

Exhibit C

JAN-09-2007 12:57 From:NAMEMEDIA, INC.

7818392801

To:13104962808

P.2/28



Google Inc.
1600 Amphitheatre Parkway
Mountain View, CA 94043
Tel: (650) 623-4000
Fax: (650) 618-2678

Google Services Agreement ORDER FORM

Google SPD Rep: E. Elbaz
Google SPD Director: M. Leibowitz
Google Sales Engineer:
Google Legal Contact: S. Smith

| | | | |
|--|---------------------------------------|---|---|
| CUSTOMER (FULL LEGAL NAME): NameMedia, Inc. | | GSA Effective Date: March 1, 2007 | NDA Effective Date: November 1, 2008 |
| Corporate Contact Information: | | Billing Contact Information: | Legal Notices to: |
| Attention: | Robert Balazy | Chris Whitten | Melinda Brown |
| Title: | Dir, Business Development | Finance Manager | General Counsel |
| Address, City, State, Postal Code, Country: | 230 Third Avenue Waltham, MA 02451 | 230 Third Avenue Waltham, MA 02451 | 230 Third Avenue Waltham, MA 02451 |
| Phone: | 781-839-2821 | 781-839-2800 | 781-839-2800 |
| Fax: | 781-839-2801 | 781-839-2801 | 781-839-2801 |
| Email: | rbalazy@namemedia.com | cwhitten@namemedia.com | mbrown@namemedia.com |
| Technical Contact: | Name: Pedro Canahuatl | Email: pedro@namemedia.com | Tel: 703-351-1474 |
| Customer Wire Transfer Info (if applicable): Comerica Bank 226 Airport Parkway San Jose, CA 95110-4348 ABA: 121137522 Wire acct# 189-276-7755 Swift #: MNBDU533 Phone: 800-289-9050; fax: 408-558-5197 | | D&B DUNS Number: 191894547 | VAT/Tax Number: |
| Order Form Effective Date: March 1, 2007 | | Initial Services Term: March 1, 2007 – August 31, 2008 | |

| ADSENSE SERVICES | | |
|---|---|---|
| ADSENSE FOR SEARCH ("AFS") | Customer's AFS Revenue Share Percentage (%) | Specifications |
| <input checked="" type="checkbox"/> AdSense for Search AFS Site: a web page hosted by Customer and generated following an End User click on a related or popular search term on a Landing Page or following an End User query into a search box from a Landing Page. Approved Client Application: None if not stated here. | As set forth in Section 14.1 below | Sponsored Links/Results Page Min: # Wide Format # ; Narrow Format # Above-the-fold: Yes See Exhibit A for other AFS Specifications |
| Optional AdSense for Search Features: (check the applicable boxes) | <input type="checkbox"/> AdSafe Level: <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/> Off <input type="checkbox"/> Adult Only | |
| ADSENSE FOR CONTENT ("AFC") | Customer's AFC Revenue Share Percentage (%) | Specifications |
| <input checked="" type="checkbox"/> AdSense for Content AFC Site: Customer contents sites which have been approved in writing by Google in accordance with Section 3.13 below. Approved Client Application: None if not stated here. | As set forth in Section 14.1 below | See Exhibit B for AFC Specifications |
| Optional AdSense for Content Features: (check the applicable boxes) | <input type="checkbox"/> AdSafe Level: <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Link Units | |
| ADSENSE FOR DOMAINS ("AFD") | Customer's AFD Revenue Share Percentage | |
| <input checked="" type="checkbox"/> AdSense for Domains Est. Query Vol./Day | As set forth in Section 14.1 below | |

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| To Be Completed By Google Finance | |
|--|---|
| Customer PO #: _____ | Currency: <input checked="" type="checkbox"/> US Dollar <input type="checkbox"/> Japanese Yen <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Credit Check Complete | |





GSA Order Form Terms and Conditions

1. Incorporation of Google Services Agreement. This Order Form, including the terms and conditions hereunder, shall be governed by and incorporates by reference the Google Services Agreement between Google and Customer with the GSA Effective Date set forth in the Cover Page of this Order Form (the "GSA"). If any terms of this Order Form conflict with the terms of the GSA, the terms of this Order Form shall control. The GSA and this Order Form together comprise the "Agreement."

2. Services Term. The term of this Order Form shall commence on the Order Form Effective Date and shall continue for the period of the Initial Services Term stated above, unless earlier terminated as provided in this Agreement. Upon the expiration of the Initial Services Term, this Order Form will automatically renew for an additional twelve (12) month period, unless either party notifies the other of its intent to terminate this Order Form not less than six (6) months prior to the end of the Initial Services Term. Thereafter this Order Form may be renewed only upon a definitive written agreement signed by the parties. For purposes of this Agreement, the term of any renewal hereunder is referred to as the "Renewal Term," and the Initial Services Term, together with the Renewal Term, if any, may also be referred to as the "Services Term."

3. Defined Terms. The following capitalized terms shall have the meanings set forth below. Capitalized terms used but not defined in this Order Form shall have the meanings stated in the GSA.

GENERAL

3.1. "Above-the-fold" means that portion of an Internet browser that is visible to any End User at a minimum resolution of 800 by 600 pixels without scrolling within the applicable Web page, as viewed through an Internet browser application considered among the top two (2) most widely used from time to time.

3.2. "Ads" or "Advertising Results" means advertisements served by Google hereunder.

3.3. "AdSense Deduction" for any period during the Services Term means the sum of (a) fifteen percent (15%) of AdSense Revenues for such period PLUS (b) agency, referral and third party advertising service provider fees incurred by Google and attributed to Ads provided hereunder in such period. Notwithstanding the foregoing, Google reserves the right to increase the AdSense Deduction Percentage from time to time during the Services Term by up to an aggregate of five percentage points (5%).

3.4. "AdSense Percentage" means the percentage set forth in Section 14.1 of this Order Form.

3.5. "AdSense Revenues" for any period during the Services Term means ad revenues that are recognized by Google in such period and attributed to Ads displayed on the AFC, AFS and AFD Sites in such period in accordance with the requirements of this Agreement.

