

ADVERTISER PREPAY TEST AGREEMENT

This Advertiser Prepay Test Agreement (the "Agreement") is entered into between Media Breakaway, LLC, a Nevada limited liability company with offices at 1490 W. 121st Avenue, Suite 201, Westminster, CO 80234 ("Company"), and the advertiser identified on the applicable Insertion Order ("Advertiser"). Advertiser and Company may also be individually referred to herein as "Party" and collectively as "Parties." This Agreement may be amended from time to time in Company's discretion and pursuant to applicable law. Amended versions of this Agreement will be effective upon posting at www.affiliate.com.

1. Definitions.

1.1. "Ad" means any advertisement or campaign, including all Creative (defined below) provided to Company by Advertiser for purposes of this test.

1.2. "Advertiser" means the company referenced above, which may be either the entity that is submitting the Ads, or an agency that represents the party that is submitting the Ads.

1.3. "IO" means the applicable Insertion Order signed by Advertiser and Company, which will set forth all details regarding the Ad, including but not limited to compensation to Company for Leads. In the event of a conflict between the terms of this Agreement and an IO, the terms of the IO shall control.

1.4. "Lead(s)" means any action or activity to be taken by a consumer for which Advertiser is to compensate Company. Leads may include downloads, installs, clickthroughs, purchase of Advertiser's products or services, responses, registrations, the providing of consumer information or other data and any other requested action related to the Ad.

1.5. "Publisher" means the affiliates, websites and/or publishers in Company's network who market the Ads through the Service.

1.6. "Service" means the process whereby Company posts Ads on affiliate.com (the "Company Site"), which are selected to be marketed by Publishers in order to generate Leads during the test.

2. Advertiser Creative; License; Advertiser Website; Tracking.

2.1. Advertiser will provide Company with the creative materials for the Ads, including product/service descriptions, graphic images, logos and copy (the "Creative"). To the extent the Ad involves emails, the Creative shall also include subject and from lines, offer description (in text and html formats), a current suppression list, terms and conditions (if applicable), and any other information necessary to comply with all applicable state and federal laws and regulations including but not limited to the Can-Spam Act of 2003 (the "Act"). Advertiser will submit changes or cancellations of any Creative materials in writing to Company at least two (2) business days in advance of requested change/cancellation date.

2.2. Advertiser grants Company and Publishers a non-exclusive, revocable, license to use, reproduce, publicly and digitally display and perform, transmit, promote and market Advertiser's Ads (including any intellectual property rights therein) via the Service and on Publisher's online media in accordance with this Agreement. Such license shall terminate immediately upon termination of the Agreement.

2.3. Advertiser shall make commercially reasonable efforts to keep the Advertiser website generally available 24 hours a day, 7 days a week.

2.4. Advertiser will provide unique tracking links that will record the origin of each Lead, and will allow Company online access to its Lead statistics.

3. Term and Termination. The term of this Agreement shall begin on the Effective Date of the applicable IO and shall continue until the prepayment amount is exhausted, unless earlier terminated by either party with two (2) business days' notice. The Parties agree to negotiate a more definitive agreement should they desire to continue the relationship beyond the test contemplated herein.

4. Confidential Information. The Parties will retain in confidence all non-public information and know-how transmitted by the other party during each Term and for a period of two (2) years beyond the Term, that is clearly designated as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought reasonably to be treated as proprietary and/or confidential, and will make no use of such information and know how except to further the purposes set forth in this Agreement. Such information and know how received by a Party shall remain the sole and exclusive property of the disclosing Party.

5. Representations and Warranties; Indemnification.

5.1. Each Party warrants and represents at all times that: (a) it has all necessary rights and authority to enter into this Agreement and to grant the licenses granted herein, (b) the execution of this Agreement, and the performance of its obligations and duties hereunder, do not and will not violate any agreement to which it is a party or by which it is otherwise bound, or any applicable law, rule or regulation.

