

## INTERNET ADVERTISING AGREEMENT

THIS AGREEMENT (the "Agreement") is hereby entered into between MLS Hawaii, Inc., with offices at 680 Iwilei Road Suite 777, Honolulu, HI 96817 ("Host Provider") and "you" meaning the applicant, with offices at the address provided by "you" (the "Customer") on the following terms and conditions:

1. General Undertaking. The Host Provider operates a site on the Internet's World Wide Web known as HawaiiInformation.com (the "Host Site") which is configured to support third party advertisements. A third party Web site (the "Advertised Site") can purchase space on the Host Site to display text-based descriptions or banner/button of its Advertised Site, and a hypertext pointer or "hotlink" which, when clicked by a mouse, transports visitors from the Host Site to the Advertised Site (the "Advertisement"). The "Customer" wishes to commission the Host Provider to run its Advertisement on the Host Site during the Term and at the price stated at the time of the purchase ("Prices & Payment").

2. Submission of Advertisement. The Customer will submit its Advertisement to the Host Provider according to Host Provider's Advertising Submission Specifications (available upon request). Host Provider may, in its sole judgment, reject any Advertisement which is not in proper format, any Advertised Site which is not functional or which Host Provider considers unsuitable for linking to the Host Site. If Host Provider rejects Customer's Advertisement and the Customer is unable or unwilling to comply with Host Provider's submission guidelines, then this Agreement shall be deemed terminated and Customer's sole remedy shall be to obtain a refund of any prepaid advertising fees.

### 3. Prices & Payment.

(a) Advertising Fee. The Advertising Fee compensates Host Provider for setting up, placing and operating the Customer's Advertisement on the Host Site during the Term. The Advertising Fee is submitted with the Advertisement Insertion Order. The stated price will remain in effect during the stated Term.

(b) Late Payments & Taxes. The Advertising Fee is prepaid, in arrears, by major credit card. Services may be suspended or terminated on one (1) days' notice if Customer fails to pay any amount when due. Any fraudulent payment shall be subject to costs of collection, including reasonable legal fees. Customer shall upon demand pay, indemnify and hold Host Provider harmless from all sales, use, gross receipts, GST, value-added, personal property or other tax or levy (including interest and penalties) imposed on the services and deliverables provided hereunder, other than taxes based on the net income or profits of Host Provider.

4. Operational Matters. The Host Provider reserves the right in its sole discretion to determine all matters concerning the configuration of hardware, software, telecommunications, system components, advertising categories, positioning of Customer's Advertisement, and other administrative or operational issues for the Host Site as it deems necessary or helpful in the normal course of business.

5. Proprietary Rights. Each party (or identified third party) owns its respective Web site and all material and content contained in it. Nothing herein grants the other party any right, title or license in a party's intellectual property rights, except only that Customer grants Host Provider the limited, nonexclusive license to setup and display the Customer's Advertisement (including any trademarks and servicemarks included with it) on the Host Site during the Term of this Agreement. Upon termination, the Host Provider shall deactivate the Customer's Advertisement. Nothing herein grants Customer any right to publish or use any trademark, servicemark, logo or name of Host Provider in any advertisement, sales promotion or press release without Host Provider's prior written consent. Nothing herein imposes any confidentiality restriction on either party.

6. Injunctive Relief. The parties acknowledge that violation by one party of the provisions of Section 5 ("Proprietary Rights") would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that temporary and permanent injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

7. Force Majeure. The Host Provider is excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its reasonable control. Such causes include, without limitation, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, transportation, utilities or necessary supplies, governmental

action, computer viruses and incompatible or defective equipment, software or services not supplied by Host Provider. Nothing herein enlarges any warranty or diminishes any disclaimer provided in Section 10 ("Warranties").

8. Regulation of Certain Content. Host Provider is a mere distributor and is relying on Customer to prescreen or editorially control the content of Customer's Advertisement and the Advertised Site. Host Provider reserves the right to request the removal of information in the Advertisement or Advertised Site brought to its attention which it deems detrimental to the Host Site or any person. Customer agrees not to include in the Advertisement or the Advertised Site any material which violates or infringes the rights of any person or which a reasonable person would consider abusive, profane or offensive, which is defamatory or harassing, or which violates or encourages others to violate any applicable law. Customer will not disseminate so-called "chain letters," pornographic or obscene movies or graphic images. To protect itself, Host Provider may without liability actively cooperate with and furnish identifying and supporting information to any person likely to be harmed by Customer's violation of these provisions and to any law enforcement agency serving a warrant or subpoena on the Host Provider. Unless otherwise agreed, Customer shall not include excessive hotlinks from the Advertised Site to third party Web sites.

