

Webcast Sponsor Contract



PAYMENT DUE IN FULL UPON RECEIPT OF INVOICE

PAYABLE TO:

Incisive Interactive Marketing LLC

55 Broad Street, 22nd Floor, New York, NY 10004

Tax ID No. 16-1662442

Fax to: (646) 219-2999

Phone: (646) 755-7255

Sponsor Information

Company Name: _____ URL: _____

Listing (as you would like it to appear on all promotional materials): _____

Address: _____ P.O. Box: _____

City: _____ State/Prov.: _____ Zip/Postal Code: _____ Country: _____

Contact Name: _____ Title: _____

Phone: _____ Fax: _____ E-mail: _____

Company Billing Contact: _____ Phone: _____ E-mail: _____

Sponsorship Terms & Deliverables

- Exposure to a highly qualified audience of interactive business and technology product and service purchasing decision-makers
- Turnkey production means you get all the benefits of event marketing and lead generation — we take care of everything
- Brand exposure throughout Webcast website and promotional media that recruits webcast participants, i.e. banners, newsletters and opt-in announcement lists
- Logo and link on events website
- Sponsor page with logo, company description and link
- Logo on registration form
- Two customized registration questions
- Branding and/or logo in all banners, text ads, opt-in announcements, and other media
- Logo and company description on sponsor slide
- Logo on webcast player
- Moderator will identify sponsor by name and one-sentence “mission statement” or tagline at beginning and close of presentation
- Registrants' contact information
- Access data from customized registration questions
- Logo and link on archived webcast website for up to six months
- Guaranteed minimum of 250 leads

\$15,000

NOTE: We must have your materials 48 hours prior to the webcast.

Notes:

PAYMENT DUE IN FULL UPON RECEIPT OF INVOICE. IN ALL CASES, CONTRACT MUST BE PAID IN FULL PRIOR TO SPONSOR RECEIVING SPONSORSHIP BENEFITS. The person signing this document expressly represents and warrants to Incisive Interactive Marketing LLC that they are authorized by Sponsor to bind it to the terms and conditions hereof. The person signing this document understands and agrees that they are personally bound and liable pursuant to the terms and conditions hereof in the event such authority to bind the Sponsor does not actually exist. **THE UNDERSIGNED ACKNOWLEDGES THAT THEY HAVE READ AND ACCEPT THE TERMS AND CONDITIONS AS SET FORTH ON THE BACK/SECOND PAGE OF THIS CONTRACT.**

Authorized Signature and Title: _____ Date: _____

Printed Name: _____

See attached terms, conditions and rules and please initial where indicated

TERMS, CONDITIONS AND RULES

General Webcast Information: The webcast event detailed on the front/first page of this Contract (the "Webcast") is being organized by Incisive Interactive Marketing LLC ("IIM, LLC") in order to enable you (you are referred to herein as the "Sponsor") to exhibit your products and services for the benefit of your customers, potential customers, employees and other viewers (collectively referred to as "Attendees"). IIM, LLC's obligation to provide the Webcast is conditioned upon the webcast services that IIM, LLC receives from suppliers being made available to IIM, LLC during the time period set forth on the front/first page hereof. The time and duration of the Webcast will be established by IIM, LLC and IIM, LLC reserves the right to make changes to this schedule. IIM, LLC makes no representations or warranties regarding the number of Attendees, such numbers being impossible to predict accurately ahead of time. Sponsor agrees to abide by the terms and conditions on this page and those set forth on the front/first page of this Contract and by such additional terms and conditions set forth by IIM, LLC from time to time for the efficient and safe operation of the Webcast. This Contract shall be fully binding on the parties upon acceptance by IIM, LLC. IIM, LLC's providing of value or issuance of an invoice is deemed acceptance. The term ("Term") of this contract shall end six months following the conclusion of the Webcast.

