndication Integration Guide, provided Point2 has access to such content. Point2 will update the Licensed Data made available to the Recipient on a regular basis but no less frequently than daily. In the event that the Licensed Data contains URLs, any such URL provided by Point2 will link directly to a page that contains and is relevant to the Licensed Data.
- b. **Content Providers.** Point2 may add or remove listings from existing or new Content Providers from the Listing Data at any time.
- c. **Updates and Refreshes.** From time to time during the Term but no less frequently than once in each 24-hour period, Point2 will update and refresh the Licensed Data, and make the update available to the Recipient in the manner described in Section 6.a.

- d. **Display.** This Agreement grants the Recipient the right to display the Licensed Data within the listing displays on their website listed on Exhibit B, provided that any display links provided by Point2 with the Licensed Data shall be displayed within any portion of the Licensed Data. Further, the Recipient agrees that each real estate listing, derived from the Licensed Data, will:
- i. Provide a link back to the same listing detail as provided by Point2,
 1. The link must appear in a fashion easily interpreted by Search Engines (e.g. `Listing Data Provided by Point2`),
 2. The link must be followable by search engines,
 - a. The link must NOT have a `rel="nofollow"` attribute,
 - b. The link must NOT be traversed by the execution of JavaScript,
 - c. The page containing the link must NOT have a meta robots tag indicating "nofollow",
 3. The link must be followed directly without any redirects involved.
 - ii. Show the listing agent's or broker's branding and contact information in a prominent manner, including, but not limited to their name, a "non-scrapable" email link, phone number and link to their personal website, when provided,
 - iii. Not display the scrapable email address of the listing agent or broker,
 - iv. Be used as preference over a "scraped" instance of the same listing,
 - v. Recipient will end the display of a specific real estate listing when that listing is no longer included in the feed of Licensed Data from Point2 to Recipient,
 - vi. Recipient will first use the MLS number and second the address of specific real estate listings as unique identifiers for said listings, and
 - vii. Recipient agrees to display the MLS Certified logo on applicable Point2 listings or the sourceMLS™ mark where appropriate.
- e. **Lead Routing.** Recipient will not capture prospects or leads from the display of specific real estate listings derived from Licensed Data and sell them back to Participants or Subscribers or divert any such captured prospects and leads to third parties. Any consumer leads or prospects generated based on the display of the Licensed Data must be emailed directly to the broker or agent representing the specific listing. Leads shall not be delivered by Recipient's proxy email or require Participants or Subscribers to login to Recipient's website(s) in order to obtain such leads.
- f. **Redistribution.** Distribution of the Licensed Data by Recipient to third-party websites or other mediums is strictly prohibited. Licensed Data must remain resident in the Recipient's database and under the Recipient's control.
- g. **Recipient Reporting.** Recipient is required to provide Point2 with publishing and error reporting for each listing within the Licensed Data. Recipient must provide a decipherable error code if a listing within the Licensed Data was rejected by the Recipient. If a listing is accepted for advertising on the Recipient website, Recipient must provide a URL to see a listing displayed on the Recipient website. Data specifications for the transfer of this information is provided in the Syndication Integration Guide. Recipient must provide reporting metrics for display to the applicable Content Provider through Point2. Reporting requirements shall include the metrics below, per the specifications outlined in the Syndication Integration Guide.
- i. Detail Views – Recipient shall embed a webbug within the detail view of each listing which will allow for a view stat point to flow back to Point2's system for presentation to the agent or broker representing the listing. The Licensed Data includes a `<webbugurl>` tag for each real estate listing which can be rendered into an image `` tag on the applicable detail view page for each listing.
 - ii. Click-Throughs – Recipient shall provide counts when a consumer requests additional information from the originating agent or broker website. The Licensed Data includes a url address specific to each listing which will allow for this stat to be collected and presented to the agent or broker representing the listing.
 - iii. Email Leads – Recipient shall conform to the email contact form requirements as outlined in the Syndication Integration Guide. Recipient shall provide the lead's email address to agent and not Recipient's proxy email.
- h. **Authoritative Source.** Recipient grants Point2 priority in display such that in cases in which Point2 listings contained within the Licensed Data are the same listings provided to Recipient from other unpaid non-direct sources, the Point2 listing will be granted priority and will be displayed in accordance with Recipient's generally available display terms provided that such listings are received by Recipient from Point2 before they are received through any other unpaid non-direct source.