9.. Warranties. The following provisions are subject to Section 10 ("Limitation of Liabilities").

(a) Noninfringement Warranty. Customer warrants that its Advertisement and any technology, information or material distributed through the Advertised Site will not infringe or misappropriate any copyright, trademark, patent, trade secrets or privacy rights of any third persons, or otherwise violate this Agreement or any applicable law. Customer will defend, indemnify and hold Host Provider harmless from all liability and expense (including attorney fees) arising from any claim to the contrary.

(b) Disclaimer. All services, technology or other deliverables are supplied by Host Provider strictly on an "as is" and "as available" basis without any express or implied warranty, guarantee or other assurance of quality, conformity with specifications, reliability or functionality. Customer accepts all risk concerning suitability, use, performance or nonperformance. HOST PROVIDER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION AND FITNESS FOR A PARTICULAR PURPOSE.

10. Limitation of Liabilities. The following provisions are a material condition of this Agreement and reflect a fair allocation of risk:

(a) Remedies. Customer agrees that if the Host Provider violates any provision of this Agreement and Host Provider determines that repair or other corrective action is not economically or technically feasible, Customer's sole and exclusive remedy will be to obtain a refund of amounts paid by Customer to Host Provider for the allegedly defective services.

(b) Liabilities. HOST PROVIDER IS NOT LIABLE FOR ANY AMOUNT EXCEEDING THE ADVERTISING FEES PAID BY CUSTOMER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO ANY CLAIM. IN NO EVENT SHALL HOST PROVIDER BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT, LOST DATA, BUSINESS INTERRUPTION OR ATTORNEYS FEES) EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY.

11. Term & Termination.

(a) Term. This Agreement shall commence on the date Host Provider accepts the Advertisement under Section 1 ("General Undertaking"). Unless terminated earlier under Subsection (b) ("Termination"), the term of the Advertisement placement and this Agreement shall continue on for the life the specified Advertisement campaign or until either party terminates by giving the other party written notice prior to commencement of the next renewal Term. In addition, the Host Provider reserves the right to suspend or terminate the Advertisement at any time without cause and "for convenience," subject to a timely refund of any unearned Advertising Fees prepaid by Customer.

(b) Termination. Either party may suspend or terminate this Agreement if the other party materially breaches any provision and fails within one (1) day of written notice to correct such default or commence corrective action reasonably acceptable to the

aggrieved party and proceed with due diligence to correction. Termination shall have no effect on the parties' rights and obligations under Section 5 ("Proprietary Rights"), Section 6 ("Nonsolicitation"), Section 10 ("Warranties"), Section 11 ("Limitation of Liabilities") or Section 14 ("Export Regulations").

12. Disputes, Choice of Law. Except actions for certain injunctive relief authorized under Section 7 ("Injunctive Relief") which may be brought in a court of competent jurisdiction at any time, the parties agree that all disputes shall be submitted to a single arbitrator under proceedings conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award of the arbitrator shall be limited to remedies otherwise available in court, shall include a written explanation of the decision and shall be binding upon the parties and enforceable in any court of competent jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE UNITED STATES AND HAWAII, AND ANY ACTION SHALL BE INITIATED AND MAINTAINED IN A FORUM OF COMPETENT JURISDICTION IN SUCH DESIGNATED STATE.

13. Export Regulations. The transfer of technology across national boundaries is regulated by the U.S. Government. Customer agrees not to export or re-export (including by way of electronic transmission) any data or technology derived from its Web site without first obtaining any required export license or governmental approval. Customer shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce. This provision and the assurances made herein shall survive termination of this Agreement.

14. Independent Contractors. Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein establishes a partnership, joint venture, association or employment relationship between the parties or any exclusive course of dealing.

15. Miscellaneous. This document and any attachments incorporated by reference constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect. Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

\_\_\_\_\_  
Advertiser (Print)

\_\_\_\_\_  
Host Site Advertising Manager

\_\_\_\_\_  
Advertiser (Signature)

Date: \_\_\_\_\_