1. Provision of Webcast Services: IIM, LLC will provide Sponsor with those services ("Services") necessary for the holding of a Webcast including hosting the Webcast on servers operated by or for IIM, LLC. The Webcast shall be accessible to Attendees. IIM, LLC may, at its sole discretion, modify the features of the Webcast from time to time without prior notice. IIM, LLC reserves the right to withdraw or cancel its acceptance of this Contract if it reasonably determines that Sponsor is not eligible to participate or Sponsor's product or services are not eligible to be displayed in the Webcast even if such product or services do not violate the provisions of Section 3 below. Notwithstanding anything contained herein to the contrary, in the event IIM, LLC withdraws or cancels its acceptance of this Contract pursuant to the preceding sentence for reasons other than (i) a breach by Sponsor of any of the terms of this Contract, including a breach of Section 3 or 7 of this Contract, or (ii) pursuant to the provisions of Section 5 hereof, then IIM, LLC shall provide a full refund to Sponsor of any fees paid by Sponsor. IIM, LLC reserves the right to change the dates of the Webcast.

2. Sponsor's Webcast Usage And Responsibility For Content: Sponsor shall, at its expense, deliver to IIM, LLC the Content (defined below in this Section 3) for the Webcast in a timely manner and in electronic file format accessible to IIM, LLC, pursuant to IIM, LLC's specifications and guidelines. Sponsor agrees that it is solely responsible for the content of all visual, written or audible communications sent by Sponsor for inclusion in the Webcast. Sponsor agrees that it will not use the Webcast to send unsolicited commercial e-mail outside Sponsor's company or organization in violation of applicable law. Sponsor further agrees not to use the Webcast to communicate any message, content, communications or material that is harassing, libelous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation. Products or services displayed must be those normally manufactured by or provided by Sponsor. If Sponsor utilizes music or any third party's intellectual property, Sponsor shall first obtain written permission from the owner for such use as required by applicable laws. Sponsor may not share the Webcast with any other person or entity (including an affiliate company). Sponsor may not promote goods of any other firm or entity. Sponsor's content ("Content") submitted for use pursuant hereto, which content shall include, but not be limited to, text, illustrations, graphics, representations, sketches, maps, trademarks, logos, labels, downloadable material, collateral and multi-media content, company descriptions, custom questions or service marks, shall comply with all applicable laws including, but not limited to laws of obscenity, pornography, defamation, copyright, trademark and other intellectual or intangible property rights. In the event Sponsor's Content violates any of the provisions of this Section 3, IIM, LLC may delete such Content of which it becomes aware without any notice to Sponsor and Sponsor will not be entitled to any refund of any amounts paid to IIM, LLC in respect of such Content.

3. Sponsor Conduct: Sponsor and each of its representatives shall conduct itself on the Webcast in accordance with standards of decency and good taste. Noise, music or announcements that are deemed objectionable by IIM, LLC, in its reasonable discretion, may be prohibited or restricted. The display of games of chance or lottery devices is only permitted upon written consent of IIM, LLC. Time is of the essence for all Sponsor's obligations under this Contract.

4. Editorial Discretion: IIM, LLC reserves the right to reject any Sponsor's content which IIM, LLC, in its reasonable discretion, determines to be in poor taste, out of character, a nuisance or inconsistent with its publication standards or with the overall character of the Webcast or otherwise reflects poorly on the Webcast or on IIM, LLC. In the event that IIM, LLC rejects any Sponsor's content pursuant to the foregoing sentence, Sponsor shall be entitled to the refund of a pro-rata portion of the charges actually received by IIM, LLC attributable to the Webcast which Sponsor does not utilize pursuant hereto.

5. Webcast Charges: Sponsor agrees that all amounts due and owing for the Services and all costs related to sponsoring a Webcast or any other amounts owed to IIM, LLC, must be paid to IIM, LLC within thirty (30) days of execution of this Contract. In the event that Sponsor fails to pay any or all of such fees or costs in a timely manner, IIM, LLC, at its sole and exclusive discretion, may reassign the Webcast to another customer or cancel the Webcast or sponsorship benefits. In the event that Sponsor pays the Webcast/Sponsor fees and costs after such reassignment, IIM, LLC shall refund any such payment to Sponsor within 30 days of receipt.

