

ReachLocal Canada, Inc. Advertising Terms & Conditions

These Advertising Terms and Conditions ("Terms & Conditions") shall be incorporated by reference into and made a part of any insertion order (the "IO") submitted to ReachLocal Canada, Inc. ("RL") by the advertiser (the "Advertiser") identified in the IO. All IOs are subject to acceptance by RL. RL reserves the right to refuse or cancel any IO, without cause, at any time. The Terms & Conditions, which are subject to change at any time, with or without notice, and the IO shall be collectively referred to as the "Agreement."

1. Advertising Services. RL provides the following advertising services for the Advertiser: Standard Advertising Services and Standalone Tracking Services.

(a) For the Standard Advertising Services, RL shall provide for the dissemination of advertising content (the "Ads") for the Advertiser's goods and services, via both online and offline media, for the period of time and for the compensation set forth on the IO (the "Campaign"). RL shall determine, in its sole discretion, which online or offline media (the "Publishers") through which to run the Campaign. Advertiser acknowledges that due to changing fees from the Publishers, the Publisher mix in a Campaign may change at any time without notice. Advertiser acknowledges that RL does not operate or control the Publisher's media – with the exception of its own proprietary online directory (the "RL Directory") -- and that RL acts only as a sales representative or reseller of advertising inventory or listing services for the Publishers. Accordingly, Advertiser acknowledges that RL makes no guarantees about when or where Ads will be displayed by a Publisher, nor does it guarantee that all of its available Publishers will carry the Ad. While RL will use commercially reasonable efforts to place Ads such that they will be seen by consumers in the target locales specified by Advertiser, RL cannot guarantee that the Advertiser's Ads will only or primarily be displayed to people in the target locales. RL may, in its sole discretion, place the Ads within the RL Directory or on any page of RL's website. Advertiser understands that RL is under no obligation and may not be able to provide any samples of Ads in the context of any Publisher's website or RL's Directory. In addition, as part of the Advertising Services, RL may create and post online a Local Profile page for the Advertiser, which may include the following information regarding the Advertiser: name, phone number, email address, physical address and information regarding the products or services to be advertised. As part of the Standard Advertising Services, the Advertiser shall be provided with certain data and statistics concerning the performance of the Ads (the "Tracking Information") as more fully described below.

(b) Standalone Tracking Services shall refer to a service whereby RL enables the Advertiser to obtain Tracking Information regarding advertising purchased through third parties.

2. Campaign Logistics/Duration. (a) Upon the signing of an IO by the Advertiser and acceptance thereof by RL, RL will set up the Campaign. The duration of the Campaign (the "Campaign Term") shall run from the Target Start Date to either (i) the Target End Date, as set forth in the IO, with adjustment to such dates as is herein provided or (ii) if the IO indicates that it is set up for Unlimited Auto Renewal, until terminated by the parties, as provided herein. Advertiser acknowledges that RL may take up to

10 business days to review the Campaign and may require further input from Advertiser. Thereafter, the Publishers, in the case of Standard Advertising Services, may take additional time to commence distribution of the Campaign. Therefore, the actual commencement date for a Campaign (the "Actual Start Date") may be later than the Target Start Date. Advertiser acknowledges that RL shall have no liability, and Advertiser shall not be entitled to terminate this Agreement or seek a refund, as a result of any such delays. The Target End Date specified on the IO is an estimate of when the Campaign will end. The Target End Date will automatically be adjusted by the number of days, if any, that the Actual Start Date is later than the Target Start Date. In addition, in the case of Standard Advertising Services, Advertiser acknowledges that it may take more or less time to exhaust the Campaign Media (as defined below), due to, among other things, the scheduling and inventory constraints of the Publishers. The Actual End Date for Standard Advertising Services will be the day when no less than 98% of the Campaign Media (as defined below) has been exhausted. The Campaign Term consists of Campaign Periods (as further defined below).

(b) For Standard Advertising Services, a Campaign Period is the period of time from RL's commencement of spending the Monthly Spend, as set forth in the IO, until such time as no less than 98% of the Monthly Spend has been spent.

(c) With respect to Standalone Tracking Services, the Campaign Period is each thirty (30) day period in which the services are provided during the Campaign Term.

