

ProDIGIQ, Inc. Advertising Terms and Conditions

Last updated: October 5, 2008

Terms and Conditions

Acceptance

By submitting an advertisement ProDIGIQ, Inc (hereafter "ProDIGIQ"), you, the Advertiser or its agency (collectively "Advertiser"), agree, without limitation or qualification, to be bound by, and to comply with, these Terms and Conditions and any other posted guidelines or rules applicable to any individual ProDIGIQ Product or Service. All such guidelines and rules are hereby incorporated by reference into the Terms and Conditions and shall govern the airport advertising order (the "Advertising Order"), superseding all terms therein except for those relating to advertisement scheduling and pricing.

Conditions and Restrictions on Use

All Advertising Orders are subject to acceptance by ProDIGIQ. Rates and the Advertising Terms and Conditions are subject to change without notice. ProDIGIQ reserves the right to refuse or cancel any Advertising Order, without cause, at any time. The Advertising Terms and Conditions and Advertising Order shall be collectively known as the "Agreement." Advertiser and its agency (if applicable) shall be jointly and severally responsible under this Agreement.

1. Term of Agreement. The term of this Agreement commences on the Placement Start Date set forth by the Advertising Order for a term of one year.

2. Terms of Payment. The Advertiser must submit to ProDIGIQ the charge for the amount specified in the Advertising Order prior to the Placement Start Date. In the event of any failure by Advertiser to make timely payment, the Advertising Order will be suspended until payment is received and the Advertiser will be responsible for all reasonable expenses (including attorneys' fees) incurred by ProDIGIQ in collecting such amounts. All payment amounts in this Agreement are in U.S. dollars and are exclusive of any applicable taxes and shall be made free and clear of, without reduction for, (and Participant shall be responsible for and shall indemnify ProDIGIQ against) any applicable U.S. and foreign, state, and local taxes; value-added or sales taxes; withholding taxes, duties or levies and assessments, howsoever designated or computed, pertaining to the payments under this Agreement (excluding taxes based upon the net income of ProDIGIQ). Participant shall promptly furnish ProDIGIQ with tax receipts evidencing the payment of any taxes referred to in the preceding sentence. ProDIGIQ and Participant shall cooperate with each other in minimizing any applicable tax and in obtaining any exemption from or reduced rate of tax available under any applicable law or tax treaty.

3. Positioning and Sequence of Advertisements. Positioning and sequencing of advertisements on any displays at the airport is at the sole discretion of ProDIGIQ.

4. Renewal. Except as expressly set forth in the Advertising Order, any renewal of the Advertising Order and acceptance of any additional advertising order shall be at ProDIGIQ's sole discretion. Pricing for any renewal period is subject to frequent change by and is solely at ProDIGIQ's discretion.

5. No Assignment or Resale of Ad Space. Advertiser may not resell, assign, or transfer any of its rights hereunder. Any attempt by Advertiser to resell, assign or transfer such rights shall result in immediate and automatic termination of this Agreement, without liability to ProDIGIQ.

6. Provision of Advertising Materials. (a) Advertiser will provide all materials for the advertisement in accordance with ProDIGIQ's policies in effect at the time, including without limitation the manner of transmission to ProDIGIQ and the lead-time prior to displaying of the advertisement. ProDIGIQ shall not be required to display any advertisement that is not received in accordance with such. Advertiser hereby grants to ProDIGIQ a nonexclusive, worldwide, fully paid license to use, perform, reproduce, display, transmit, and distribute the advertisement and all contents therein in accordance herewith. (b) If Advertiser uses third parties to serve the advertisement hereunder ("Third Parties"), Advertiser shall be responsible for such Third Parties complying with the terms of this Agreement.

7. Statistics. Unless specified in the Advertising Order, ProDIGIQ makes no guarantee with respect to usage statistics or levels of impressions for any advertisement.

8. Right to Reject Advertisement. All contents of advertisements (including those served by Third Parties) are subject to ProDIGIQ's approval. ProDIGIQ reserves the right to reject or cancel any advertisement, Advertising Order, URL link, space reservation or position commitment, at any time, for any reason whatsoever (including belief by ProDIGIQ that any placement thereof may degrade the graphic quality of the ProDIGIQ or may subject ProDIGIQ to criminal or civil liability).

9. No Warranty. ProDIGIQ MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WITHOUT LIMITATION ADVERTISING AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE.

10. Limitations of Liability. In the event that ProDIGIQ fails to display an advertisement in accordance with the schedule provided in the Advertising Order, or in the event that ProDIGIQ fails to deliver the full time period of the Advertising Order (if any), or in the event of any other failure, technical or otherwise of such advertisement to appear as provided in the Advertising Order, the sole liability of ProDIGIQ and exclusive remedy of Advertiser shall be limited to displaying of the advertisement at a later time until the total advertising time is delivered. In no event shall ProDIGIQ be liable for any act or omission, or any event directly or indirectly resulting from any act or omission, of Third Parties (if any). IN NO EVENT SHALL ProDIGIQ BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, LOST PROFITS, INDIRECT OR OTHER DAMAGES, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, EVEN IF ProDIGIQ HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. ProDIGIQ's AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE AMOUNT RECEIVED BY ProDIGIQ FROM ADVERTISER FOR THE ADVERTISING ORDER GIVING RISE TO THE CLAIM. Without limiting the foregoing, ProDIGIQ shall have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any other condition affecting production or delivery in any manner beyond the control of ProDIGIQ. Advertiser acknowledges that ProDIGIQ has entered into this Agreement in reliance upon the limitations of liability set forth herein and that the same is an essential basis of the bargain between the parties.