3.6. "Client Application" means any application, plug-in, helper, component or other executable code that runs on user's computer; examples of Client Applications include those that provide instant messaging, chat, email, data, file viewing, media playing, file sharing, games, internet navigation, search and other services. An "AFS Client Application," or "AFC Client Application" means those Customer Client Applications that have been approved by Google to access the AFS or AFC Services, respectively, either as reflected on the Cover Page(s) of this Order Form or as otherwise approved by Google in writing from time to time during the Services Term.

3.7. "Client ID" means a unique alphanumeric code provided to and used by Customer as specified by Google for purposes of identifying each query or request. Client IDs will be used by Customer for segmentation of its traffic hereunder for valid business purposes. Google will assign no less than thirty-five (35) Client IDs to Customer and, Customer may, if in its reasonable business judgment it requires additional Client IDs to support its use of the Services, reasonably request additional Client IDs up to a maximum of fifty (50). Google may assign and modify, but will not reduce below 35, the number of Client IDs for each Service from time to time. Customer will use Client IDs as instructed by Google, and will provide such information to Google as Google may reasonably request with respect to the use and application of any Client IDs.

3.8. "Customer's Technical Contact" means the technical employee of Customer designated on the Cover Page of this Order Form.

3.9. "End Users" of a particular Site means individual, human end users who visit or use the applicable Site.

3.10. "Net AdSense Revenues" for any period means AdSense Revenues for such period MINUS the AdSense Deduction for such period.

3.11. "Order Form Effective Date" means the date designated as such on the Cover Page of this Order Form.

3.12. "Results Page" means a Web page on which Google search and/or advertising results provided under this Agreement are displayed.

3.13. "Search Results" means the search results provided by Google through any search Service ordered by Customer, if any, under this Order Form.

3.14. "Site(s)" means the AFS Site(s), AFC Site(s) and AFD Site(s) collectively. The "AFS Site(s)" and "AFC Site(s)" are those Web sites located at the URLs identified as such on the Cover Page(s) of this Order Form, as the same may be amended from time to time as permitted herein. Google may remove a URL from the list of approved AFC Sites from time to time. The "AFD Site(s)" are those URLs which qualify as an Authorized Name (defined below). The list of AFS Site(s) and AFC Site(s) may be updated from time to time subject to Google's prior written consent.

3.15. "Valid IP Addresses" means those Internet protocol addresses provided by Customer and approved by Google prior to implementation of the applicable Services. The list of Valid IP Addresses may be modified by Customer upon forty-eight (48) hours notice to Google via the online Google Administration Console located at <http://console.google.com>, or such other URL as may be updated by Google from time to time.

ADSENSE FOR CONTENT

3.16. "AFC Ads" means the advertisements provided by Google to Customer under this Agreement through Google's AFC Service.

3.17. "AFC Protocol" means the protocol provided by Google for accessing the AFC Services, as such protocol may be updated by Google from time to time.

3.18. "AFC Request" means a request for AFC Ads in connection with a pageview of a page on which AFC Ads are to be displayed.

3.19. "AFC Results Set" means the set of AFC Ads transmitted by Google in response to an AFC Request.

3.20. "AFC Service" means Google's AdSense for Content Service.

3.21. "Link Units" means link units provided by Google to Customer through Google's AFC Service.

ADSENSE FOR SEARCH

3.22. "AFS Ads" means the advertisements provided by Google to Customer under this Agreement through Google's AFS Service.

3.23. "AFS Protocol" means the protocol provided by Google for accessing the AFS Services, as such protocol may be updated by Google from time to time.

3.24. "AFS Query" means a query sent to Google by Customer to be processed by Google's AFS Service.

3.25. "AFS Results Set" means the set of AFS Ads transmitted by Google to Customer in response to an AFS Query.

3.26. "AFS Service" means Google's AdSense for Search Service.

ADSENSE FOR DOMAINS

3.27. "AFD Protocol" means the protocol provided by Google for accessing the AFD Services, as such protocol may be updated by Google from time to time.



3.28. "AFD Results Page" means any Web page which is generated and served by Customer in response to a Domain Query transmitted from a Landing Page and which may contain, as selected by Google in its sole discretion in each instance, (a) one or more Paid Results, search boxes, and/or keywords, and/or (b) other Customer Content; and each of the foregoing shall be displayed in the format, manner, order, style, design, layout, font, size, location, and prominence as determined by Google in its sole discretion.

3.29. "AFD Results Set" means the set of AFD Results transmitted by Google to Customer in response to a Domain Query.

3.30. "AFD Service" means Google's AdSense for domains Service.

3.31. "Domain Query" means (i) a URL which is an Authorized Name an End User transmits to Customer through the address bar of an Internet browser; or (ii) a search box query or click on a hyperlinked keyword which relates to the meaning of the applicable domain name or popular category displayed on any Landing Page and/or AFD Results Page by an End User.

4. AdSense for Search Services.

4.1. Scope of AdSense for Search Services. If selected on the Cover Page(s) of this Order Form, during the Services Term and subject to the terms and conditions of this Agreement, Google will provide Customer with AFS Ads through its AFS Service for display on the AFS Sites as permitted herein. Customer agrees to implement the AFS Service as provided herein on the AFS Sites in existence as of the date hereof within thirty (30) days of the Order Form Effective Date, and to maintain such implementation thereafter during the Services Term. Customer agrees to implement the AFS Service on any AFS Site added thereafter as permitted herein.