3. Fees. Advertiser agrees to pay, in accordance with Section 4, the following fees, in the amounts set forth in the IO: (a) Campaign Media refers to the contractually committed spend by the Advertisers for the Standard Advertising Services, which is, as set forth in the IO, broken up into per month allocations (the "Monthly Spend"). For purposes of this Agreement, the full amount of the Campaign Media shall be fully earned by RL so long as no less than 98% of the Campaign Media is spent. Advertiser acknowledges that all statistics provided by RL evidencing such expenditure shall be conclusive and binding on Advertiser for all purposes of this Agreement.

(b) Campaign Management/ Tracking Fees refer to fees charged by RL for managing and tracking Campaigns. The Campaign Management/ Tracking Fees will be charged for each Campaign Period. RL reserves the right to change the Campaign Management/Tracking Fees at any time, provided that such changes will not take effect until a new IO has been executed and delivered to RL by Advertiser.

(c) Campaign Set-Up Fee refers to a one time fee for the set-up of a Campaign.

(d) Campaign Destination Page Set-Up Fee refers to the fee charged by RL for the design and building of a Standard Offer Page (as described below).

(e) Overage Fees, are the fees described in Section 5(b)

below. Advertiser is not entitled to any credits, discounts, rebates, refunds provided to RL by Publishers. Moreover, if RL, in its sole discretion, passes on any such credits, discounts, rebates, refunds, it shall be under no obligation to do so in the future.

4. Payment Terms. (a) Prior to the initial Campaign Period, Advertiser shall pay the Campaign Media and the Campaign Management/Tracking Fees for the initial Campaign Period and the Campaign Set-Up Fees and Campaign Destination Page Set-Up Fees, if applicable. Generally, payment will be made by charging the Advertiser's credit card (the "Advertiser's Card"), unless RL has agreed to accept payment by check or to invoice Advertiser. In advance of each subsequent Campaign Period, unless RL has agreed to invoice Advertiser, Advertiser shall pay the Campaign Media and Campaign Management/Tracking Fees. In connection with the foregoing and to ensure that there is no pause in the Campaign, RL may charge the Advertiser's Card for the upcoming Campaign Period when 85% of the Monthly Spend for the current Campaign Period has been exhausted and may charge the Advertiser's Card in advance for the Standalone Tracking Services. Advertiser acknowledges that RL may pause any Campaign during any Campaign Period for which the Advertiser has not paid, in advance, the Monthly Spend (except for those Advertisers that RL has agreed to invoice). In the event of Overage Fees, RL shall have the right to charge the Advertiser's Card at the conclusion of each Campaign Period or, if applicable, it shall invoice the Advertiser. (b) If RL agrees, in its sole discretion, to invoice the Advertiser (in lieu of charging the Advertiser's Card) Advertiser shall pay all invoices within 14 days of the invoice date. (c) Any amounts not paid when due shall bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). Advertiser agrees to pay all costs of collection (including attorneys fees and all other legal expenses) incurred by RL in connection with its enforcement of its rights under the Agreement. (d) Once an IO has been accepted by RL, Advertiser will be responsible for payment in full of all fees set forth therein. If Advertiser cancels an IO for any reason, all fees for the remainder of the scheduled Campaign shall be immediately due and payable, and all pre-paid fees shall be forfeited. (e) All payments due hereunder are in Canadian dollars and are exclusive of any sales, use or similar applicable taxes. Advertiser shall promptly pay all such taxes and any associated interest and penalties.

5. Tracking Information.

(a) Defined Terms:

Offer Page Tracking: refers to the tracking of online promotional offers, which may require consumers to provide registration information. Advertiser is responsible for providing the terms and conditions and the privacy policy governing the offer page.

Destination Page: The Destination Page is the web page to which the consumer will be directed to as part of the Campaign. There are two types of Destination Pages. The *Standard Offer Page* is a web page which RL may provide to an Advertiser that does not already have its own site. It will consist of a basic web page with information provided by Advertiser on a url owned by RL. Advertiser agrees that RL may restrict the ability of Advertiser to modify or

request modifications to Advertiser's Standard Offer Page once the Campaign has commenced. Upon the conclusion of the Campaign Term, RL retains ownership of the Advertiser's Standard Offer Page. The other type of Destination Page is the *Existing Website*, which is the Advertiser's existing site.