6. Cancellation Or Termination Of Event: IIM, LLC may reschedule the Webcast and this Contract shall remain in force for such rescheduled Webcast. A change in name of the Webcast event is not a cancellation. IIM, LLC shall be entitled to cancel a Webcast at any time for failure by Sponsor to perform, meet or observe any term or condition set forth herein, if such failure is not cured promptly following notice so as to enable the Webcast to proceed on schedule without delay and Sponsor shall not be entitled to any refund of any part of any fee or any other payment. In addition to IIM, LLC's right to cancel a Webcast and/or this Contract, IIM, LLC, in its sole judgment, may refuse to consider for participation in future Webcasts Sponsor who violates or fails to abide by all such terms, conditions, and rules.

7. Sponsor Cancellation: If Sponsor desires to cancel this Contract, Sponsor may only do so by giving written notice thereof sent to: Incisive Interactive Marketing LLC Corporation, Attn: SES/SEW/ClickZ Head of Sales, 120 Broadway, 5th Floor, New York, NY 10271, by certified mail, return receipt requested, postage prepaid. In such event, Sponsor shall continue to be liable for the following cancellation fees: (i) if Sponsor cancels this Contract more than 120 days prior to the date of the Webcast set forth on the back hereof, a cancellation fee equal to 50% of the total Contract shall apply or (ii) if Sponsor cancels this Contract any time between 0 and 120 days prior to the date of the Webcast set forth on the front/first page hereof, a cancellation fee equal to 100% of total Contract shall apply. Because these dates are related to the Webcast date and not to the date of this Contract, these dates shall apply regardless of the date on which this Contract is executed. The parties understand that the withdrawal of the Webcast reserved from availability at a time when other parties would be interested in applying for it, will cause IIM, LLC to sustain damages which will be substantial, but are not capable of determination with absolute precision. Therefore, these provisions for liquidated and agreed upon damages have been incorporated into this Contract as a valid pre-estimate of these damages and not a penalty. The date of the cancellation shall be the date IIM, LLC receives Sponsor's notice.

8. Proprietary Rights of Sponsor and IIM, LLC.: Sponsor represents that it has acquired all necessary licenses and authorization to use Sponsor's Content on the Webcast and that such Content as well as Sponsor's trademarks logo and other property rights do not infringe or violate the rights of any third party, including, but not limited to, copyright, trademark, patent, trade secrets or any other third party intellectual property rights. As between Sponsor and IIM, LLC, Sponsor's Content shall remain the sole and exclusive property of Sponsor including, without limitation all copyrights, trademarks, patents, trade secrets and any other proprietary rights. Subject to Sponsor's ownership of Sponsor's Content, all materials, including, without limitation, any computer software (in object code and source code form), script, programming code, data, information or HTML script developed or provided by IIM, LLC or its suppliers under this Contract, and any trade secrets, know-how, methodologies and processes related to IIM, LLC's products and Services shall remain the sole and exclusive property of IIM, LLC or IIM, LLC's suppliers, including, without limitation, all copyrights, trademarks, patents and any other proprietary rights inherent therein and appurtenant thereto (collectively "Developer Materials"). To the extent, if any, that ownership of the Developer Materials does not automatically vest in IIM, LLC by virtue of this Contract, or otherwise, Sponsor hereby transfers and assigns to IIM, LLC all rights, title and interest which Sponsor may have in the Developer Materials. Sponsor acknowledges and agrees that IIM, LLC is in the business of designing and hosting Webcasts and that IIM, LLC shall have the right to provide to third parties, services which are the same or similar to the Services provided under this Contract and to use or otherwise exploit any Developer Materials in providing such Services. Sponsor will not remove, deface or obscure any of IIM, LLC's or its suppliers copyright or trademark notices and/or legends or other proprietary notices, incorporated in the Webcast or associated with the Services provided by IIM, LLC or its suppliers. Sponsor may not decompile, reverse compile or otherwise reduce to human readable form any software associated with the Webcast or Services.