4.2. Implementation of AFS Services. Unless otherwise agreed to by Google in writing, Customer shall implement the AFS Services in a manner that: (a) conforms to the AFS Specifications set forth in the Cover Page(s) of this Order Form, if any; (b) conforms to Google's brand treatment guidelines for AFS Services as updated by Google from time to time, the current version of which is located at <http://www.google.com/vssynd/02brand.html>; (c) conforms to the screen shots and specifications set forth in Exhibit A attached hereto; and (d) otherwise complies with the technical and implementation requirements provided by Google from time to time, including those instructions contained in the documentation setting forth the AFS Protocol. Without limiting the foregoing, Customer acknowledges and agrees to the following:

4.2.1. AFS Queries. Unless (and then only to the extent) otherwise approved by Google in writing, Customer understands and agrees that: (a) queries sent to Google for processing under its AFS Service may be initiated only by End Users (i) entering text into web search boxes on the AFS Site(s) or on any AFD Results Page as provided herein, and (ii) clicking on text links included on the AFS Site or any AFD Results Page that are identified as search queries (e.g., labeled as "Related Searches") and that generate a search results page; and (b) Customer shall send any and all queries generated on the AFS Sites as provided in subsection (a) above to Google for processing under its AFS Services in accordance with the requirements provided by Google, without editing, filtering, truncating, appending terms to or otherwise modifying such AFS Queries, either individually or in the aggregate. Notwithstanding anything to the contrary, Google will have no obligation to process AFS Queries that are not sent in compliance with the requirements of this Agreement.

4.2.2. Operation of AFS Services. Customer will ensure that each AFS Query will (a) be from a list of Valid IP Addresses approved by Google for the AFS Services; (b) contain a Client ID approved by Google for the AFS Services; (c) include End User IP address and user agent information; and (d) request no fewer than the minimum number of AFS Ads per AFS Results Page stated in the Cover Page(s) of this Order Form. Upon Google's receipt of an AFS Query, Google will transmit an AFS Results Set, to the extent available, via Google's network interface in accordance with the AFS Protocol. Customer shall then display, in each instance, the entire AFS Results Set that corresponds to such AFS Query on the applicable AFS Site in the manner contemplated by this Agreement, without editing, filtering, reordering, truncating, adding content to or otherwise modifying such AFS Results Set.

4.2.3. Labeling, Branding and Attribution. Customer shall unambiguously mark each AFS Ad, or each cluster or grouping of AFS Ads, as a "Sponsored Link" or "Sponsored Links," as the case may be, unless otherwise instructed or agreed by Google. In any event, Google reserves approval authority to ensure that AFS Ads are labeled in a manner so as to sufficiently distinguish them from search results.

4.3. License to AFS Protocol. Google grants to Customer a limited, nonexclusive and non-sublicensable license during the Services Term to use the AFS Protocol solely for the purpose of

transmitting AFS Queries and other required information and receiving AFS Result Sets, as applicable, solely to the extent permitted hereunder. Except to the limited extent expressly provided in this Agreement, Google does not grant, and Customer shall not acquire, any right, title or interest (including, without limitation, any implied license) in or to any Google Intellectual Property Rights; and all rights not expressly granted herein are reserved to Google.

5. AdSense for Content.

5.1. Scope of AdSense for Content Services. If selected on the Cover Page(s) of this Order Form, during the Services Term and subject to the terms and conditions of this Agreement, Google will provide Customer with AFC Ads and Link Units through its AFC Service for display as permitted herein on the AFC Site(s). Customer agrees to implement such AFC Service on the AFC Sites as provided herein within thirty (30) days of the Order Form Effective Date, and thereafter during the Services Term. Customer agrees to implement the AFC Service on any AFC Site added thereafter as permitted herein. AFC Ads may not appear on search results, registration, "thank you," error, email or chat pages, pages comprised primarily of other advertising or pages that contain any of the following types of content: pornographic, obscene or excessively profane content or content intended to advocate or advance computer hacking or cracking, gambling, illegal activity, drug paraphernalia, hate, violence or racial or ethnic intolerance. Google may update the list of prohibited pages from time to time during the Services Term upon written notice.

5.2. Implementation of AFC Services. Unless otherwise agreed to by Google in writing, Customer shall implement AFC Services in a manner that: (a) conforms to the AFC Specifications set forth in the Cover Page(s) of this Order Form, if any; (b) conforms to Google's brand treatment guidelines for AFC Services as the same may be updated by Google from time to time, the current version of which is located at http://www.google.com/wssynd/adsense_guidelines.html and http://www.google.com/wssynd/afa_xml_guidelines.html; (c) conforms to the screenshots and specifications set forth in Exhibit B attached hereto; and (d) otherwise complies with the technical and implementation requirements provided by Google from time to time, including those instructions contained in the documentation setting forth the AFC Protocol. Without limiting the foregoing, Customer acknowledges and agrees to the following:

5.2.1. AFC Requests. Customer shall request AFC Ads for any and all pageviews required to display AFC Ads as provided herein. Notwithstanding anything to the contrary, Google will have no obligation to process AFC Requests that are not sent in compliance with the requirements of this Agreement.

5.2.2. Server Side Implementations. For server side implementations (e.g., XML implementations), each AFC Request (a) must be from a list of Valid IP Addresses approved by Google for the AFC Service; (b) must contain a Client ID approved by Google for the AFC Service; and (c) must include End User IP address and user agent information. Upon Google's receipt of an AFC Request as described above, Google will transmit AFC Results Set, to the extent available, via Google's network interface in accordance with the AFC Protocol. Customer shall then display, in each instance, the entire AFC Results Set that corresponds to such AFC Request on the applicable AFC Site in the manner contemplated by this Agreement, without editing, filtering, reordering, truncating, adding content to or otherwise modifying such AFC Results Set. Customer will not send more than one (1) AFC Request per pageview unless otherwise authorized by Google.

5.2.3. Client Side Implementations. For client side implementations (e.g., iFrame or Javascript data feed implementations), each AFC Request must contain an AFC Client ID provided and used as specified by Google. Upon Google's receipt of an AFC Request as described above, Google will transmit an AFC Results Set, to the extent available, via Google's network interface in accordance with the AFC Protocol. Customer's code shall, in each instance, ensure the display of the entire AFC Results Set that corresponds to such AFC Request in the manner contemplated by this Agreement, without editing, filtering, reordering, truncating, adding content to or otherwise modifying such AFC Results Set. Customer will not send more than one (1) AFC Request per pageview unless otherwise authorized by Google.