Destination Page Tracking: refers to the tracking of visits to the Destination Page.

eMail Tracking: refers to the tracking of emails sent to the Advertiser through the Proxy Site, as defined below (the "Proxy eMails"), which is accomplished by dynamic substitution of Advertiser's e-mail address(es) on the Destination Page with e-mail form(s). Advertiser acknowledges that the Proxy eMails are routed through RL's servers. Advertiser agrees and understands that RL is not responsible for the advertised e-mail addresses entered by Advertiser and to which the Tracking E-Mail Addresses will forward. For purposes of quality assurance and Campaign assessment, RL may access and review all Proxy eMails. RL cannot guarantee that 100% of the Proxy eMails will be delivered to the Advertiser.

Web Event Tracking: refers to the tracking of specific events on the Advertiser's site (e.g. number of visits to a contact page).

Phone Number Tracking: refers to the tracking by RL of phone calls received by Advertiser, which is accomplished by RL or its third party provider providing up to two tracking phone number(s) (each, a "Tracking Number") that will be dynamically displayed on the Destination Page in lieu of the Advertiser's phone number(s) and that will forward to the Advertiser's phone number(s). Advertiser acknowledges that it does not own and will not, as the result of this Agreement, obtain any ownership interest in the Tracking Numbers.

Tracking Services: refers to any or all of Destination Page Tracking, Offer Page Tracking, eMail Tracking, Web Event Tracking or Phone Number Tracking.

(b) For the Standard Advertising Services, RL shall provide such of the Tracking Services, as it deems appropriate, in its sole discretion, to enable Advertiser to assess the performance of any Campaign. For the Standalone Tracking Services, RL shall provide any of the three options, as set forth on the IO: (i) Web Tracking, which shall include Offer Page Tracking and Destination Page Tracking; (ii) Phone Tracking; or (iii) Web and Phone Tracking which shall include both (i) and (ii). Unless otherwise agreed to by RL in writing, Web Tracking shall be limited to 1,000 web page visits per Campaign Period and Phone Tracking shall be limited to 60 minutes per Campaign Period. Tracking in excess of such limits shall be subject to RL's then-current overage fees (the "Overage Fees").

(c) Advertiser acknowledges that RL is not obligated to keep and maintain any data obtained as the result of the Tracking Services for more than thirty (30) days after the collection of any such data (including Call Recordings (as defined below) and Proxy eMails).

6. Implementation of Tracking Services. In order to implement the Tracking Services, Advertiser hereby agrees that RL may do any of the following: (a) To the extent that the Destination Page is an Existing Web Page, Advertiser hereby permits RL to provide a mirrored or

proxied version of the Advertiser's website (the "Proxy Site"). In connection with the implementation of the Proxy Site, RL may, but is not obligated to, do any or all of the following:

- Deploy click tracking code to track the pages that users may access as a result of the Campaign. RL may place cookies or similar such online tools on the Proxy Site to effect the foregoing Tracking Services and such other services as RL may reasonably determine. Advertiser acknowledges that such cookies may be used for the benefits of both the Advertiser and for third parties.
- On the Proxy Site, insert a link or links in appropriate places on the site, advising consumers of certain matters pertaining to the operation of the Proxy Site.
- Implement Keyword highlighting, which would highlight, on the Proxy Site, the search terms used by the consumer to locate the site.
- Make such other aesthetic or functional changes to the Existing Site so as to enhance the performance of the Campaign.

Advertiser understands that, in order for RL to provide the functionality necessary to implement the Tracking Services, the url for the Proxy Site (the "Proxy URL") will be different than the url for the Existing Site. The Proxy URL shall be the property of RL. Advertiser acknowledges that except with respect to the changes contemplated hereby, the functionality and appearance of the Proxy Site will be identical to the Existing Site. Accordingly, RL disclaims any liability arising from the design, content or functionality of the Proxy Site.

