



BrightServe™ Publisher Network Agreement

1. PUBLISHER INFORMATION			
Company Name :		Effective Date:	
Address:		City/St/Zip:	
Marketing Contact:		Email:	
Technical Contact:		Email:	
Payments Contact:		Email:	
Phone:		Fax:	
Website/URL where impressions will be served::			

BrightServe™ Publisher Network

This agreement authorizes BrightServe™ Corporation ("BrightServe™"), 19468 SW 80th Ct, Miami, FL 333157, a Delaware Corporation, to use its BrightServe™ ad server to provide on demand ad networks, ad buys and ad flow appearing on the PUBLISHER's website/URL under management with the goal of improving and maximizing monthly ad revenue during the term of this agreement.

Publisher Stipulations

PUBLISHER agrees to the following stipulations:

- Publisher agrees BrightServe™ may refuse to serve impressions on any Publisher content deemed inappropriate by BrightServe™ at its sole discretion.
- Publisher will place BrightServe™ ads above the fold on their web pages.
- Publisher is prohibited from using robots to generate fake ad impressions or click-throughs.
- Publisher will document upon request at any time the number of unique visitors and pageviews per month on its website.
- Publisher asserts that its website has traffic of at least 500,000 unique pageviews per month.

Ad Flow Management with BrightServe™ Ad Server

The PUBLISHER will put a test code, compliant with specifications provided by BrightServe™, on a test page to verify ad tags, demonstrate ad server display and console functionality. Upon completion of a successful test, PUBLISHER will place BrightServe™ ad codes on pages served from the website/URL under management. Run of network tags may be used at the discretion of the PUBLISHER, but impressions must be delivered to cover the impression requirements for any ad buy where the PUBLISHER has been asked in advance and has quoted availability at a specific rate to cover that campaign. PUBLISHER agrees to update BrightServe™ ad code as necessary when directed by BrightServe™ during the term of this Agreement.

Access to Hourly/Daily Impression Tracking & Reporting (1 hour delay)

The PUBLISHER shall have access to a read-only console which will show hourly and daily impression tracking and reporting of the ad flow to the PUBLISHER's website. Data will be grouped by website, ad buy, ad size/format and by container. Containers are ad-hoc named, dynamic groupings of pages assigned BrightServe™ to effect that the best performing ads buys go to the most appropriate groups of pages on the website. The PUBLISHER's console shows the current allocations of pages in each defined container.



Impressions

The BrightServe™ ad server delivers ad code for impressions based on browser requests for ad code on a page served from the website/URL under management. Each browser request for ad code from the BrightServe™ ad server may or may not result in an ad impression being registered by the desired target ad network and ad buy. If an end user terminates display of a page, has a problem with their browser or their browser's ability to reach the BrightServe™ ad server, moves on to another page quickly, or a third party ad network is unable to display an ad or redirect to a backup network in a timely manner; that impression may be lost and not generate any potential ad revenue. PUBLISHER will be able to set default ad code (or redirect) for an impression which BrightServe™ knows it will not be able to fill based on ad buy requirements such as geotargeting, frequency caps, etc. PUBLISHER understands that while the BrightServe™ ad server is trying to maximize ad revenue derived from the website/URL under management, BrightServe™ does not and cannot guarantee that all potential ad impressions will be filled.

Term

The Term of this Agreement shall commence once this Agreement has been signed and received by BrightServe™ and will continue until one year from the Effective Date, unless terminated pursuant to the Terms & Conditions of this Agreement. This Agreement shall automatically renew for the same Term unless terminated in writing by either party prior to the last month of each Term.

Cancellation

PUBLISHER may terminate this agreement, with written notice to bfranklin@brightsrv.com at any time after ninety (90) days from the Effective Date. If PUBLISHER terminates this agreement, PUBLISHER will be responsible to deliver impressions for any direct sold ad buys up to thirty (30) days after BrightServe™ receipt of PUBLISHER's written notice of cancellation. Thereafter, the PUBLISHER is responsible for removing BrightServe™ ad code from pages found on website/URL under management.

