



PMB 126
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Advertising Insertion Agreement Kidtastic

This is a legal and binding agreement between Kidtastic, hereinafter called “Company”, and you, hereinafter called “Advertiser”, to execute an Advertising insertion Order for the Company to show Advertiser’s ad banners on the Company’s web site(s) and in the Company’s software program(s) for the term of the Advertising Insertion Order. This agreement is effective with Advertiser’s submission of Advertising Insertion Order by electronic means from Company’s web site(s) or the Company’s payment processing provider.

The Company makes no warranties, expressed or implied, other than those presented in this agreement.

CONTRACT PROVISIONS

ACCEPTANCE: Kidtastic reserves the right to refuse any advertising on the Company’s web site(s) and in the Company’s software program(s) for any reason including: ad materials or links from ad banners to web pages, not deemed appropriate for general viewing by anyone including minors such as pornographic and graphically or verbally explicit materials dealing with sexual or violent subject matter; promotion of fraudulent offers of goods or services; and advertising of products competitive with those offered by the Company.

RATES: Advertising fees will be charged by the Company to the Advertiser at the published rates in effect of the current Rate Card at the time the Advertising Insertion Order is executed.

SIMULTANEOUS BANNERS: Multiple banners for each ad order MUST represent one advertiser and will link to the same page at one web site.

GUARANTEED IMPRESSIONS: Kidtastic guarantees Advertiser’s ad will be shown the minimum number of impressions for the contract period as stated on the Ad Rate Card in effect at the time the ad insertion order is executed. Minimum impressions served by the Kidtastic server represents the total of all banners in the rotation simultaneously throughout advertiser’s ad insertion order for the contract period as reported by the Kidtastic ad administration program. If minimum impressions are not reached over the life of the contract period, the ad will continue to be shown after the end of the contract period until additional impressions are served to meet the total contact minimum as stated on the Ad Rate Card in effect at the time the ad insertion order is executed.

ADVERTISER INTERNET PRESENCE AND CONTENT: Advertiser agrees to maintain a web site or E-mail address for the purpose of linking from its ad banner(s) shown on the Company’s web site(s) and in the Company’s software program(s). Failure by advertiser to make a good faith effort to provide this internet presence, beyond normal outages and down time for maintenance, will result in cancellation of ad contract by Company without notice, forfeiture of all fees up to and including the current month’s fees for ad insertions, and automatic charge back to advertiser of rate differential between advertising contract package and total number of full months ad banners were served until cancellation, which will be deducted from any refunds due Advertiser by Company.

Advertiser agrees to present content via its internet presence deemed appropriate for general viewing by anyone including minors. Content such as pornographic and graphically or verbally explicit materials dealing with sexual or violent subject matter; promotion of fraudulent offers of goods or services; and advertising of products competitive with those offered by the Company is expressly prohibited.

Advertiser agrees to present content via its internet presence that factually and authentically represents the subject matter presented in its ad banners submitted to the Company for showing on the Company's web site(s) and in the Company's software program(s).

Advertiser may at its option change the content of its internet presence so long as that presence factually and authentically represents the content of the ad banners submitted by Advertiser to be shown on the Company's web site(s) and in the Company's software program(s). Changing of content by Advertiser of its internet presence to subject matter not represented by its ad banners may result in cancellation of contract by Company at its discretion and without notice, forfeiture of all fees up to and including the fee for the month cancellation takes place. Advertiser further agrees to pay the rate differential between advertising contract package and total number of full months ad banners were served until cancellation, which will be deducted from any refunds due Advertiser by Company.

PAYMENT: All Advertising Insertion Orders must be paid in full in US currency by the 10th of the month for each month in the contract period. Failure of Advertiser to make payment under these terms may result in cancellation of contract by Company at its discretion and without notice, forfeiture of all fees up to and including the fee for the month cancellation takes place. Advertiser further agrees to pay the rate differential between advertising contract package and total number of full months ad banners were served until cancellation, which will be deducted from any refunds due Advertiser by Company.