7. POINT2 DASHBOARD

- a. Point2 shall make available to Participants the Point2 Dashboard, which is a syndication control panel. The Point2 Dashboard is intended to identify the Recipients as of the date which is available to Participant. The Point2 Dashboard is intended to act as a mechanism to update Point2's

- roster of Participants, automatically activating accounts for new Participants as they join Content Provider and deactivating accounts for Participants who no longer desire to act as Content Providers.
- b. A Participant may opt in to distribution of its Participant Content to any applicable Recipient by entering the Point2 Dashboard and including that Recipient in distribution.
 - c. Participants may access the Point2 Dashboard and change the opt-in and opt-out selections regarding any Recipients. The Point2 Dashboard may include reasonable restrictions as to the frequency of opt-in/opt-out and there may be a lag period of when an opt-in/opt-out is effective.
8. **CONTENT PROVIDER REQUIREMENTS.** In order for a Recipient to receive Participant Content, Recipient agrees to comply with the following Content Provider requirements listed below.
- a. The Recipient agrees to display Licensed Data only in the context of a Consumer Display.
 - b. The Recipient agrees not to retain or display any of the Licensed Data after termination of this Agreement; and not to retain or display Participant Content after a Participant has opted out of display on Recipient's website.
 - c. The Recipient agrees that it must retain custody of the Licensed Data; the Recipient may not operate sites on behalf of third parties, even if the data remains in Recipient's custody, is "framed" on a third party's site, and is labeled as "powered by" the Recipient.
 - d. Recipient will not scrape any websites supplied or powered by Point2.
 - e. Recipient shall not sublicense the Licensed Data or use or display the Licensed Data in any derivative works.
 - f. The Recipient may not retransmit, redistribute, or re-syndicate any Licensed Data.
 - g. The Recipient acknowledges that it receives Licensed Data "as-is" and that Content Provider is not responsible for data quality or accuracy and makes no warranties to Recipient regarding the Licensed Data, including warranties of non-infringement.
 - h. The Recipient agrees to display all the Licensed Data supplied to it under this Agreement, unless the Recipient has a defined "niche" (such as ranches, lake properties, etc.) identified in Exhibit B and then Recipient shall display all Licensed Data relevant to such specified "niche."
 - i. The Recipient agrees that any fees that it charges Participants whose Participant Content it receives under this Agreement shall be marketing fees or advertising fees charged on a per-Participant, per-Subscriber, per-listing, or per-consumer-contact basis; and not brokerage commissions or referral fees requiring a brokerage license paid only in the event that a transaction closes. The only fees payable to Point2 from Participants or Subscribers will be from separate agreements signed with such Participants or Subscribers.
 - j. The Recipient agrees that it shall not modify the Licensed Data in any material way including, but not limited to, removing Licensed Marks, removing the Participant's contact information or hyperlink to the Participant's website, removing security measures, or removing any watermark from photographic images in the Licensed Data.
 - k. The Recipient agrees that it shall not feature any other persons or companies associated with a specific listing broker's listing in an as prominent or more prominent manner as the listing broker in any advertisement or promotion.
 - l. Any exceptions or additions to this Section as may be approved by a Content Provider are described in Exhibit D.
 - m. The Recipient agrees to show the listing agent's or broker's contact information in a prominent manner, which requirement will include at a minimum displaying information in the following manner: (i) name, a "non-scrapable" email link, phone number and link to their personal website, when provided; and (ii) the MLS number and the address of each listing (except where the Data Interface indicates that the seller of the property does not wish the address to be displayed).
 - n. The Recipient will have enforceable and legally binding terms of use or an end-user license agreement ("TOU") requiring the users of the Recipient site to agree to the following terms: (i) Display of the Licensed Data is for the consumer's personal non-commercial use; (ii) The consumer will not attempt to gather or "scrape" Licensed Data from the Recipient via automated means; (iii) The consumer agrees that Content Provider is a third-party beneficiary of these portions of the TOU and is entitled to enforce them against the consumer; (iv) The consumer agrees that the consumer's breach of the foregoing provisions would cause Content Provider irreparable harm and entitle Content Provider to equitable relief.
 - o. The Recipient shall display a valid copyright notice on each display screen, web page, and printout displaying any part of the Licensed Data, as may be required by the Content Provider.
 - p. The Recipient shall provide a link on each listing display that directs consumers to the URL provided with each listing where consumers can access extended property information.
 - q. The Recipient agrees to promptly update their site upon any update of Licensed Data from Content Provider and Point2.
 - r. The Recipient agrees to use reasonable care to protect the Licensed Data from screen-scraping and other forms of misappropriation and misuse.