5.2.4. Labeling, Branding and Attribution. Customer shall unambiguously mark AFC Results Sets as a "Sponsored Link" or "Sponsored Links," as the case may be, unless otherwise instructed or agreed by Google. In any event, Google reserves approval authority to ensure that AFC Ads are labeled in a manner so as to sufficiently distinguish them from search results.

5.2.5. Link Units. If Customer implements Link Units provided by Google, Customer understands and agrees to the following additional provisions: (a) if applicable, in no event will End User clicks on Link Units, or the display of a Link Units on a Customer Web page in and of itself, qualify as a click on an Ad, or an impression, as the case may be, for purposes of determining Customer's click or impression guarantees (if any) or Google's payment or other obligations under this Agreement; and (b) notwithstanding anything to

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the contrary, Link Units are automatically generated and consequently are provided to Customer "as is," with no representation, warranty or indemnity, express or implied.

6.3. License to AFC Protocol. Google grants to Customer a limited, nonexclusive and non-sublicensable license during the Services Term to use the AFC Protocol solely for the purpose of transmitting AFC Requests and other required information and receiving AFC Results Sets solely to the extent permitted hereunder. Except to the limited extent expressly provided in this Agreement, Google does not grant, and Customer shall not acquire, any right, title or interest (including, without limitation, any implied license) in or to any Google Intellectual Property Rights; and all rights not expressly granted herein are reserved to Google.

6. AdSense for Domains.

6.1. Scope of AdSense for Domains. If selected on the Cover Page(s) of this Order Form, during the Services Term and subject to the terms of this Order Form, Google will make available the AdSense for Domains Service to Customer which is designed to process a Domain Query and return corresponding advertisements and other content as permitted herein on the AFD Sites within thirty (30) days of the Order Form Effective Date, and to maintain such implementation thereafter during the Services Term.

6.2. Operation of AFD Services. For any and all AFD Queries received by Customer from End Users, Customer shall (without editing, modifying or filtering such AFD Queries individually or in the aggregate) send such AFD Queries to Google via the AFD Protocol. Without limiting the foregoing, in order to be deemed a "Valid Domain Query", each such Domain Query sent to Google (a) must be from a Valid IP Address; (b) must contain a Client ID; (c) must include End User IP address and user agent information; and (d) must be formatted by Customer in conformance with the AFD Data Protocol and other requirements of this Agreement. Upon Google's receipt of a Valid Domain Query as described above, Google will transmit to Customer an AFD Results Set, via Google's network interface using the AFD Data Protocol. Customer shall then display, in each instance, the entire AFD Results Set that corresponds to such Domain Query, without editing, filtering, reordering, truncating or otherwise modifying such AFD Results Set. Google will not be responsible for receiving any AFD Queries directly from End Users or any other third party, for transmission of data between Customer and Google's network interface, or for displaying any applicable AFD Results Set(s) to End Users. Google may, at its sole discretion, cease or suspend delivery of Paid Results in response to any Domain Query transmitted by Customer hereunder and will endeavor to provide notice of cessation or suspension to Customer where reasonably practical. All Landing Pages and AFD Results Pages will be hosted and served to End Users by Customer on the Sites in accordance herewith.

6.3. Implementation of AFD Services. Unless otherwise agreed to by the parties in writing, Customer shall implement the AFD Services in a manner that conforms: (a) to Google's then-current Implementation Guidelines for AFD Services, including any applicable appendices, which are located within the Admin Console (or as may be otherwise updated by Google from time to time) ("Implementation Guide"); (b) to the screenshots attached hereto; and (c) to the technical requirements otherwise provided by Google from time to time, including those requirements contained in the documentation setting forth the AFD Data Protocol. Without limiting the foregoing, Customer will not submit a request for Paid Results other than in response to valid AFD Queries entered by individual End Users. Further, at all times during the Services Term, Google reserves final approval authority with respect to the means used by Customer to deploy the AFD Service, and in the event Google disapproves of such deployment or if Customer is not in compliance with the Implementation Guide, Customer shall implement changes to its deployment of the AFD Service beginning upon notice by Google. The parties will use their reasonable commercial efforts to correct the implementation as soon as is practicable, but no later than two (2) business days following notice by Google. Customer will assign a member of its staff to act as a liaison to Google for resolution of any such issues during this time frame. In the event any such requested changes are not implemented within two (2) business days of Google's notice, Google may terminate this Order Form and the GSA immediately upon written notice to Customer. Google may, at any time, with or without notice, in its sole reasonable discretion, (i) modify any aspect of the AFD Service, provided that after any such modification the AFD Service operates, substantially, to process AFD Queries and return Paid Results (as selected by Google in its sole discretion), (ii) refuse to commence to provide the AFD Service for any one or more URLs, and/or (iii) cease providing the AFD Service for any one or more URLs. If, at any time, Customer learns or suspects that any URL that would otherwise be a Site is not or is no longer an Authorized Name, it shall immediately notify Google of that fact or suspicion and provide Google with any information related thereto.

6.4. Hosted AFD Services.

6.4.1. Third Party Sites. Notwithstanding the terms to the contrary contained in the GSA, Customer may additionally transmit AFD Queries to Google hereunder which originate not from Authorized Names, but from End Users accessing Third Party Sites. For the purposes of this Section, a "Third Party" is either (a) a Registrant (as defined in the GSA) or (b) an entity duly, expressly and exclusively authorized by each of the Registrant(s) of a URL, through a valid and fully enforceable written or click-through



agreement with each such Registrant, to permit Customer, and in turn Google, to use the URLs in performing the Services, that has entered into a fully enforceable written or click-through agreement with Customer to provide advertising, search results, and/or hyperlinked keyword or category listings in connection with URLs owned or parked with the Third Party ("Third Party Sites"). As used in the Order Form and GSA, Authorized Name shall be deemed to include Third Party Sites. Customer shall implement a separate tracking ID, as specified by Google, for Queries originating from Third Party Sites.