ADVERTISER CANCELLATION: Advertiser may cancel contract at any time with 10 days written notice delivered to Kidtastic. Upon cancellation, the Company will make every effort to stop showing Advertiser's ad banners on the Company's web site(s) and in the Company's software program(s) within five days of the effective date of cancellation. Upon cancellation, Advertiser agrees to forfeit all fees up to and including the month cancellation is effective. Advertiser further agrees to pay the rate differential between advertising contract package and total number of full months ad banners were served until cancellation, which will be deducted from any refunds due Advertiser by Company.

BANNER AD INSERTION ORDER FOR KIDTASTIC

Company Name: _____
Contact Name: _____ Title: _____
Address: _____
Address: _____
City: _____ State: _____ Zip: _____
Work Phone: _____ Home Phone: _____ Fax: _____
E-mail Address: _____
Website Title: _____
Web Address: http://_____

Technical Specifications:

Submit banner in .gif file (Size may vary depending on banner placement) on disk or through E-mail. If the banner .gif must be created/modified by Kidtastic, a minimum charge of \$50.00 may apply for re-sizing. Additional charges apply for banner graphic design.

Ad Campaign (Must fill out individual form per Advertising Insertion):

Number of Impressions Cost / Thousand

| | |
|-------------------|-------------------|
| Less than 30,000 | 100% of rate card |
| 30,001 - 50,000 | 95% of rate card |
| 50,001 - 100,000 | 90% of rate card |
| More than 100,001 | 85% of rate card |

Ad Package ID Number: _____ ID Name: _____

Number of Impressions: _____

TOTAL DUE: \$ _____.

Client Signature: _____ Date: _____

Print Name and Title:

Name: _____

Title: _____

Payment:

Method of Payment (Circle One): Check Money Order Cashiers Check

Make Checks Payable to: **Kidtastic**

(Billing Address Must Be Address Used On Banner Insertion Order)

INTERNET ADVERTISING SPONSORSHIP AGREEMENT FOR KIDTASTIC

This Agreement is made and entered into on _____, by and between **Kidtastic** (“Company”), and _____, a _____ corporation located at _____ (“Sponsor”).

BACKGROUND

A. Company operates a World Wide Web (“WWW”) site on the Internet and offers others the opportunity to promote their own goods, services, and information to those who access Company’s system.

NOW, THEREFORE, Company and Sponsor agree as follows:

1. DEFINITIONS

- (a) **Advertising Space** means hard disk space on a Company Server where one (1) Advertisement meeting the specified technical requirements of this Agreement may be stored.
- (b) **Advertisement** means a digital file containing text, graphics, or other audio or visual content that is supplied by Sponsor and can be viewed and selected by users as a Link.
- (c) **Company Server** means a computer server or holding area of Company that users may access via the WWW or FTP portion of the Internet.
- (d) **Impression** means an instance in which a Company Web Page incorporating an Advertisement is accessed via the Internet and is available for viewing on the computer screen of a third party.
- (e) **Link** means a hypertext link to a file available at a Web site that takes the user to that Web site.
- (f) **Slot** means a Company HTML page that might contain a Sponsor’s Advertisement.
- (g) **Start Date** means the first day the Company Server will display Sponsor’s Advertisement.
- (h) **Finish Date** means the last day the Company Server will display Sponsor’s Advertisement.
- (i) **Usage Statistics** means data logged by the Company Server regarding the number of impressions and click-throughs of Sponsor’s server.
- (j) **Click-through** means an instance in which a third party clicks on Sponsor’s banner and is taken to its link location.