9. **REPRESENTATIONS AND WARRANTIES**

- a. **Warranty.** Each party represents and warrants the following:
 - i. It has the full power and authority to enter into this Agreement and to perform its obligations hereunder.
 - ii. The performance of its obligations set forth herein will not conflict with or result in a breach of any agreement by which it is bound.
 - iii. This Agreement constitutes a legal, valid and binding obligation of such party.
- b. **Disclaimer.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ALL REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE.

10. **INDEMNIFICATION.** Recipient agrees to defend, indemnify and hold harmless Point2 and its affiliates, directors, officers, employees and representatives from and against all third party claims, actions or demands to the extent arising out of or relating to (i) Recipient's breach of this Agreement, or (ii) Recipient's use of any Licensed Data.

11. **LIMITATIONS ON LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH THIS AGREEMENT FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR RELIANCE DAMAGES (OR ANY LOSS OF REVENUE, PROFITS OR DATA), HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR UNDER ANY OTHER LEGAL THEORY, WHETHER FORESEEABLE OR NOT AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BOTH PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK AND ARE REFLECTED IN THE FEES AGREED UPON BY THE PARTIES.

12. **CONFIDENTIAL INFORMATION**

- a. Each party shall protect the Confidential Information with the same degree of care it takes to protect its own sensitive business information of like kind, but in no event less than reasonable care. A party may disclose Confidential Information if law, court order, or regulation requires such disclosure; provided, however, that party makes commercially reasonable efforts to notify the other party in writing in advance of such disclosure.

- b. Within 30 days after the termination of this Agreement, each party shall return to the other party, or destroy, all Confidential Information and all other materials provided by the other party hereunder. Each party shall also erase, delete, or destroy any Confidential Information of the other party stored on magnetic media or other computer storage, including system backups. Upon the request of either party, an officer of the other party shall certify in writing that all materials have been returned and all magnetic or computer data have been destroyed.

13. **GENERAL**

- a. **Independent Contractors.** The parties agree that they are independent contractors and nothing in this Agreement is intended to make the parties partners, agents, joint venturers, or any other form of joint enterprise, or to make the employees, agents, or representatives of one of the parties into employees, agents, or representatives of the other party. No party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.
- b. **Severability.** If any court or other authority of competent jurisdiction holds any provision of this Agreement to be invalid, illegal or in conflict with any applicable provincial, state or federal law or regulation, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the invalid, void or unenforceable provision shall be enforced to the maximum extent permissible.
- c. **Notices.** The parties shall deliver any notice required by this Agreement by personal delivery, certified U.S. Mail return receipt requested, or established, reputable expedited delivery carrier providing proof of delivery service, and will be deemed given upon confirmed delivery to the party to whom it is intended at its record address. The record addresses of the parties are set forth below.

