

Web Site Banner Ad Agreement

This Agreement is between Big Ben Networks, Ltd., a Texas Limited Partnership ("Publisher"), the exclusive publisher and manager of advertising on the Marketplace at c21bowman.com (the "Site"), and the Customer identified below.

Customer/Company

Name: _____ Representative: _____
Name and Title

Address: _____ Phone: (____) _____
Street or P.O. Box City, State and Zip Code Fax: (____) _____

Type of Business: _____ E-mail Address: _____

1. Customer has requested Publisher to place the ad identified below on the Site for the Annual Fee Shown below. If Customer wants Publisher to design an animated Banner Ad there will be a charge of \$440.00 for that service.

Directory Listing \$ _____ Showcase Ad \$ _____ Premium Ad \$ _____

Skyscraper Ad \$ _____ 1, 2, 3, or 4

Animated Banner Ad \$ _____ Yes _____ No _____

2. The ad shall run on the site for a period of one year from the date it is first published on the Site. All fees are due and payable upon execution and delivery of this Agreement by Customer and are non-refundable.
3. Ads must meet the following specifications. Directory Listing – includes your name, address and telephone number(s). Showcase and Premium Ads – 125 pixels wide by 94 pixels high; maximum file size is 15 kilobytes; format is GIF with 128 colors maximum; all ads must be created using web safe color palettes that can be viewed clearly on both PC and Macintosh browsers. Publisher reserves the right to make minor modification to ad sizes to comply with industry accepted standards.
4. Customer will provide the ad material to Publisher within 14 days of execution of this Agreement by Publisher. If the material is not received, Publisher will design an ad using the above information and any other information provided by Customer and place it on the Site. Online proofs will be provided to Customer approximately 14 days after delivery of the material to Publisher or 14 days after expiration of the time for Customer to deliver the material. Customer will approve or request changes to the online proof within 5 days or it will be conclusively presumed that Customer has approved the proof. Changes due to Publisher errors will be made without charge, modifications or additions made by Customer (including change due to Customer failing to timely furnish the ad material), before or after publication of the ad, will be billed for at the rate of \$35.00/hour. Publisher may require payment for such changes before commencing work of publishing the changes.
5. Publisher reserves the right to reject any ad or any material placed on the site which Publisher, in its sole discretion, believes to be obscene, defamatory, discriminatory, threatening, fraudulent, inappropriate or offensive, to any member of the public who might access the Site, or which might be illegal or subject Publisher to lawsuits or liability (collectively "offensive material"). Publisher's decision to publish any material or failure to remove any material placed on the Site shall in no event constitute Publisher's approval or endorsement of any material placed on the site. Customer or its products and services by Publishers, iServe, Inc. ("Site Host") or Mike Bowman, Inc. (Site Owner"), or their representatives or affiliates.
6. Publisher will not make any investigation of trademark, copyright or other intellectual property registers. Customer represents and warrants that any material provided, designed or approved by Customer does not and shall not infringe on any trademark, and warrants that any material provided, or approved by Customer does not and shall not infringe on any trademark, service mark or other intellectual property right of any third party, nor constitute or contain any offensive material or material which may violate any third party's right to privacy, or other statutory or common law rights. In the event of any demand or claim to the contrary, Customer and /or Publisher shall make appropriate modifications to the ad to eliminate any material which infringes on or violates the rights of any third party. Customer hereby agrees to defend, indemnify and hold harmless Publisher, Site Host, and Site Owner, and their partners, directors, officers, employees, subcontractors, agents and representatives, from and against any damages, losses or expenses (including reasonable attorney's fees and taxable court and other out-of-pocket costs) resulting from any claim that any material in Customer's ad is offensive or infringes on or violates the rights of any third party.