2. ADVERTISING SERVICES

- (a) **Advertising Space**. Company will provide Advertising Space to Sponsor from the Start Date to the Finish Date specified in Exhibit A.
- (b) **Slots**. Company will post and maintain Sponsor’s Advertisement in the number and type of Slots specified in Exhibit A.
- (c) **Usage Statistics**. Company will provide to Sponsor available Usage Statistics generated by the tracking software used by the Company. Company makes no representation or warranty about the volume of Impressions, Links, Click-throughs, or general usage of the Company Server and no guarantee that any Usage Statistics will be equal to any published numbers at any given time.

3. ADVERTISEMENT REQUIREMENTS

All Advertisements must meet the following technical requirements and standards (“Advertising Requirements”):

- (a) **Technical Requirements.** Advertisements shall be delivered to Company either via E-mail or computer diskette as Company may specify and in the format specified in Exhibit A. Sponsor hereby authorizes Company to alter the size of any Advertisement to the extent necessary to conform to Company’s display standards. The file containing the Advertisement shall not exceed the amount of kilobytes allowed, or additional charges may be applied to modify its size, shape, and format. Sponsor shall also supply Company with the URL to which Sponsor’s Advertisement will be linked.
- (b) **Standards.** Sponsor warrants that all Advertisements will comply with the following standards:
 - (i) Sponsor owns or has the right to use any material contained in the Advertisement, URL, or materials to which a user may Link;
 - (ii) The use, reproduction, distribution, and transmission of the Advertisement and URL on and from the Company Server does not violate criminal laws or infringe or misappropriate any copyright, patent, trademark, trade secret, or any other proprietary right of any third party; and
 - (iii) The use, reproduction, distribution and transmission of this Advertisement and URL does not constitute false advertising, unfair competition, defamation, and invasion of privacy, or violation of any right of publicity or of any antidiscrimination law or regulation.
- (c) **Unacceptable Advertisements.** Company reserves the right to refuse:
 - (i) Any Advertisement that does not fully conform to any technical requirement or standards as stated in the Advertisement Requirements set forth herein, and
 - (ii) Advertisements for any reason in Company’s sole discretion. Company also reserves the right to refuse or delay the Start Date for any Advertisement that is not delivered to Company at least 10 days before the Start Date, or
 - (iii) Content such as pornographic and graphically or verbally explicit materials dealing with sexual or violent subject matter, promotion of fraudulent offers of goods or services, and advertising of products competitive with those offered by the Company is expressly prohibited.

4. NO BROKERING

Sponsor shall not broker, resell, or otherwise provide to third parties the advertising services provided by Company to Sponsor under this Agreement. Sponsor shall use the Company Server solely to promote its own goods, services, or information.

5. RATES AND PAYMENT

Sponsor shall pay Company a Sponsorship fee as set forth on Exhibit A. Payment is due 30 days after Sponsor’s receipt of Company’s invoice. Company reserves the right to hold Sponsor and its authorized

6. TRUTH IN ADVERTISING; INDEMNIFICATION

Sponsor is solely responsible for any liability arising out of or related to the Advertisement and any material to which users can link through the Advertisement.

Sponsor shall indemnify and hold Company harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonably attorney's fees) associated with any claim or action brought against Company arising out of or related to Sponsor's breach of any of Sponsor's representations or warranties.

7. DISCLAIMER

THE ADVERTISING SERVICES ARE PROVIDED ON AN "AS IS," AS TO THE SUITABILITY OF, OR THE RESULTS THAT MAY BE OBTAINED THROUGH, THE ADVERTISING SERVICES. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY

Company's liability under this Agreement will be limited to direct damages and will not exceed the amount of the fees paid by Sponsor to Company under this Agreement. In no event will Company be liable for incidental, indirect, special, or consequential damages, even if it has previously been advised of the possibility of such damages.

9. TERM AND TERMINATION

(a) **Term.** The term for this Agreement shall commence on the Start Date and expire on the Finish Date unless Sponsor gives Company 10 days advance notice of its intent to renew this Agreement and extend the Finish Date and pays the then-current advertising fee for that extension.

(b) **Termination.** Either party may terminate this agreement for any reason on 10 days notice. Either party may terminate this Agreement for material breach of the terms and conditions of this Agreement on 10 days notice unless the breach is cured with such 10 day period.

10. GENERAL PROVISIONS

(a) **Assignment.** This Agreement may not be assigned by Sponsor or by operation of law to any other person, firm, or corporation without the express written approval of Company.

(b) **Notices.** All notices and demands hereunder shall be in writing and shall be served by personal service or by mail at the address of the receiving party specified on the first page of this Agreement (or at such different address as may be designated by such party by written notice to the other party). All notices or demands by mail shall be by certified or registered mail, return receipt requested, or by nationally recognized private express courier and shall be deemed complete upon receipt.

(c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California.

(d) **Relationship of the Parties.** Each party is acting as an independent contractor and not as an agent, partner, or joint venturer with the other party for any purpose. Except as provided in the Agreement, neither party shall have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other.

(e) **Force Majeure.** Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failures, earthquakes, networking problems, or other disasters.

(f) **Survival of Certain Provisions.** The indemnification obligations set forth in the Agreement shall survive the termination of the Agreement by either party for any reason.

(g) **Headings.** The titles and heading of the various sections and paragraphs in this agreement are intended solely for reference and are not intended for any other purpose whatsoever or to explain, modify, or place any construction on any of the provisions of this Agreement.

(h) **All Amendments in Writing.** No provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

(i) **Entire Agreement.** The parties have read this Agreement and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, between them relating to the license and to the subject matter hereof. No representations or statements of any kind made by either party that are not expressly stated herein shall be binding on such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COMPANY:

SPONSOR:

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT A

1. **START DATE:** _____

2. **FINISH DATE (If Applicable):** _____

3. **SLOTS**

Number of Front Page (Primary): _____

Number of Front Page (Mini-Banner): _____

Number of City Banner: _____

Number of Apartment Building: _____

Number of Personal Organizer: _____

4. **REQUIRED FORMAT:**

GIF images not to exceed the specified size in banner specifications per slot.

5. **SPONSORSHIP FEE:** \$ _____

Advertising Rate Card

Effective 10/5/99

| ID Number | Ad Package ID Name | Description | Unit Sold | Unit Price |
|------------------|-------------------------------|---|-------------------|-------------------|
| FPP01 | Primary | Most prominent banner on Kidtastic. Is viewed on front page, sub-pages*, and company info pages. | Per 1,000 | \$ 150.00 |
| FPMB02 | Mini-Banner | Smaller front page banner, less expensive than the primary slot. | Per 1,000 | \$ 100.00 |
| POG03 | Organizer | Appears at the top of the Personal Organizer. | Per 1,000 | \$ 70.00 |
| CYB04 | City | Runs city-wide on all city pages, except user apartment pages. | Per 2,000 | \$ 110.00 |
| APT05 | Apartments | Runs throughout user apartment pages | Per 500 | \$ 40.00 |
| EML06 | E-mail Sponsor | Your tag line runs at the bottom of all Kidtastic Cool Mail. | 5 Mailings | \$ 900.00 |

* Excludes Personal Organizer

Why Advertise With Kidtastic?

- You will advertise to an extremely large, targeted audience of children in families with access to the Internet, and in elementary and middle schools that are connected to the Internet.
- You will have access to your own real-time statistics. Find out how many impressions, click-throughs, per-day averages, and more.
- Kidtastic offers extremely flexible ad pricing to suit large and small advertisers. We offer run-of-site, targeted, and per-day ad campaigns.
- All ad spots offer unlimited click-throughs. This means that unlike most other websites, we won't charge you for having a successful advertising campaign.
- Sponsorships and Partnerships are available.
- We have very aggressive growth targets for the upcoming months/years. Revenue we receive in the form of advertising, partnerships, and sponsorships will be spent on expanding our advertising and public relations campaigns. Our partners and sponsors will be mentioned in our national ad campaigns.

Kidtastic™

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advertising@kidtastic.com