6.4.2. Responsibilities of Customer with respect to Third Party Sites. Customer may redirect AFD Queries from Third Party Sites to Google and Google will transmit AFD Paid Results in accordance with Section 6.2 of this Order Form, subject to the following conditions:

- a) under no circumstances shall the Third Party Site be a downloadable or Internet accessible application, as determined by Google in its sole reasonable discretion;
- b) under no circumstances shall any Third Party Site be an entity which offers the same or substantially similar functionality as the AFD Service;
- c) under no circumstances will any party other than Customer host any Landing Page or AFD Results Page;
- d) Customer shall ensure that Paid Results accessed by End Users of the Third Party Site shall be solely through Customer's servers operating Customer's domains on the Site.
- e) At all times during any Services Term Customer will maintain complete technical and editorial decision-making and control of all Third Party Site pages and shall not provide the Third Party Site with Google Confidential Information, including the Google Data Protocol or access to the Admin Console, and Customer shall be the intermediary for all query transmissions between Google and the Third Party Site;
- f) Customer shall ensure that Customer's use of the Services with and the Third Party Sites themselves comply with the terms and conditions of this Order Form and the GSA (including without limitation the Implementation Guide, Sections 3.1 (Prohibited Actions) and 4.1 (Google Rights) of the GSA, as such terms and conditions and Implementation Guide may be updated by Google from time to time);
- g) Customer shall ensure that the Third Party Site and/or the Third Party does not use or display any Google Brand Features or Google attribution of any kind (including without limitation on any search box, AFD Results Page or near any Paid Results or in any promotional or marketing materials) to indicate that Google is providing such AFD Paid Results;
- h) Customer acknowledges that all queries delivered to Google by Customer, whether such queries originate on the Site or on the Third Party Site, shall be deemed to be queries from Customer and Google shall not be obligated to identify the source of any queries generated other than through the Site;
- i) Customer agrees to be responsible and liable for any and all use of the AFD Paid Results by the Third Party Site;
- j) Google's indemnity obligations contained in Section 7 (Indemnification) of the GSA shall not apply to any claim relating to or arising from the Third Party Site's use or display of, or access to the Paid Results; and
- k) Customer shall indemnify Google for any lawsuit or proceeding (i) relating to or arising from the Third Party Site's use of the Services; (ii) relating to or arising from Customer's failure to ensure the Third Party Site's compliance with the terms of this Section 6.4.2 and/or Customer's failure to enforce the required contractual terms set forth in Section 6.4.4 below; and/or (iii) brought by a Third Party against Google based upon a claim that Google breached an implied warranty to such Third Party arising from or related to Customer's provision of access and use of the Services to such Third Party. Customer agrees to promptly notify Google when Customer becomes aware of any breach of a requirement of this Order Form or GSA or of any lawsuit or proceeding described in the preceding subsection.

6.4.3 Customer Agreements with Third Parties. Customer represents and warrants that it has in place necessary written agreements with all third parties owning or operating Third Party Sites which permit Customer to redirect traffic, including search queries, and that the Third Party Site will not have access to the Services, access to AFD Queries or have the ability to make any modifications thereto. Any agreement between Customer and the Third Party shall not contain any terms which are inconsistent with this Order Form or GSA and shall contain provisions which: (a) disclaim, to the extent permitted by applicable law, Google's liability for any damages, whether direct, indirect, incidental or consequential, arising from the Third Party Site's access to or use of the Services; (b) disclaim all warranties with respect to the Service, including without limitation, warranties for merchantability, fitness for a particular purpose, and

non-infringement; (c) impose confidentiality obligations no less protective of Google's Confidential Information than the GSA; (d) clearly state such Third Party's non-ownership of all Intellectual Property Rights in and associated with the Services; (e) allow for suspension and termination as described in section 6.4.4 below; and (f) prohibits the Third Party from modifying any AFD Queries.

6.4.4 Suspension and Termination. If this Order Form or the GSA between Customer and Google terminates or expires, the Third Party Site's rights to use, display and/or access the Services shall cease, and all rights granted to Customer pursuant to this Order Form or the GSA to distribute the Services to the Third Party Site shall also cease. In the event Google becomes aware of any breach of the terms of this Order Form or the GSA by the Third Party Site or by Customer, Google may immediately suspend its provision of the Services to Customer for an individual or all Third Party Sites and will endeavor to provide notice of cessation or suspension to Customer where reasonably practicable. For avoidance of doubt, as used in this Order Form, the term "suspend" shall mean that upon Google's written request, Customer will either (i) remove or cause to be removed any Paid Results implemented or displayed to any user of the Third Party Site, or (ii) effectively terminate the Third Party Site's access to the Paid Results by ceasing to use any Services. The duration of any suspension will continue until the Third Party Site has cured the breach giving rise to such suspension to Google's satisfaction or until the agreement between Customer and the Third Party Site has been otherwise terminated. Further, Google may immediately terminate Customer's rights to monetize Third Party Sites under this Agreement if Customer fails to cure a breach related to the Third Party Sites within seven (7) days after receiving written notice thereof.

6.5. Use of AFS Feed for AFD Services. Google may change or modify change the source of Ads (the "Feed") provided in response to a Domain Query as set forth herein. For Ads which appears on Results Pages on both Customer AFD Sites and Third Party Sites, Customer may use the AFS Feed, provided the following: (a) five (5) algorithmic web search results immediately follow below the Ads and such algorithmic web search results must be similar to those returned by a commercially reasonable search engine, (b) Customer shall pass the original Domain Query, (c) referring Landing Pages shall be domain names containing approved AFD content, (d) Customer periodically (upon Google's request, but not more than once per month during the Services Term) provides to Google a comprehensive list of all domains receiving Google Services, and (e) Customer domains must adhere to Google's AFD Implementation Guide, which may be updated from time to time by Google. Further, should Google determine in its sole discretion that one or more domain names is inappropriate for the AFS Feed, Customer shall display AFD Results on such domain(s), at Google's option.