9. IIM, LLC Notices: IIM, LLC shall have the right to place proprietary notices of IIM, LLC and its suppliers (including hypertext links related thereto) on the Developer Materials and on the Webcast, including developer attribution and

hypertext links to IIM, LLC's websites, and to change and update such notices from time to time. In no event may Sponsor remove or alter any of IIM, LLC's or any of IIM, LLC's third party suppliers' proprietary notices without IIM, LLC's prior written consent.

10. Content License and Trademark License: Sponsor hereby grants IIM, LLC a non-exclusive, non-transferable, worldwide, royalty free license for the Term of this Contract to, exhibit, publish, transmit, distribute, and display Sponsor Content as necessary to create, host and maintain the Webcast and render the Services under this Contract. Sponsor grants IIM, LLC, during the Term of this Contract, a royalty-free, nonexclusive, nontransferable right and license to use, reproduce and display Sponsor's trade names, trademarks, service marks and associated logos (the "Marks") for the sole purpose of promoting, advertising and operating the Webcast.

11. Confidentiality: Each party agrees that during the course of this Contract, information that is confidential or proprietary belonging to either party or to their third party suppliers may be disclosed to the other party, including information with respect to agreements with third parties, software and computer systems used, advertising revenues and relationships, projections and marketing data ("Confidential Information"). A party receiving Confidential Information from the other party shall not (i) disclose such Confidential Information to any third party or (ii) use such Confidential Information for any purpose other than that necessary to fulfill their respective obligations under this Contract unless both parties agree to the disclosure and/or use in writing. Confidential information shall not include information that (a) is at the time of its disclosure, or became part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by the receiving party without use or reliance to the Confidential Information, (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party or (e) is disclosed in accordance with the order or requirement of a court or regulatory authority, provided however, that the receiving party shall provide prompt notice thereof to enable the providing party to seek a protective order or otherwise legally prevent such disclosure. Each party shall not make any disclosure of the Confidential Information to anyone other than to its employees who have a need to know in connection with this Contract. The rights and obligations of this Section 12 "Confidentiality" shall survive the Term of this Contract.

12. Force Majeure. Notwithstanding anything contained herein to the contrary, neither party will be liable for delays due to accidents, acts of God, fire, strikes, embargo, acts of the government, acts or threats of terrorism, temporary and intermittent interruptions and/or slowdowns in third party telecommunications systems or internet systems or the systems of network providers, or other similar causes beyond its reasonable control and that are not due to its act or failure to act (a "Force Majeure Event"). If a Force Majeure Event occurs, the party delayed will promptly give notice to the other party. Such other party may elect to: (i) suspend performance and extend the time for performance for the duration of the force Majeure Event, or (ii) cancel all or any part of the unperformed part of this Agreement with no liability to the other party.

13. Indemnification. (a) To the fullest extent provided by law, Sponsor shall indemnify, defend, and hold harmless IIM, LLC, its third party Webcast Services suppliers, each of their affiliates, and each of their respective owners, directors, officers, employees, customers, contractors, consultants, agents and representatives and their successors and assigns, from, and all claims, demands, suits, liability, damages, loss, costs, attorney's fees, and expenses of any kind, including third party claims, which might result or arise from (i) any wrongful action or wrongful failure to act on the part of Sponsor or its officers, agents, employees, or other representatives, including Sponsor's negligence, gross negligence or willful misconduct in its performance or failure to perform its obligations under this contract (ii) Sponsor's breach of any of its obligations under this Contract or any of Sponsor's representations or warranties in this Contract (iii) the infringement or violation by Sponsor of any intellectual property or other right of any person or entity related to Sponsor-provided Content or, (iv) any viruses or similarly potentially destructive software elements that are attached to or embedded in any Sponsor provided Content. This indemnification shall survive the Term of this Contract with respect to claims brought based on the use of the Webcast during the Term of this Contract. (b) To the fullest extent permitted by law, IIM, LLC will indemnify, hold harmless and defend Sponsor, its successors, assigns and affiliates (including employees, officers, directors and agents) from and against any losses, damages, expenses, costs, penalties, fines, fees, including reasonable attorneys' fees incurred by any of them, which arise out of, result from or are caused by: (i) IIM, LLC's breach of any of its obligations under this Contract, (ii) IIM, LLC's breach of any of its representations and warranties in this Contract, (iii) IIM, LLC's negligence, gross negligence or willful misconduct in its performance or failure to perform its obligation under this Contract. This indemnity shall survive the delivery of acceptance of, and payment for the Services as well as the Term of this Contract.