If to Recipient:

Attn: <Name>
<Client Name>
<Address>
<Address>

If to Point2:

Attn: _____
YARDI CANADA LTD. DBA POINT2
TECHNOLOGIES
#500 – 3301 8th Street East
Saskatoon, SK S7H5K5

With a copy to:
Attn: Legal Department
YARDI SYSTEMS, INC.
430 S. Fairview Ave.
Goleta, CA 93117

Either party may change its record address by giving written notice of such change to the other party.

- d. **Amendments.** The terms and conditions of this Agreement may not be modified or amended other than in writing signed by both parties.
- e. **Assignment.** Recipient may not assign any of its rights, or delegate any of its duties under this Agreement to any party without Point2's prior written consent.
- f. **Force Majeure.** In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond its reasonable control, such party's performance shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.
- g. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the agreement between the parties pertaining to this Agreement's subject matter and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty

except those inducements, representations and warranties expressly set forth in this Agreement.

- h. **Governing Law.** This Agreement is to be construed in accordance with and governed by the internal laws of California.
- i. **Waiver.** The waiver of a party's breach of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.
- j. **Severability.** If a court or other body of competent jurisdiction determines that any part of this Agreement is unenforceable, the remainder of this Agreement shall nevertheless remain enforceable.
- k. **Survival.** Sections 9, 10, 11, 12 and 13 shall survive termination of this Agreement.
- l. **Incorporation of Exhibits and Schedules.** The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.
- m. **Non-exclusivity.** Except as expressly provided in this Agreement, each party acknowledges that nothing in this Agreement will preclude, restrict, or in any way limit either party from entering into any similar arrangements with third parties.
- n. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or PDF) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

In consideration of the mutual covenants set forth in this Agreement, the duly authorized representatives of the parties executed this Agreement as of the Effective Date.

RECIPIENT

By: _____
Name: _____
Title: _____
Date: _____

Contact for notices and operations matters

Name: _____
Phone: _____
Email: _____
Mailing: _____

POINT2

Yardi Canada Ltd., doing business as Point2
Technologies

By: _____
Name: _____
Title: _____
Date: _____

Contact for notices and operations matters

Name: _____
Phone: _____
Email: _____
Mailing: _____

Exhibit A

Syndication Integration Guide

Attached

Exhibit B

Recipient Advertising

1. Recipient operates the web site which **[Insert short description (approximately 260 characters including punctuation and spaces) to best describe Recipient's service offering to real estate professionals. This description will be used to encourage real estate professionals to utilize the advertising services of the Recipient. Point2 reserves the right to edit the description so as to maintain its appropriateness for display.]**
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2. **Recipient Requirements.** The Recipient grants Point2 the nonexclusive right to use Recipient's logo(s) and trademarks on Point2's (i) website, (ii) syndication control panel, (iii) scorecard, and (iv) in promotional and marketing materials. In order to properly represent the brand of the Recipient, Recipient shall provide Point2 with the following information:
 - a. Recipient's Logo for Print – Highest possible resolution or vector logo graphic available, as well as, any information regarding the use of the logo as identified by Recipient. Preferred file formats for Print logo include:
 - i. Adobe Illustrator/Macromedia Freehand
 - ii. Print-resolution (300dpi) TIFF, PNG, BMP
 - b. Recipient's Logo for Web – Low resolution logo 120 pixels wide, 60 pixels deep, and 72 pixels (dots) per inch, transparent GIF.
 - c. Name of the Organization – The name of the organization will be used to promote the business of the Recipient and Recipient's services to Content Providers.
 - d. An example of how the Recipient's advertising has been implemented can be seen at http://_____

Exhibit C

Fees

Recipient agrees to pay a set-up fee of \$1000.

EXHIBIT D

Exceptions