6.5.1. Feed for Customer's Domains. In the event Google notifies all of its other customers who currently receive the AFS Feed for Domain Queries that Google no longer will permit such customers to use the AFS Feed for such Domain Queries, then Google will cease supplying the AFS Feed to Customer hereunder upon ninety (90) days prior written notice to Customer. In such event, Google will provide a different Feed to Customer ("Alternate AdSense Feed"). Should the Alternate AdSense Feed provide at least ninety-five percent (95%) of the revenue per thousand Ad Impressions ("RPM") rate of the AFS Feed, as measured over the ninety (90) day period following the change to the Alternate AdSense Feed, then Customer will continue to use Google Services exclusively in accordance with Section 13 below. In the event that the Alternate AdSense Feed provides monetization at less than ninety-five percent (95%) of the AFS Feed, Customer may elect terminate the Agreement upon notice to Google.

6.5.2. Feed for Third Party Sites. Further, Google may, for any or no reason, elect to change the Feed for Third Party Sites upon ninety (90) days prior written notice to Customer. In such event, Google will provide an Alternate AdSense Feed to Customer for the Third Party Sites. Should the Alternate AdSense Feed provide at least ninety-five percent (95%) of the revenue per thousand Ad Impressions ("RPM") rate of the AFS Feed, as measured over the ninety (90) day period following the change to the Alternate AdSense Feed, then Customer will continue to use Google Services for the Third Party Sites exclusively in accordance with Section 13 below. In the event that the Alternate AdSense Feed provides monetization at less than ninety-five percent (95%) of the AFS Feed, then, notwithstanding Section 13 below, Customer may utilize the AFD Services on Third Party Sites on a non-exclusive basis, provided that if Customer uses the services of Restricted Companies (listed in Section 13) for specific Third Party Sites, Customer may not utilize Google Services to monetize any Third Party Sites. For the sake of clarity, in the event Google ceases to provide the AFS Feed for Customer's Third Party Sites hereunder, Customer's remaining AFD Sites will continue to remain subject to the exclusivity requirements of Section 13.

6.6. Reporting; Customer Termination Rights. Google shall make such reporting available to Customer via the Admin Console as it makes generally available to its other AFD customers. As of the Order Form Effective Date, such reporting includes landing pages, results pages, and AFD Revenues on both an account level basis and a domain level basis, broken out by day. However, for the avoidance of doubt, Google is under no obligation to continue providing reporting of any kind to its AFD customers generally, including Customer. In the event Google discontinues reporting landing pages, results pages, and AFD Revenues on both an account level basis and a domain level basis, broken out by day, for at least



fifteen (15) consecutive days, Customer may, as its sole and exclusive remedy, terminate this Agreement immediately upon written notice to Google.

6.7. Optimization: Customer Termination Rights. Google will provide a mechanism by which Customer can provide real-time keyword suggestions for specific domain names which Customer believes have been targeted inappropriately by the AFD Service. Customer use of such new mechanism must conform to Google's most recent targeting guidelines. Google reserves the right to pre-approve the keywords used by Customer pursuant this Section 6.7 and, at all times, keywords transmitted by Customer must conform to AFD content editorial policies. At Google's sole discretion, Google may further optimize such domain names for Customer in real-time. For the avoidance of doubt, Google is under no obligation to utilize real-time keyword suggestions from Customer; provided, however, if Google eliminates the ability for Customer to provide real-time keyword suggestions for a substantial portion of its AFD Queries, then Customer may, as its sole and exclusive remedy, terminate this Agreement without liability or penalty upon no less than fifteen (15) days prior written notice to Google.

6.8. Screen Shot. Unless otherwise agreed to by the parties in writing, Customer's Implementation of the applicable Services shall be substantially and materially in the form set forth in **Exhibit A** and **Exhibit C** to this Order Form, attached hereto. In the event of a material change to the user interface of an AFD Results Page and/or Landing Page, Customer shall submit representative samples of new AFD Results Page and/or Landing Page to Google for approval prior to implementation.

7. Site Modifications. Google acknowledges that Customer may update the design and content of the Sites in a manner consistent with its obligations contained herein; provided that Customer agrees that (a) it shall keep Google informed of all planned material changes to such Sites; and (b) no changes may be made to the look and feel, dimension and/or placement of the AFS Ads, AFC Ads or AFD Results without obtaining the prior written consent of Google. For the avoidance of doubt, Google may, and the foregoing will in no event limit Google's ability to, require changes to the look and feel, content or targeting methodology of any such Results or Ads provided herein.

8. Filters. Certain Services may contain filtering capability, such as SafeSearch, Country Restrict, Language Restrict, AdSafe and other filters. Notwithstanding anything to the contrary, if Customer elects to enable any such filters, Customer expressly acknowledges and agrees (a) it is Customer's responsibility to enable such features in accordance with the instructions provided by Google in the applicable Service protocol, and (b) that Google cannot and does not make any representation, warranty or covenant that all results will be limited to results elected by enabling such filter(s). For example, but without limiting the foregoing, if Customer elects SafeSearch, Country Restrict, Language Restrict and/or AdSafe, Google cannot and does not make any representation, warranty or covenant that all results will be limited to the countries or languages selected or that all objectionable results will be prevented.

9. Updates. If Google updates its technical or implementation specifications (including, without limitation, by way of updating the applicable Service protocol or by way of requiring changes to the look and feel, content and targeting methodology of Ads) from time to time as contemplated herein, Customer shall implement such updates or modifications as soon as reasonably practical, but in any event within fifteen (15) business days of the date it receives notice thereof.

10. Notice of System Changes. Customer will provide Google with fourteen (14) days' advance notice of any change in the code or serving technology used to display Google Advertising Results and/or Search Results (e.g., a change in the advertising serving technology used) that could reasonably be expected to have the potential to adversely affect the delivery or display of Google search or advertising results as required by this Agreement (it being understood that notice will in no event relieve Customer of its obligations to display Search and Advertising Results as required hereunder).

11. Optimization. The parties agree to consult in good faith from time to time with the objective of optimizing the performance of Ads served under this Agreement.

12. Technical Support. Subject to the terms and conditions of this Agreement, during the Services Term Google shall provide technical support services to Customer in accordance with Google's support guidelines then in effect for the Services ordered herein. Prior to making any support request to Google, Customer shall first use reasonable efforts to fix any error, bug, malfunction, or network connectivity defect on its own without any escalation to Google. Thereafter, Customer's Technical Contact may submit a written request for technical support via email to the applicable Google alias set forth below, or such other email address that Google may provide from time to time. Customer shall provide support services to End Users at its own expense.

- syndication-support@google.com (for AFS and AFC requests)
- adsense-domains-support@google.com (for AFD requests)



13. Exclusivity. Except as otherwise permitted by Section 6.5.2, above, Customer (which for purposes of this Section shall include all of Customer's affiliates, and their respective successors and assigns) agrees that during the Services Term, for countries in which Google offers its AdWords, or any successor, services, Customer shall not implement on the Sites, or any other property owned and/or operated by Customer (including any successor site or property thereto) any search and/or advertising service which is the same as or substantially similar in nature to any Services provided in this Order Form. For the avoidance of doubt, Customer may not use the services of any other provider of text-based advertising services or any domain landing or results pages during the Services Term in any country where Google AdWords is available. For the entire Services Term, Customer may not display advertising provided by Yahoo, Inc., including Overture Services, Inc. Microsoft, including MSN, Interactive Corp., including such companies' subsidiaries and successor entities (collectively "Restricted Companies"). For purposes of this Section 13 only, the term "affiliate" shall mean any entity in which Customer holds a controlling interest. Any domains which are acquired or onto which Customer acquires the rights to serve ads shall become an AFD Site unless otherwise prohibited by a Preexisting Agreement. A "Preexisting Agreement" means an agreement which obligates Customer to use services on those sites, the use of which would otherwise violate this Section 13, for so long as such obligations exist, provided that any period of extension or renewal, or any expansion of obligations to use the services, will not be within the scope of the Preexisting Agreement unless such extension, renewal or expansion is not within Customer's power and authority, and the exercise of such power and authority by Customer does not trigger any adverse contractual rights or consequences. Customer will use its commercially reasonable efforts to terminate any such Preexisting Agreement to the extent permitted under such Preexisting Agreement without penalty. If Customer cannot terminate the Preexisting Agreement, and continues to serve ads from Restricted Partners to Third Party Sites, then Customer must insure that (a) no Third Party (as defined in Section 6.4) nor any domain name uses both Google Services and services provided pursuant to a Preexisting Agreement simultaneously, and (b) any domain traffic from a Third Party Site may not revolve back and forth between services from Google and the applicable Restricted Entity more than once during the Services Term. A breach of this provision by Customer will entitle Google to terminate third party hosting services set forth in Section 6.4 above.

14. Fees and Payment Terms.

14.1. AdSense Percentage. Subject to the terms and conditions of this Agreement, for each month during the Services Term Customer shall receive the AdSense Percentage set forth below of Net AdSense Revenues attributable to such month. Google's obligation to make payments under this Section shall not commence until Google's technical personnel provide written approval of Customer's implementation of the Services on the applicable Sites, which shall not be unreasonably withheld or delayed. Payments required under this paragraph shall be made by the last day of the calendar month following the calendar month in which the applicable Ads were displayed on the Sites.

From March 1, 2007 through August 31, 2007 (the "Migration Period"), the following AdSense Percentages will apply to the AdSense Revenue:

| AdSense Percentage of Net AdSense Revenues | AdSense Revenues per Calendar Month |
|--|---|
| 65% | less than or equal to \$4,000,000 |
| 87% | greater than \$4,000,000 but equal to or less than \$12,000,000 |
| 89% | greater than \$12,000,000 |

Following the Migration Period, and continuing for the remainder of the Services Term, the following AdSense Percentages will apply to the AdSense Revenue:

| AdSense Percentage of Net AdSense Revenues | AdSense Revenues per Calendar Month |
|--|---|
| 65% | less than or equal to \$5,000,000 |
| 82% | greater than \$5,000,000 but equal to or less than \$7,000,000 |
| 87% | greater than \$7,000,000 but equal to or less than \$12,000,000 |
| 89% | greater than \$12,000,000 |

14.2. Non-Qualifying Ads. Notwithstanding any of the foregoing, Google shall not be liable for payment in connection with (a) any amounts which result from invalid queries, or invalid impressions of (or clicks on) Ads, generated by any person, bot, automated program or similar device, including, without limitation, through any Fraudulent Act, in each case as reasonably determined by Google; or (b) impressions of Ads or clicks on Ads delivered through an implementation which is not initially approved by Google pursuant to the Agreement or subsequently fails to meet Google's implementation requirements and specifications. The number of queries, and impressions of and clicks on Ads, as reported by Google, shall be the number used in calculating payments hereunder.

JAN-09-2007 13:01 From:NAMEMEDIA, INC.

7818392801

To:13104962808

P.13/28

14.3. Methods of Payment.

14.3.1. Payments to Google. All payments due to Google shall be in the currency specified in this Order Form. Any charges for converting foreign currency shall be the responsibility of Customer and shall be invoiced accordingly. If paid in US dollars, payments to Google shall be made preferably via wire transfer with the following instructions:

Wells Fargo Bank
Palo Alto, California USA

ABA# 121000248/SWIFT: WFBUS6S
Google Inc.

Account # 4375669785
Federal Tax I.D. # 77-0493581

If paid in US dollars and not wired to Google, payment shall be made by check for receipt by Google at the address specified on the Cover Page of this Order Form (or such other address as Google may provide Customer in writing from time to time for such purpose) on or before the payment due date. If payment is made in any other currency, payment shall be made by wire pursuant to the wire instructions specified below on this Order Form (or if no applicable wire instructions are specified, payment shall be made using the US wire transfer instructions above). Delinquent payments due to Google shall bear interest at the rate of one-and-one-half percent (1.5%) per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including legal fees) incurred by Google in collecting unpaid or delinquent amounts. In addition, Google may suspend performance and/or terminate this Order Form upon seven (7) days written notice if Customer fails to make any required payment when due unless such payment is made within such seven (7) day notice period. If Google reasonably deems itself insecure with respect to Customer's ability to meet its financial obligations under the Agreement, Google may, at its sole option, modify the payment terms or require other reasonable assurances or forms of security prior to providing or continuing to provide any Services.