Ad Revenue Fee Calculations

PUBLISHER shall receive a 60% pass-thru net fee payment for ads served on the BrightServe™ network. This means that for every dollar of gross ad revenue successfully delivered through the PUBLISHER's website to BrightServe™ advertisers and third-party networks that \$0.60 of the fee will be paid to the PUBLISHER and BrightServe™ shall receive the remaining \$0.40 for cover the cost of sales, ad server delivery, reporting, etc.

Monthly Reporting and Payments

BrightServe™ shall report via email or the ad console to the PUBLISHER on the 5th calendar day of the month for the monthly ad revenue earned during the preceding calendar month. The fee shall be based on the above monthly ad revenue fee calculations for the total ad revenue generated by the website/URL under management. All amounts are in US dollars. Terms of the payment shall be Net 25 for the payment of prior month's net revenue, meaning that the PUBLISHER shall be paid all monthly management fees due for a given calendar month within 30 days of the end of that month. PUBLISHER must provide electronic deposit information to insure timely receipt of payment. If electronic deposit information is not provided, then payment by check will be made on the 30th day after the end of a month where a total of \$100 of revenue has accrued and has not been paid.



Confidentiality and Non-Circumvent

Each party agrees that all information obtained from the other party will be accepted in confidence and maintained strictly confidential and shall not, without prior written consent to the disclosing party, disclose such information to another or move to circumvent BrightServe™ from business relationships, previously developed and or introduced by BrightServe™.

Each party agrees not to circumvent each other. Neither party will attempt to circumvent the other party by contacting any person, company or entity introduced to them by the other party, or any of the other party's customers, distributors, PUBLISHERS, consultants, agents or the like, anywhere in the world without the expressed authority of, and in the interest of both parties. *If an advertiser, agency or network that we introduced or are managing should make contact with your company in any capacity, you must disclose this information to BrightServe™ or you will be in breach of this agreement.*

The obligations of confidentiality and non-circumventing set forth above shall commence on the date hereof and continue during the performance of services by BrightServe™ and for a period of one (1) year thereafter; provided that such obligations shall not apply to any information which (a) is rightfully received by the Undersigned or BRIGHTSERVE™ from a third party having the right to disclose such information (b) is or hereafter becomes public knowledge through no act or fault of either party (c) is proven by written evidence to have been independently developed by either party without any reference to the Confidential Information.

In the event of a breach of this agreement, the aggrieved party is entitled to seek a court order, without notice, to bar disclosure in violation of this agreement. The prevailing party shall be entitled, in addition, to consequential damages all commissions and fees arising from media, creative or technology, reasonable attorney fees and costs of enforcement of this agreement.

Methods May Change

BrightServe™ reserves the right to change the methods by which it performs BrightServe™ Publisher Network Services, based on the requirements and guidelines established by each advertising client, agency and network.

Special Instructions

This Agreement may be modified through email correspondence with agreement by both parties.

Transferability

The terms of this agreement shall be binding upon and inure to the benefit of the Parties to the agreement. BrightServe™ may fully assign its rights and obligations under the agreement, and any assignee or successor in interest of BrightServe™ shall have all of the rights and obligations accorded to BrightServe™ under this agreement.

Hold Harmless

PUBLISHER shall indemnify, defend and hold BrightServe™ harmless from and against any and all liabilities, damages, losses and claims, which may be suffered by site, arising out of a claim that the advertisements infringe or misappropriates any patent, copyright or other proprietary right. In no event will BrightServe™ be liable to site for any damages or any losses whatsoever.



Use of Logos

PUBLISHER authorizes BrightServe™ to use PUBLISHER's name and logo on the BrightServe™ website, in BrightServe™ media collateral, and in BrightServe™ related press releases for the purposes of i) marketing to potential publisher partners for BrightServe™, and ii) marketing to ad networks, agencies and advertisers contacted by BrightServe™ Services.

Applicable Law

The applicable law of the state of Florida (United States of America) shall govern this IO, without regard to principles of conflicts of laws and the Miami-Dade County, Florida court shall be the legal venue. All disputes will be brought to arbitration before extending to the legal venue.

Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof.

AUTHORIZATION: SIGNING THIS DOCUMENT ACCEPTS TERMS ABOVE AND CONTRACTUALLY BINDS BRIGHTSERVE™ AND PUBLISHER.	
BRIGHTSERVE™ AUTHORIZED SIGNATURE:	DATE:
PUBLISHER AUTHORIZED SIGNATURE:	DATE: