

Paid Listings Distribution Term Sheet

This Paid Listings Distribution Program Term Sheet (this "Term Sheet") is made between Listings Provider and tyBit corporation, a search engine, with a principal place of business at 421 Maiden Lane Fayetteville, NC 28301, together the ("Parties").

Agreement

The Listings Provider and tyBit hereby agree to enter into an agreement whereby Listings Provider shall provide tyBit with its Paid Listings for display on tyBit Media and Listings Provider shall pay revenue recognized from its Paid Listings from tyBit Media with tyBit, each in accordance with the terms of this Term Sheet and the Distribution Program Terms and Conditions attached hereto (together, each an "Agreement"). All capitalized terms used in this Term Sheet shall have the meanings set forth in the Distribution Program Terms and Conditions attached hereto.

Paid Listings Distribution

Deliverables: tyBit shall send a Query to each Listings Provider when a User accesses contextually relevant content on TyBit Media. After receiving a Query from tyBit, Listings Provider will deliver to tyBit either its respective Paid Listings or a response that no Paid Listings are being delivered for that Query. After receiving Paid Listings from Listings Provider in response to a Query, tyBit may display one or more Paid Listing on tyBit Media. Unless otherwise agreed by the parties, tyBit agrees not to use any portion of the Paid Listings for any purpose other than displaying Paid Listings on tyBit Media. tyBit will provide each Listings Provider with monthly estimates and peak-time information pertaining to tyBit's average number of Queries per day. Each Listings Provider reserves the right to limit the number and value of daily Queries under its Agreement at any time in its sole discretion.

Payment Model For Listings Distribution

Subject to the Minimum Payment, Listings Provider will make monthly payments (the "Monthly Payments") to tyBit equal to the applicable Net Revenue (as defined below). Net Revenue for Listings Provider equals the Cost Per Click (CPC) listed in the Paid Listings bid less any adjustments made by advertisers. Monthly Payments are due and payable to tyBit thirty (30) days after the end of the applicable month. Listings Provider understands and agrees to tyBit's Pay Per Position (PPP) Advertising Program and Model and terms and conditions incorporated by reference at www.tybit.com. Under the PPP Model a Direct Advertiser of tyBit is an entity that establishes a unique ad campaign(s) directly inside the tyBit Ad Module. The Advertiser pays for the time period its advertisement is published by tyBit via a bid for each position, and not by the number of impression or clicks on its advertisements. The actual price per time period is determined by an Advertiser's or Listings Provider's acceptance of tyBit's offered price which is based on a flat rate bid for ad positions. A Listings Provider does not establish an ad campaign directly inside the tyBit Ad Module but provides Listings or Ads through an XML feed into the tyBit Network or on tyBit Media. Both Parties understand and agree that the payment to tyBit shall be made in accordance with the Listing Provider CPC adjusted for net revenues as defined above.

Authorization

By agreeing to this Term Sheet, the parties hereby enter into this Term Sheet with the full understanding and acceptance of all terms, conditions and policies as stated in the Distribution Program Terms and Conditions. Any amendment to any one of the Agreements must be in writing and executed by an officer of each party thereto.

tyBit Information

tyBit Name:	tyBit, Inc.
Street Address 1:	421 Maiden Lane
Street Address 2:	
City, State, Zip:	Fayetteville, NC 28301
Contact:	Sean A. McCoy
Contact Email:	smccoy@ait.com
Phone Number:	910-321-1209
Fax Number:	
URLs:	www.tybit.com
Federal Tax ID Number:	260673228

PAID LISTINGS DISTRIBUTION TERMS AND CONDITIONS

These terms and conditions (the “Terms and Conditions”) shall constitute a legally binding and enforceable agreement between tyBit, Inc. (“tyBit”) and, as specified by the corresponding Paid Listings Distribution Program Term Sheet, and the Listings Provider, together the (“Parties”). The Parties agree to be bound by the following Terms and Conditions and the terms set forth on the corresponding Distribution Program Term Sheet between tyBit and the Listings Provider (the “Term Sheet”).

These Terms and Conditions shall be deemed incorporated by reference into the Term Sheet; provided, that if any provision of the Term Sheet conflicts with any provision of these Terms and Conditions, the provision of the Term Sheet shall prevail. These Terms and Conditions and the Term Sheet shall be referred to collectively herein as the “Agreement.”

A. DEFINITIONS.

For purposes of the Agreement, the following terms will have the indicated meanings:

1. “Advertiser” means any third party or agent thereof who has entered into a contractual relationship with the Listings Provider that obligates the third party to pay the Listings Provider for Qualifying Click-throughs to that third party’s Web site.
2. “tyBit Marks” means trademarks, service marks or graphical brand features of tyBit in which tyBit has prior rights.
3. “tyBit Media” means the Web site(s), newsletter(s) and/or other forms of media identified by tyBit and approved in advance in writing by the Listings Provider (or otherwise expressly set forth on the Term Sheet) for the specific purpose of distributing Licensed Materials in accordance with this Agreement; unless specifically set forth in writing by the Listings Provider, TyBit shall not include any pop-up or pop-under displays.
4. “Contextual Integration” means an advertisement created dynamically or statically by the Listings Provider, which can take the form of text, video or banner ads served through tyBit Media without arbitrage.
5. “Cost Per Click” or “CPC” means the price charged Advertiser by Listings Provider for each Qualified Click Through.
6. “CT” or “click-through(s)” means the action of a User clicking on a hypertext link or image link.
7. “Licensed Marks” means trademarks, service marks or graphical brand features of The Listings Provider in which the Listings Provider has prior rights.
8. “Licensed Materials” means the Listings Provider API, the Listings Provider Elements and the Licensed Marks provided by the Listings Provider to TyBit in accordance with this Agreement.
9. “Listings Provider API” means the proprietary HTTP/XML data feed programming interfaces of the Listings Provider that facilitate the feed containing the Listings Provider Element(s) in accordance with this Agreement.
10. “Listings Provider Element” means, as applicable to tyBit’s Distribution Program: the Listings Provider Results, Contextual Integration, Search Windows and/or Search Results Page.
11. “Listings Provider Result” means the search results, including Paid Listings, provided by the Listings Provider in response to a Query.
12. “MAPS” means the proprietary technology used by tyBit that “Manages, Audits, Prioritizes and Synchronizes “ (MAPS) Paid Listings from multiple Listings Providers throughout the tyBit network and tyBit Media and provides reports and statistics.
13. “Net Revenue” means the amounts recognized by the Listings Provider for Qualifying CTs, less (i) any refunds paid to the Advertisers by the Listings Provider and any Traffic Quality Adjustment, as applicable. “Traffic Quality Adjustment” shall mean any deductions associated with the quality of User traffic delivered by tyBit and tyBit Media, as the same is determined in the sole discretion of the Listings Provider. In determining the amount or application of any Traffic Quality Adjustment the Listings Provider may consider, among other factors, the geographic origin, source and method of acquisition of such User traffic, the rate(s) of conversion associated with such User traffic, the click-through rate of such User traffic, the overall impact of such User traffic on network quality, and such other factors as the Listings Provider may deem relevant from time to time. The Listings Provider reserve(s) the right to change such factors and make such assessments on an individual partner as well as network basis. As provided in Section B.2., the Listings Provider shall be solely responsible for assessing and determining the quality of User traffic and click-throughs delivered by tyBit and tyBit Media. Listings Provider agrees to provide tyBit the exact Internet Protocol address and CT associated with any Traffic Quality Adjustment made to Net Revenue within thirty (30) days of making a Traffic Quality Adjustment.. tybit in its

sole discretion will block that traffic by IP address to Listings Provider's advertisements preventing any future CTs from the named IP addresses. This reconciliation shall occur daily and in an automated fashion using MAPS which exports server log files so every click, Internet Protocol address and date time group are provided in a report.

14. "Non-Qualifying CT" means click-throughs that result from any or all actions that are: (a) initiated or executed employing any non-human processes including robots, spiders, scripts (or other software), mechanical automation of clicking applied to the User's mouse or keyboard or other non-human clicking agents; (b) low quality (or without quality) in nature or origin according to the sole and reasonable discretion of the Listings Provider and/or the Advertiser; (c) not converting or converting at a low or unacceptable rate as determined by the Listings Provider; or (c) the result of probable sources of disqualifying activity, including, but not limited to, a User repeatedly clicking on a particular Listings Provider Element within a finite period of time or a click-through from a blocked Internet Protocol address. The Listings Provider shall have the right, in its(their) sole and reasonable discretion, to deem any click-through a Non-Qualifying CT.
15. "Paid Listings" means those search results constituting paid advertisements from Advertisers that are provided by the Listings Provider in response to a Query.
16. "Qualifying CT" means click-throughs that direct the User's Internet browser to a server of the Listings Provider and ultimately to the Web site of an Advertiser, excluding all Non-Qualifying CTs.
17. "Query" means any search query initiated by a User on tyBit's Web site(s).
18. "Results Page" means with respect to the Paid Listings Distribution Program, those Web pages within tyBit's Web site(s) that are displayed in response to a Query.
19. "User" means a human user of tyBit Media.

B. DATA FEED INTEGRATION; CLICK QUALITY AND TRAFFIC QUALITY REQUIREMENTS; IMPLEMENTATION AND DISPLAY; ADDITIONAL REMEDIES.

1. Data Feed Integration; Query Volume. The Listings Provider agree(s) to provide to tyBit the Listings Provider API so that tyBit may display the Listings Provider Element on any tyBit Web site(s) and/or products. tyBit will integrate the Listings Provider API within seven (7) days of receipt of same from the Listings Provider. The Listings Provider reserve(s) the right to limit the number of Queries under this Agreement for any period during the Term hereof.
2. Click Quality and Traffic Quality. The parties recognize that it is essential that ability of the Listings Provider to generate revenue hereunder is directly dependent on the quality of the click-throughs and User traffic delivered by tyBit and tyBit Media. Both Parties will use Best Efforts to ensure high quality traffic.
3. tyBit Media Implementation. The Parties shall not display or deliver the Licensed Materials on any tyBit Media that:
 - violates any applicable laws or regulations;
 - infringes the property or other rights of a third party;
 - contains adult-oriented or age-restricted products or services without applicable or required age-verification services;
 - contains obscene, hate-related, or other content deemed objectionable in the sole discretion of the Listings Provider;
 - is within software installed on Users' computers ("spyware," "adware," or any similar software), it being agreed that tyBit shall display the Licensed Materials on Web pages only, and not display the Licensed Materials through any such software, nor cause the Licensed Materials to appear through such software, directly or indirectly;
 - is directed primarily to users outside of the United States and Canada (unless otherwise expressly set forth on the Term Sheet); or
 - (i) Has not been previously approved in writing, or which (ii) has been at any time prohibited from inclusion under this Agreement for any reason by the Listings Provider.
4. Display of Licensed Materials. With respect to the Paid Listings, unless otherwise expressly set forth on the Term Sheet, tyBit shall:
 - employ MAPS to manage, audit, prioritize and synchronize the Paid Listings;
 - display the Paid Listings in the order received from the Listings Provider;
 - not modify, change or edit the Paid Listings, and display the Paid Listings in the form provided by the Listings Provider;
 - not use the Paid Listings on any form of untargeted display; and

- not display any price-related data with the Paid Listings.

5. Additional Remedies. If either of the Parties determine(s) that the Other has breached or violated any of the foregoing agreements or requirements, the either of the Parties may immediately terminate this Agreement and, in addition to all other remedies, withhold payment of any corresponding Net Revenue Payment (as defined below).

C. PAYMENT.

1. Net Revenue Payments. Subject to the Minimum Payment (as defined below), the Listings Provider will make monthly Net Revenue payments (the “Net Revenue Payments”) to tyBit. Net Revenue Payments are due and payable to tyBit thirty (30) days after the end of the month in which the Net Revenue is earned month.

2. Minimum Payment. The Listings Provider shall only be required to make Net Revenue Payments if the compensation accrued by tyBit in a given month exceeds one hundred dollars U.S. (\$100). If the compensation accrued by tyBit in a given month is less than one hundred dollars U.S. (\$100), then no Net Revenue Payment shall be made for that period and the Net Revenue Payment for that month shall be carried over to the next month in which Listings Provider makes a Net Revenue Payment.

3. Tracking and Reporting. The Parties agree that the Listings Provider will be solely responsible for: (a) tracking and calculating Qualifying CTs delivered and all other traffic measurements or data; (b) determining the quality of each Qualifying CT; and (c) reporting and calculating Net Revenue Payments. No other traffic measurements or calculations will be deemed relevant nor affect either party’s performance under this Agreement. The traffic measurements and data of the Listings Provider shall be determinative of the payment obligations hereunder. The Parties also agree that MAPS shall be used to improve the quality of traffic daily by blocking those clicks and Internet Protocol addresses that Listings Provider identifies as Non-Qualifying CTs. The Parties agree to use best efforts to reconcile differences with respect to the determination of Non-Qualifying CTs.

D. LICENSES AND OWNERSHIP.

1. License by the Listings Provider. Subject to the terms and conditions of this Agreement, the Listings Provider grant(s) to tyBit a revocable, limited, non-exclusive, non-assignable, non-transferable, non-sublicensable license during the Term (the “License”) to use: (a) the Listings Provider API solely for the purpose of facilitating the duties of the Parties in accordance with this Agreement and to reproduce, reformat and publicly display the other Licensed Materials provided by the Listings Provider on tyBit Media in accordance with this Agreement; and (b) the Listings Provider Element and Licensed Materials for the purpose of displaying the Listings Provider Element on tyBit Media.

2. Information and Data Collected by the Listings Provider. All information and data provided to the Listings Provider by users of tyBit Media or otherwise collected by the Listings Provider from Users of TyBit Media will be retained and owned exclusively by tyBit.

3. Ownership; Reservation of Rights. This Agreement is not intended to, and shall not affect, ownership by a party of any of its intellectual property rights, content, products and services, and nothing set forth in this Agreement shall be construed as the assignment or transfer of any ownership rights in any of the foregoing from one party to the other. Other than the express license set forth in this Section D, nothing in this Agreement, and nothing in any statement made in connection with this Agreement, will be deemed a license (by implication, estoppel or otherwise) under a party’s patent rights or other intellectual property rights.

E. CONFIDENTIALITY.

1. Definition. “Confidential Information” means any information disclosed by a party to another party during the Term (and any renewal terms), either directly or indirectly, in writing, orally or by inspection of tangible objects. All of the terms of this Agreement and all data generated pursuant to this Agreement will be deemed “Confidential”. Confidential Information will not, however, include any information that: (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (b) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (c) is already in the possession of the receiving party at the time of disclosure by the disclosing party; (d) is obtained by the receiving party from a third party without a breach of such third party’s obligations of confidentiality; or (e) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information.

2. Protection of Confidential Information. With respect to Confidential Information other than rights expressly granted under Section D, the receiving party agrees: (a) not to disclose any Confidential Information to any third parties; (b) not to use any Confidential Information for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (c) to keep the Confidential Information confidential using the same degree of care the receiving party uses to protect its own confidential information, as long as it uses at least reasonable care. If a party is requested or required by a government agency or judicial process to disclose the

Confidential Information of another party, then the receiving party will notify the disclosing party of such request and will reasonably cooperate to seek confidential treatment or to obtain an appropriate protective order to preserve the confidentiality of the Confidential Information.

F. REPRESENTATIONS AND WARRANTIES.

1. Listings Provider Warranties. The Listings Provider represents and warrants that (a) it has full power and authority to enter into this Agreement that; and (b) as of the Effective Date and at all times throughout the Term, it has all consents, approvals, licenses and permissions, necessary for the Listings Provider to perform all of its obligations hereunder and for tyBit to exercise all of its rights hereunder.

2. tyBit Warranties. tyBit represents and warrants that (a) it has full power and authority to enter into this Agreement that; and (b) as of the Effective Date and at all times throughout the Term, it has all consents, approvals, licenses and permissions, necessary for it to perform all of its obligations hereunder and for Listings Provider to exercise all of its rights hereunder.

G. INDEMNIFICATION.

1. Listings Provider Indemnification. The Listings Provider, at no expense to tyBit, will indemnify, defend and hold harmless tyBit and tyBit's affiliates, employees, representatives and agents from and against any claim, demand, action, investigation or other proceeding, including but not limited to all damages, losses, liabilities, judgments, costs and expenses arising therefrom, brought by any third party against tyBit (collectively, a "tyBit Claim") to the extent that tyBit Claim is based on, or arises out of an allegation that the Listings Provider's Distribution Program infringes any copyright, trade secret, trademark or patent (limited to patents issued in the United States only) of a third party.

2. tyBit Indemnification. tyBit, at no expense to Listing Provider, will indemnify, defend and hold harmless Listing Provider and Listing Provider's affiliates, employees, representatives and agents from and against any claim, demand, action, investigation or other proceeding, including but not limited to all damages, losses, liabilities, judgments, costs and expenses arising therefrom, brought by any third party against Listing Provider (collectively, a "Listing Provider Claim") to the extent that Listing Provider Claim is based on, or arises out of an allegation that tyBit infringes any copyright, trade secret, trademark or patent (limited to patents issued in the United States only) of a third party.

3. Indemnification Procedure. All indemnity obligations arising under this Section G will be subject to the following requirements: (a) the indemnified party will provide the indemnifying party with prompt written notice of any Claim; (b) the indemnified party will permit the indemnifying party to assume and control the defense of the Claim upon the indemnifying party's written acknowledgment of its obligation to indemnify; and (c) upon the indemnifying party's written request, and at no expense to the indemnified party, the indemnified party will provide the indemnifying party with all available information and assistance reasonably necessary for the indemnifying party to defend the Claim. The indemnifying party will not enter into any settlement or compromise of the Claim (except a settlement or compromise that: (i) is full and final with respect to the Claim; (ii) does not obligate the indemnified party to act or to refrain from acting in any way; (iii) does not contain an admission of liability on the part of the indemnified party; (iv) dismisses the Claim with prejudice; and (v) is subject to confidentiality, such that no party may disclose the terms of the settlement or compromise without the indemnified party's prior written consent) without the indemnified party's prior written approval, which shall not be unreasonably withheld.

H. Term and Termination.

1. Term. This Agreement will be effective as of the Date set forth on the Term Sheet and, unless terminated or renewed as set forth herein, shall have the term of one year (the "Term"). This Agreement shall be automatically renewed for one year, ("Renewal Term"), unless either Listings Provider or tyBit gives the other written notice of cancellation at least thirty (30) days prior to the expiration of any Renewal Term.

2. Early Termination. Notwithstanding Section H.1., this Agreement may be sooner terminated as follows. Either Listings Provider or tyBit may terminate this Agreement effective immediately if: (a) the other party is in default of any material obligation under this Agreement, and such default has continued unremedied for thirty (30) days after written notice from the non-defaulting party, (b) the other party makes any assignment for the benefit of creditors or has any petition under bankruptcy law filed against it, which petition is not dismissed within sixty (60) days of such filing, or has a trustee or receiver appointed for its business or assets or any party thereof, or (c) upon thirty (30) days written notice of termination by either Party to the other Party.

3. Effect of Termination. Upon the effective date of termination, all rights and obligations of the parties will terminate except: (a) each party's duty of confidentiality pursuant to Section E; (b) The duty of the Listings Provider to make any outstanding Net Revenue Payments

to tyBit in accordance with the terms of Section C; and (c) Listings Provider and tyBit shall be obligated to remove the other party's intellectual property from their respective Web sites, servers and systems and any marketing materials.

I. MISCELLANEOUS.

1. Notice. Any notice required or permitted by this Agreement will be given in writing and will be deemed given as of the day they are received either by messenger, delivery service or certified mail, postage prepaid, and (i) if to the Listings Provider, addressed to: the Listings Provider, c/o _____: General Counsel; (ii) if to tyBit, addressed to tyBit at the address shown on the Term Sheet to the attention of the General Counsel (unless otherwise specified by tyBit).; or (iii) addressed to the other party at such other address for which such party gives notice hereunder.

2. Assignment; Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Either Party may assign and transfer this Agreement in whole or in part and may delegate its (their) duties or assign its(their) rights hereunder at any time.

3. Governing Law; Venue; Attorneys' Fees. The Parties agree that this Agreement is made simultaneously in _____ County, _____, U.S.A., and in Cumberland County, North Carolina, U.S.A. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, exclusive of its rules respecting choice of law or conflict of law. The Parties agree that jurisdiction and venue for any matter, claim, action, or proceeding arising out of or pertaining to this Agreement shall be proper only in the state courts located in the state and county of the defendant's principal place of business, as identified above, or in the federal courts located nearest to the defendant's principal place of business. The Parties hereby submit to the personal jurisdiction of those federal and state courts. The Parties hereby waive their right to a jury trial in any civil action brought by either party under this Agreement. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including reasonable attorneys' fees.

4. Independent Contractors. The Listings Provider and tyBit are independent contractors with respect to each other, and nothing in this Agreement will be construed as creating an employer-employee relationship, a partnership, agency relationship or a joint venture between the Listings Provider and tyBit.

5. Force Majeure. No party will be liable hereunder (and their performance shall be excused under this Agreement) by reason of any failure or delay in the performance of its obligations (except for the payment of money) on account of strikes, shortages, riots, insurrection, terrorism, fires, flood, storm, explosions, earthquakes, Internet outages beyond the reasonable control of such party, acts of God, war, governmental action, or any other cause that is beyond the reasonable control of such party.

6. Entire Agreement. This Agreement and the Term Sheet constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede any prior or contemporaneous proposals, whether written or oral, with respect to the subject matter hereof.

7. Severability. If any provision of this Agreement is held or made invalid or unenforceable for any reason, this Agreement will be construed as if that provision had never been contained herein, but considering the original intentions of the Parties.

8. Waiver. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

9. Section Headings. The section headings contained herein are for reference purposes only and do not in any way affect the meaning or interpretation of this Agreement.

10. Non-exclusive Contract.: Nothing herein shall constitute or be deemed to constitute an exclusive contract between the Parties or impose a limitation on either Party's ability to enter into similar contracts for similar terms or services with third parties.

End of Terms