11. Advertiser's Representations; Indemnification. Advertiser represents and warrants to ProDIGIQ, and Third Parties (if any), that Advertiser holds all necessary rights to permit the use of the advertisement by ProDIGIQ for the purpose of this Agreement; and that the use, reproduction, distribution, transmission or display of advertisement, and any data regarding users, or any products or services made available to users, through the advertisement will not (a) violate any criminal laws or any rights of any third parties or (b) contain any material that is unlawful or otherwise objectionable, including without limitation any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law. Advertiser agrees to indemnify, defend and hold ProDIGIQ and Third Parties (if any) harmless from and against any and all liability, loss, damages, claims or causes of action, including reasonable legal fees and expenses, arising out of or related to (i) breach of any of the foregoing representations and warranties, or (ii) any third-party claim arising from use of or access to the advertisement under this Agreement or any material to which users can link, or any products or services made available to users, through the advertisement under this Agreement.

12. Cancellations and Refunds. The Advertising Order is cancellable by Advertiser, subject to a 30-day cancellation processing time and 5% administrative processing fee. Advertiser agrees that advertisements displayed within the 30-day cancellation time are subject to payment debit from Advertiser's account. If Advertiser cancels the Advertising Order, in whole or in part, ProDIGIQ will refund the remaining account balance, minus a 5% administrative processing fee, in thirty (30) business days. No cancellations or refunds are permissible if the Advertiser avails of wholesale pricing, limited-time offer(s) and/or promotional advertising rate(s).

13. Construction. No term or condition other than those set forth in the Advertising Terms and Conditions or in the Advertising Order relating to advertisement scheduling and pricing shall be binding on ProDIGIQ unless in a writing signed by duly authorized representatives of the parties. In the event of any inconsistency between the Advertising Order and the Advertising Terms and Conditions, the Advertising Terms and Conditions shall control. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. The terms and conditions hereof shall prevail exclusively over any written instrument submitted by Advertiser, including Advertiser's Advertising Order, and Advertiser hereby disclaims any terms therein, except for terms therein relating to advertisement scheduling and

pricing.

14. Confidentiality. "Confidential Information" shall mean (i) advertisements, prior to publication; (ii) the Advertising Order and any ProDIGIQ statistics that shall be deemed ProDIGIQ Confidential Information; and/or (iii) any information designated in writing, or identified orally at time of disclosure, by the disclosing party as "confidential" or "proprietary." During the term of this Agreement, and for a period of two years following this term, neither party will use or disclose any Confidential Information of the other party except as specifically contemplated herein. The foregoing restriction does not apply to information that: (i) has been independently developed by the receiving party without access to the other party's Confidential Information; (ii) has become publicly known through no breach of this Section 14 by the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure; (iv) has been approved for release in writing by the disclosing party; or (v) is required to be disclosed by a competent legal or governmental authority.

15. Termination; Effect of Termination. In the event of a material breach by Advertiser, ProDIGIQ may terminate this Agreement immediately without notice or cure period, without liability to ProDIGIQ. In the event of any termination, Advertiser shall remain liable for any amount due under an Advertising Order for advertisement delivered to ProDIGIQ and such obligation to pay shall survive any termination of this Agreement. If the parties contemplate any provision to survive any termination or expiration of this Agreement, such provision shall survive such termination or expiration. At the request of the disclosing party, the receiving party shall return all of the disclosing party's Confidential Information to the disclosing party.

16. Miscellaneous. This Agreement: (i) shall be governed by and construed in accordance with the laws of the State of California, without giving effect to principles of conflicts of law; and (ii) will not be governed by the United Nations Convention of Contracts for the International Sale of Goods. This Agreement may be amended only by a writing executed by a duly authorized representative of each party. Advertiser shall make no public announcement regarding the existence or content of the Advertising Order without ProDIGIQ's prior written approval, which approval shall not be unreasonably withheld. Any dispute hereunder will be negotiated in good faith between the parties within 45 days commencing upon written notice from one party to the other. Any notices under this Agreement shall be sent to the addresses set forth in the Advertising Order (or in a separate writing) by facsimile or nationally recognized express delivery service and deemed given upon receipt. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party. If any provision contained in this Agreement is determined to be invalid, illegal, or unenforceable in any respect under any applicable law, then such provision will be severed and replaced with a new provision that most closely reflects the original intention of the parties, and the remaining provisions of this Agreement will remain in full force and effect.