5.2. Advertiser further represents and warrants that the Ads, the use and display thereof, and the content linked to from such Ads will not: (a) infringe or violate any right of any third party, (b) be misrepresentative, libelous, defamatory, obscene, or otherwise inappropriate, (c) violate any applicable law, rule or regulation, or (d) advertise any unlawful product or service or the unlawful sale of any product or service.

5.3. Each Party agrees to indemnify, defend and hold harmless the other party, its respective subsidiaries, affiliates, agents, partners, and its and their respective officers, directors, members and employees, successors and assigns, from and against any loss, cost, claim, injury or damage (including reasonable attorneys' fees) resulting from third party claims or actions arising out of or in connection with its breach of this Agreement including its representations and warranties.

6. Payments; Chargebacks; Return of Prepayment Amount.

6.1. Advertiser is obligated to pay Company the prepayment amount specified in the IO prior to the marketing of the Ads. Company will deduct the per-Lead payout specified in the IO for each Lead delivered hereunder from the prepayment amount. Once the prepayment amount is exhausted, Company will suspend the Ads. At the end of each calendar month, Company will provide an invoice showing the amounts applied to the prepayment amount during the prior month's service, based on Company's calculations of the higher of the number of Leads from either Company's or Advertiser's statistics.

6.2. Unless Advertiser objects to Company's invoice by providing a written report within two (2) business days from receipt of invoice, the amount invoiced and all Leads contained therein shall be final and binding. Such written report must contain the reason for the objection and full IP and Lead detail, date and time stamp, consumer email address(es) and when available, CID numbers and the subID referral codes, for each Lead disputed. Company shall promptly respond to Advertiser's objection, and the Parties will work together in good faith to resolve the objection using industry standards. No scrub, offset or chargeback may be taken for any non-viable or duplicate Leads except in strict accordance with this section. Advertiser agrees that regardless of whether it objects to Leads in

accordance with this section, Company will apply amounts for Leads not timely and properly disputed in accordance with this section according to the payment terms set forth above.

6.3. Within ten (10) business days after the end of the month in which the Ad(s) have been made inactive for any reason (including termination of this Agreement), Company will apply the prepayment amount to any remaining amounts due under this Agreement and refund the remainder (if any) to Advertiser.

7. Limitation of Liability; Disclaimer of Warranty. Except as expressly set forth in this Agreement, neither Party makes any warranties and each Party expressly disclaims all warranties, express or implied, as to the subject matter of this Agreement, including implied warranties of merchantability and fitness for a particular purpose. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOST REVENUES OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S LIABILITY HEREUNDER EXCEED THE PREPAYMENT AMOUNT.

8. General. This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements between the Parties with respect to the prepay test contemplated by this Agreement. Changes, amendments or modifications of any provision of this Agreement shall be valid upon posting at www.affiliate.com. In the event that Company is required to digitally sign or agree to additional standard terms (excluding any Ad specific terms) when using Advertiser's online advertising network, the Parties agree that such terms are disregarded and deemed non-effective, and shall be superseded by this Agreement. Any notice under this Agreement shall be in writing and deemed effective: (i) upon transmission when delivered by verified facsimile or confirmed electronic transmission; or (ii) when delivered by mail or nationally-recognized overnight courier service to the address of the respective Party as indicated herein. Copies of all notices sent to Media Breakaway shall include a copy sent to the attention of the Legal Department. In the event of a dispute, this Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Colorado, except for its conflicts of laws principles, and each Party irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Denver, Colorado, in connection with any action arising under this Agreement. If one or more provisions of this Agreement are held to be unenforceable under applicable law, then such provision(s) shall be excluded from this Agreement, and the rest of the Agreement shall be enforceable in accordance with its terms. The Parties agree that the relationship between Company and Advertiser shall not constitute a partnership, joint venture or agency. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together shall constitute one and the same agreement. A facsimile or other copy of this Agreement shall have the full force and effect of the original.