14.3.2. Payments to Customer. Payments to Customer (if by wire transfer) shall be made pursuant to the wire transfer instructions specified on this Order Form. In addition, Customer acknowledges that Google may, at its option, offset any payment obligations to Customer that Google may incur hereunder against any product or service fees (including late fees) owed and not yet paid by Customer under this Agreement or any other agreement between Customer and Google, in addition to whatever other rights and remedies Google may have hereunder or thereunder. In addition, Google reserves the right to withhold and offset against its payment obligations hereunder, or require Customer to pay to Google (within thirty (30) days of any invoice therefor), any amounts Google may have overpaid to Customer in prior periods.

16. Authority to Bind. Each of Customer's and Google's signature to this Order Form represents and warrants that he or she has the power and authority to accept and bind Customer and Google, as the case may be, to the terms of this Order Form.

This Order Form may be executed in counterparts, including facsimile counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

Google: GOOGLE INC.

By: 

Print Name: Marc A. Leibowitz

Title: Director - Strategic Partnerships

Date: 1-10-07

Customer: NAMEMEDIA, INC.

By: 

Print Name: Kelly Conlin

Title: CEO

Date: 1/9/2007



GSA Order Form v4.5 1105
Execution Copy

GSA Order Form v4.6 1106
Execution Copy

EXHIBIT B
AFC SCREEN SHOTS

The screenshot shows a web browser window with a search results page. The header includes "My Finance" and "AFC SCREEN SHOTS". The main content area displays a list of search results, including a link to "AFC SCREEN SHOTS" and a link to "AFC SCREEN SHOTS". The page also features a sidebar with "Google Suggested Links" and a "Partners generated content" section.

Related Searches illustrated above may be replaced with Customer links to Customer content sites, provided those pages are bound by the exclusivity obligations contained in Section 13.

The screenshot displays the photography.com website interface. At the top, there is a navigation bar with the site logo and a search bar. Below the navigation bar, the main content area is divided into several sections:

- Partner generated content:** This section includes articles such as "The World of Photography: Artistry, Technique and Skill" and "Partner generated content" featuring a "Survey" and "Partners Articles".
- Google Sponsored Listings:** This section displays various camera models and their prices, including a "Canon EOS 400D" for \$149.99.
- 3rd Party Image Ad:** This section features a "Photographers" advertisement with the text "Is digital better than film?" and "Show your opinion".
- Google Search (non-web):** This section is located at the bottom of the page and includes a search bar and a list of search results.

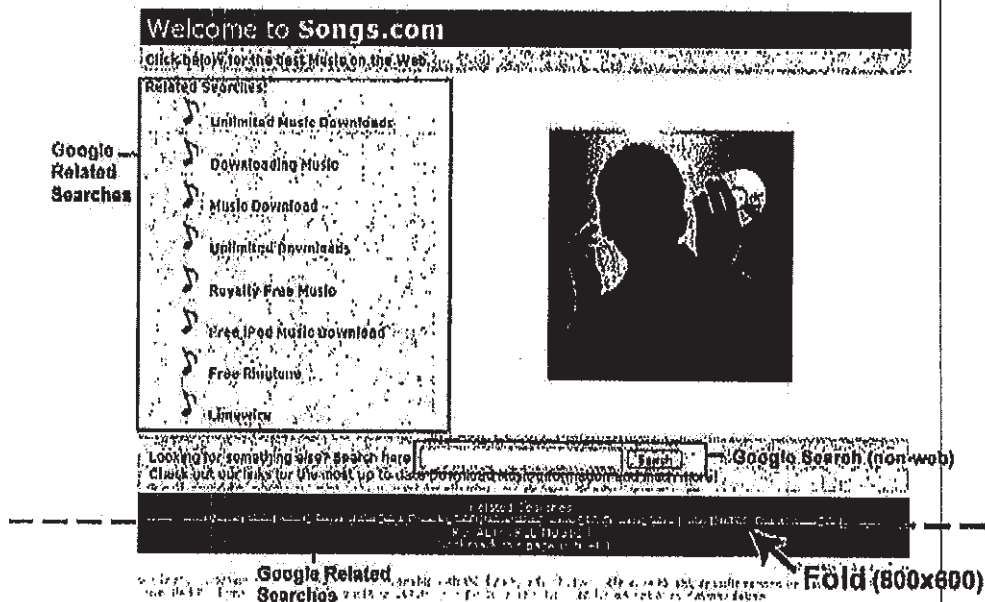
The website layout is clean and professional, with a focus on providing information about photography equipment and techniques.

Notes:

- Unless otherwise approved by Google, for non-iFrame implementations, visual display of Search and/or Advertising Results shall be as visually similar as possible to page content including font style, font size, coloring and spacing.
- Any display of Search and/or Advertising Results will conform to Google's then current Brand Treatment Guidelines for the Services provided.

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EXHIBIT C
AFD SCREEN SHOTS



SSS

actionplus.info

Google Related Searches

November 17, 2006

Search: Go

Google Search (non-web)

RELATED SEARCHES: ACTIONPLUS ACTION BOAT BOAT LIFE USED BOAT BOAT FOR SALE BOAT FINANCING BOATOWN BOAT

RELATED SEARCHES:

Google Related Searches

Google Related Searches

Google Related Searches

Google Related Searches

Google Popular Categories

RELATED SEARCHES:

Brochure Printing Business Web Site Business Plans

RELATED SEARCHES:

More Related Searches:

POPULAR CATEGORIES:

Homebrewing
New Bremen Kit, Home Beer Brewing, Beer Making
Kit, Homebrew, Home Brewing

Science Kits
Newtonian Mount, Newtonian Kit, Newton Kit,
Science Project, Science For Kid

Astronomy
Astronomy, Aurora Borealis, Galaxy Night, Astronomy
Telescope, Astronomy, Telescope

Related Tools - Partners Directory - Contact Us
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Action Plus • Action • Boat • Boat Life

urnsroots.org

adcenter.info

Search: [] Search Now [] Google Search (non-web)

Related Searches

More Related Searches

Google Related Searches

Google Popular Categories

grainroots.org

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