14. Injunctive Relief: Sponsor acknowledges that any use contrary to this Contract of the Services provided by IIM, LLC pursuant to this Contract, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Webcast or Services may cause irreparable injury to IIM, LLC, its affiliates and suppliers and under such circumstances IIM, LLC will be entitled to seek equitable relief, including preliminary and permanent injunctive relief.

15. Observance of Law and Regulations: The parties shall comply with all applicable federal, state, county and local state, laws, ordinance, regulations and codes ("Laws") in performing their respective obligations under this Contract. IIM, LLC's obligation to comply with all Law includes, but is not limited to, the procurement of permits, certificates, approvals, inspections and licenses, when needed, in the performance of this Contract.

16. Limitation of Liability. No Warranties:

(a) IIM, LLC, ITS AFFILIATES, AND SUPPLIERS MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBCAST OR SERVICES PROVIDED HERE-UNDER, OR THAT THE WEBCAST OR SERVICES WILL MEET ANY OF SPONSOR'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR THAT THERE ARE NO VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SECURITY METHODS EMPLOYED WILL BE SUFFICIENT OR REGARDING ACCURACY, CORRECTNESS OR RELIABILITY. USE OF THE WEBCAST AND SERVICES IS AT SPONSOR'S SOLE RISK. Under no circumstances shall IIM, LLC, its agents, affiliates, employees or directors be liable to Sponsor or to any third party with respect to IIM, LLC's obligations under this contract or otherwise for lost profits, or other indirect, incidental, consequential or exemplary damages in connection with the Webcast, the Services or otherwise. This limitation of liability regarding lost profits, or other indirect, incidental, consequential or exemplary damages, applies to all causes of action in the aggregate, including to breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts.

(b) Sponsor understands that neither IIM, LLC nor its third party suppliers maintains insurance covering Sponsor's or Attendees' property and liability including product liability, and it is the sole responsibility of Sponsor to obtain such insurance and to provide evidence thereof to IIM, LLC. Sponsor shall, at its expense, obtain from reputable insurance companies liability, including product liability and property damage insurance in an amount no less than \$1 million per occurrence.

17. Taxes And Licenses: Sponsor shall be responsible for obtaining all licenses, permits and approvals under local, state or Federal law applicable to its activity at, and obtaining all tax identification numbers and paying all taxes, license fees and other charges that become due to any governmental authority in connection with, its participation in the Webcast.

18. Disputes: Any dispute arising out of this Contract shall be governed and construed by the laws of the State of New York and in any suit arising therefrom, Sponsor submits itself to the exclusive jurisdiction of the appropriate state or federal court located in the city of New York. If either party commences an action against the other relating to this Contract including, but not limited to, for failure to abide by any of the terms of this Contract, the prevailing party in such action will be entitled to recover all costs including, but not limited to, reasonable attorneys' fees associated with the action.

19. Independent Contractors: IIM, LLC and its personnel and third party suppliers in performance of this Contract are acting as independent contractors and not as employees or agents of Sponsor.

20. Assignment and Entire Agreement: Sponsor may not transfer or assign this Contract or any or all of its rights hereunder to the Webcast or Services or any portion thereof without the prior, written approval of IIM, LLC, which IIM, LLC may withhold at its discretion. IIM, LLC may assign this Contract freely to any of its affiliates. This Contract contains the entire agreement of the parties with respect to the subject matter hereof, this Contract may not be modified or terminated except in a writing signed by the parties. The rights of either party under this Contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of such party.

21. Sponsor represents and warrants that it has the power to enter into and to perform its obligations under this contract.

Please initial here to show your agreement to the foregoing terms. _____

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