

HOPSTOP.COM ADVERTISING TERMS AND CONDITIONS

These HopStop.com Advertising Terms and Conditions (“**Terms**”), and any document that references these Terms (“**IO**”) (collectively, the “**Agreement**”) by and between Hopstop.com, Inc. (“**Publisher**”), and the customer signing these Terms or any IO or that accepts these Terms electronically (“**Advertiser**”) shall govern Advertiser’s purchase and display of Ads on the Publisher Site. In the event of any inconsistency between the Terms and an IO, the IO shall control. Capitalized terms not defined herein shall have the meanings assigned to them in the IO.

RECITALS

WHEREAS, Advertiser wishes to make available advertisements for Advertiser’s products or services (“**Ads**”) on Publisher’s Internet website located at www.HopStop.com (the “**Publisher Site**”), and Publisher wishes to make inventory on the Publisher Site available to Advertiser for such purpose, in accordance with this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following.

AGREEMENT

1. DEFINITIONS. The terms below have the following meanings. Other capitalized terms used, but not defined in this Section 1, have the meaning attributed to them elsewhere in this Agreement.

- 1.1. “**Advertiser Site**” means a website or websites owned or operated by Advertiser.
- 1.2. “**CPM**” means cost per thousand Impressions.
- 1.3. “**Creative**” means advertisements of any type used by Advertisements hereunder, including, but not limited to, buttons, banners, text, audio, video, pop-ups, pop-unders and all content contained in the Ads or linked to from the Ads.
- 1.4. “**Impressions**” means the number of times an Ad is served to a visitor on the Publisher Site, as measured by Publisher’s third party ad server.
- 1.5. “**Marks**” means, with respect to a party hereto, such party’s trademarks, service marks, trade dress, trade names, corporate names and logos.

2. LICENSE; AD CREATIVE DELIVERY.

- 2.1. License. Subject to the terms and conditions of this Agreement, Advertiser hereby grants to Publisher a limited, non-exclusive, non-transferable right and license during the Term to use and display the Ads on the Publisher Site.
- 2.2. Ad Creative Delivery. Advertiser will provide the initial Creative, and any subsequent updates to the Creative, to Publisher no less than two (2) business days prior to the date that such Creative is due to be made available on the Publisher Site.

3 PAYMENT. Advertiser will make payment to Publisher in accordance with the rates set forth in the IO, within thirty (30) days of receipt of invoice from Publisher. Amounts not paid by their due date shall incur interest of 1.5% or the maximum allowed by law, whichever is less, and Advertiser shall be responsible for the reasonable collection costs (including without limitation attorneys’ fees and collection agency fees) incurred by Publisher in its efforts to collect such overdue amounts.

4 TERM; TERMINATION.

4.1 Term. This Agreement will be in effect so long as Advertiser's Ads are displayed on the Publisher Site (such time period, the "Term").

4.2 Termination. Publisher may terminate this Agreement in the event of (a) any material default in or material breach of the terms and conditions herein by Advertiser, after Advertiser has received written notice of default and fails to cure such default within thirty (30) days, or (b) the filing of any voluntary or involuntary petition against Advertiser under the bankruptcy or insolvency laws of any applicable jurisdiction, which petition is not dismissed within thirty (30) days of filing, or upon any appointment of a receiver for all or any portion of Advertiser's business, or any assignment of all or substantially all of the assets of Advertiser for the benefit of creditors.

4.3 Effect of Termination. Upon any termination or expiration of this Agreement, (a) each party will be relieved of its respective obligations; (b) Sections 3 (to the extent any payments are still due under this Agreement), 4.3, 5, 6 and 7 shall remain in full force and effect; (c) each party shall immediately cease the use of the other party's Marks, and (d) each party shall return, or at the other party's request, destroy all copies of Confidential Information, intellectual property and all other property belonging to and/or received from the other party, except that the receiving party may retain one (1) copy for archival purposes in accordance with its standard IT data retention practices.

5 REPRESENTATIONS AND WARRANTIES; DISCLAIMER; INDEMNIFICATION; LIMITATION OF LIABILITY.

5.1 Mutual Representations and Warranties. Each party hereby represents and warrants that (a) it has the authority to enter into this Agreement and to fully perform its obligations hereunder, (b) this Agreement does not and will not conflict with any of its other obligations to any third parties, and (c) it complies and will comply with all applicable federal, state and local laws and regulations.

5.2 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, NETWORK FAILURES, THIRD-PARTY AD SERVING DIFFICULTIES, SOFTWARE PROGRAMS, NON-INFRINGEMENT, SERVICES PROVIDED HEREUNDER, OR ANY OUTPUT OR RESULTS THEREOF. IN ADDITION, EACH PARTY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.3 Indemnification. Each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party, its directors, officers, employees, parents, affiliates, agents, successors and assigns (the "Indemnified Party"), against any third party claim, demand, cause of action, damage, cost, expense, debt or liability, including reasonable attorney's fees, to the extent that (a) it is based upon a material breach of Indemnifying Party's representations, warranties or obligations hereunder; (b) it arises out of the willful misconduct of the Indemnifying Party; (c) it is based upon any Mark or other content provided by the Indemnifying Party hereunder. The Indemnified Party must notify the Indemnifying Party promptly in writing of any claim for indemnification hereunder, and provide, at the Indemnifying Party's expense (to the extent of out-of-pocket expenses only), all reasonably necessary assistance, information and authority to allow the Indemnifying Party to control the defense and settlement of such claim. The Indemnifying Party shall not enter into any settlement of the defense of such action without the Indemnified Party's prior written consent, which consent shall not be unreasonably withheld or delayed. The Indemnified Party may participate at its expense in the defense and/or settlement of any such action with counsel of its choosing and at its sole expense.

5.4 Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING

WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION). EXCEPT FOR (A) AMOUNTS OWING PURSUANT TO SECTION 5.3 (INDEMNIFICATION), (B) AMOUNTS OWNING UNDER SECTION 3 (PAYMENT) AND (C) ANY BREACH OF SECTION 6 (CONFIDENTIALITY), EACH PARTY'S TOTAL LIABILITY TO THE OTHER PARTY ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED FEES PAID TO (OR OWED BY) ADVERTISER TO PUBLISHER IN THE SIX (6) MONTHS PRIOR TO THE DATE THAT THE CAUSE OF ACTION AROSE. EACH PARTY RECOGNIZES THAT FEES HEREUNDER ARE BASED IN PART ON THE WARRANTY, LIMITATION OF LIABILITY AND REMEDIES AS SET FORTH HEREIN.

6 CONFIDENTIALITY; OWNERSHIP.

6.1 Confidentiality. “**Confidential Information**” means any and all information disclosed by one party to the other party, directly or indirectly, in writing, orally, electronically, or in any other form, that is designated, at or before the time of disclosure, as confidential or proprietary, or provided under circumstances reasonably indicating that the information is confidential or proprietary, including, without limitation, trade secrets, customer lists, business plans, technical data, product ideas, personnel, contract and financial information, and the terms of this Agreement. This Agreement is deemed to be Confidential Information of both parties. Confidential Information shall not include information which (a) becomes a part of the public domain through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been subject to limitations on disclosure or use; (c) is independently developed by the receiving party without use of the Confidential Information of the disclosing party; or (d) is lawfully disclosed hereafter to the receiving party, without restriction, by a third party who did not acquire the information directly or indirectly from the disclosing party. Each party agrees that, except in connection with the performance of its obligations under this Agreement, it will not otherwise use in any way, nor disclose to any third party, any Confidential Information revealed to it by the other party. Notwithstanding the foregoing, Confidential Information may be disclosed pursuant to a regulation, law, court order or rule of any applicable securities exchange (but only to the minimum extent required to comply with such regulation, order, or rule and with advance notice to the disclosing party). Each party shall protect the confidentiality of the other party's Confidential Information, such precaution not to be less than the precautions each party takes to protect the confidentiality of its own Confidential Information and shall in no event fall below a reasonable standard of care. The terms of this Agreement are deemed Confidential Information and may not be disclosed without the other party's prior written approval.

6.2 Ownership. Each party retains all rights, title and interest in and to its Marks, and no right, title, or interest is transferred from one party to another. It is agreed that all use of a party's Marks and any and all goodwill and other proprietary rights that are created by or that result from such use is on behalf of, accrues and inures solely to the benefit of the party that owns the Mark. The parties acknowledge and agree that as between Advertiser and Publisher, Advertiser is and shall continue to be the sole and exclusive owner of all right, title and interest in and to all intellectual property rights associated with the Advertiser Site. The parties acknowledge and agree that as between Advertiser and Publisher, Publisher is and shall continue to be the sole and exclusive owner of all right, title and interest in and to all intellectual property rights associated with the Publisher Site.

7 GENERAL.

7.1 Governing law; Venue. This Agreement will be construed in accordance with and governed by the laws of the State of New York, and the parties further consent to the exclusive jurisdiction of the state or federal courts located in New York, NY without giving effect to the conflict of law rules of that state.

7.2 Notices. All notices and requests in connection with this Agreement will be deemed given as of the day they are received either by email, facsimile, messenger, delivery service, or in the U.S. Mail, postage prepaid, certified or registered, return receipt requested, and addressed as follows or to such other address as a party may designate pursuant to this notice provision. Notices to Advertiser shall be provided to the address set forth in the IO. Notices to Publisher shall be provided to:

Hopstop.com, Inc.
10 E 33rd Street, 6th Floor
New York, NY 10016
Attention: Director of Ad Operations
Email: adops@hopstop.com

7.3 Assignment. Except in connection with a merger, reorganization, sale, or other transfer of all or substantially all of an assigning party's assets or equity, neither party may assign this Agreement, or any portion thereof, without the prior written approval of the other party, which may not be unreasonably withheld or delayed. Any purported assignment, sale, transfer, delegation or other disposition by either party will be null and void, except as permitted by this Section.

7.4 Independent Contractors. The relationship of Publisher and Advertiser established by this Agreement is that of independent contractors, and nothing contained in this Agreement will create or be construed to create any partnership, joint venture, agency, franchise, sales representative, employment or fiduciary relationship between the parties.

7.5 Severability; Headings. If any provision of this Agreement is found invalid or unenforceable pursuant to judicial or arbitral decree or decision, the remainder of this Agreement will remain valid and enforceable according to its terms. The parties intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, the parties agree that if any provisions are deemed not enforceable, they will be deemed modified to the extent necessary to make them enforceable. The section headings used in this Agreement are intended for convenience only, and will not be deemed to affect in any manner the meaning or intent of this Agreement or any provision hereof.

7.6 Construction. This Agreement shall be interpreted as if jointly drafted by both parties.

7.7 Entirety; Amendments. The parties hereto agree that this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous agreements and communications. This Agreement will not be modified except by a written agreement dated subsequent hereto signed on behalf of each party by their duly authorized representatives. Neither this Agreement nor any written or oral statements related hereto constitute an offer, and this Agreement will not be legally binding until executed by both parties hereto.