7. As a material inducement to Publisher to enter into this Agreement, Customer acknowledges and agrees that Publisher (and Site Host and Site Owner) has not and cannot represent, warrant or covenant, that Customer's ad will not be subject to down time, delays, gaps, and interruptions of publication or other lack of accessibility by the public. Accordingly, Customer's sole and exclusive remedy for any such delays, down time, gaps and interruptions of publication or other lack of accessibility by the public shall be, at Publisher's sole discretion, the extension of this Agreement until Customer's ad has run on the Site for a total of 365 days from the date of first publication on the Site, or a prorated refund of the Annual Fee (excluding any charges for ad design) determined by multiplying the Annual Fee by a fraction, the numerator of which is the number of days the ad was not published or accessible and the denominator of which is 365. Customer further acknowledges and agrees that Publisher (Site Host and Site Owner) cannot guarantee that the Site and Customer's ad will never be "hacked into" or altered or modified by an unauthorized person, and Customer fully accepts the risk of such unauthorized access to the Site and Customer's ad. Customer shall immediately notify Publisher of any interruption in the publication of Customer's ad or any unauthorized access to Customer's ad.

8. As a material inducement to Publisher to enter into this Agreement, Customer acknowledges and agrees that PUBLISHER'S (AND SITE HOST'S AND SITE OWNER'S) SERVICES, TECHNOLOGY AND PRODUCTS ARE SOLD AND PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND DEFECTS, PATENT OR LATENT, NOW EXISTING OR HEREAFTER ARISING. ALL WARRANTIES ARE DISCLAIMED, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION AND FITNESS FOR A PARTICULAR PURPOSE. PUBLISHER, SITE HOST AND SITE OWNER, AND THEIR PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS AND REPRESENTATIVES, HEREINAFTER "SAID PARTIES", SHALL NEVER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR BUSINESS, BUSINESS INTERRUPTION, LOSS OF DATA OR INFORMATION, OR LOSS OR DAMAGE TO BUSINESS REPUTATION, RESULTING FROM THE PUBLICATION OF, OR ANY ERROR IN THE PUBLICATION OF, OR ANY FAILURE TO PUBLISH, OR LACK OF ACCESSIBILITY OF, CUSTOMER'S AD, OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT OR ANY ACT OR OMISSION OF SAID PARTIES (INCLUDING SOLE, CONCURRENT OR PROPORTIONAL NEGLIGENCE OR FAULT, AND EXCLUDING ONLY ANY WILFUL, WANTON AND MALICIOUS ACTS). CUSTOMER UNDERSTANDS AND AGREES THAT THE TOTAL LIABILITY OF SAID PARTIES, FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THIS TRANSACTION, WHETHER IN CONTRACT, TORT (INCLUDING SOLE, CONCURRENT OR PROPORTIONAL NEGLIGENCE OR FAULT, AND EXCLUDING ONLY ANY WILFUL, WANTON AND MALICIOUS ACTS), STATUTORY, COMMON LAW OR OTHERWISE SHALL BE LIMITED TO THE AMOUNT PAID TO PUBLISHER BY CUSTOMER, PRORATED FOR THE PERIOD OF TIME THE AD HAS BEEN PROPERLY PUBLISHED IN ACCORDANCE WITH THIS AGREEMENT.

9. The provisions of Paragraphs 5, 6, 7, 8, 9 and 10 shall survive the expiration, termination or cancellation of this Agreement. Site Host and Site Owner, and their directors, officers, employees, subcontractors, agents and representatives are third party beneficiaries of and shall have the right to enforce the agreements and indemnifications affecting them in Paragraphs 5, 6, 7, 8, 9 and 10.

10. This Agreement shall be interpreted in accordance with the law of the State of Texas, and jurisdiction and venue of any action arising out of or related in any way to this Agreement or the transaction contemplated by this Agreement shall be in the State of Texas and the County of Tarrant. The parties hereby waive and agree to waive any objection to such jurisdiction and venue.

11. This Agreement shall be binding on the parties hereto, and their successors and assigns.

Big Ben Networks, Ltd., by
its General Partner, iServe, Inc.

Customer

By: _____
Mike Bowman, President

By: _____
Customer's Authorized Representative

Date: _____

Date: _____

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