(b) Advertiser hereby acknowledges that changes to the Existing Site (including any tracked phone numbers or email addresses) will result in the failure of the Tracking Services. Therefore, so as to avoid disrupting the Tracking Services, Advertiser must give RL at least ten (10) business days' prior written notice of any changes to the Existing Site (including any url changes). Any failure of the Tracking Services resulting from the Advertiser's failure to provide timely notice of disruptive changes shall not excuse Advertiser's obligations to pay, all amounts owed under any applicable IO. (c) RL cannot and does not guarantee that any of the foregoing tracking methods will track every instance of activity that is intended to be tracked. Without limiting the generality of the foregoing, the Tracking Services may not fully function in the following circumstances, among others:

- If the Existing Site significantly uses Flash or embedded images.
- When the consumer has disabled the use of cookies.
- Where the Advertiser has used the incorrect tracking url.

7. Special Terms for Phone Tracking.

(a) Provisioning Tracking Phone Numbers. Advertiser acknowledges that, for local Advertiser phone numbers, RL will first try to provision a local Tracking Phone Number, but, in the event such a local Tracking Phone Number is not available, Advertiser hereby gives RL permission to provision a toll free Tracking Phone Number instead.

(b) Advertiser's Options. At Advertiser's option, as reflected on the IO, Phone Number Tracking, may include the following features (collectively the "Call Tracking

Features"): Call Recording (whereby a recording is made of inbound phone calls attributable to the Campaign); Caller ID (whereby the phone number of the caller is used to look-up their name and address). By electing the Call Tracking Features, Advertiser is representing and warranting that it has all necessary rights to implement such tracking features. Advertiser acknowledges that RL disclaims any and all liability that may arise as the result of the implementation of Call Recording.

(c) Call Recording Specifics. In connection with Call Recording, Advertiser understands that an initial recording shall be played to consumers at the outset of calls to the Advertisers, which shall, among other things, notify the consumer that the call is being recorded. In addition, Advertiser will advise its employees that its calls may be recorded.

(d) Call Review: For purposes of quality assurance and Campaign assessment, RL may access and review all Call Recordings.

(e) Limitations. Unless otherwise agreed to by RL in writing, call minute usage shall be limited to sixty (60) minutes of call time per Tracking Number for each Campaign Period. Usage in excess of such limit shall be subject to RL's Overage Fees.

8. Access to RL's Site. Upon execution of the IO, Advertiser will be granted a revocable, non-transferable, non-exclusive limited license to use the RL Advertiser website (the "Site") solely for the purpose of accessing the Tracking Information. Advertiser's access shall be password protected and Advertiser agrees that it shall not share its password with third parties. Advertiser acknowledges and agrees that it does not have, nor will it claim any right, title or interest in the Site software, methods, data, applications, of doing business or any elements thereof, or any content provided on the Site. Advertiser may only access the Site via web browser or in a manner otherwise approved by RL. Advertiser will not attempt in any way to reverse engineer, alter, modify, eliminate, conceal, or otherwise render inoperable or ineffective the Site. RL may terminate the foregoing license, at any time for any reason. As part of gaining access to the Site, Advertiser hereby consents to allowing its sales agent to input the Advertisers contact information, credit card information and campaign information into the Platform. RL will only use the foregoing information in connection with the implementation of the relationship contemplated by this Agreement. In addition, RL may, from time to time, send Advertiser emails regarding platform updates, campaign updates, payment reminders, and marketing opportunities.

9. Privacy Considerations. Advertiser shall, at all times, post a privacy policy on its site and comply with such privacy policy. The privacy policy, in addition to complying with all applicable laws, shall permit, to the extent necessary, RL to do everything necessary to fulfill its obligations hereunder. Without limiting the generality of the foregoing, the privacy policy shall specifically permit the use of third party cookies, permit the collection and use of aggregate data and allow Advertiser to share Personally Identifiable Information with third party providers including RL. RL may, if it deems reasonably necessary, also insert in or otherwise make visible from the

Proxy Site, links which will direct consumers to additional information concerning consumer privacy.

10. Advertising Content/Keywords. (a) Advertiser will deliver all content required for any advertisement (an "Ad") to RL. If such content does not conform to RL's or the Publishers' specifications, then RL or the Publisher may, in their sole discretion, modify or reject such Ad. If rejected, RL will then refund any applicable amounts paid in advance. Advertiser acknowledges that it may be limited in its ability to make further modifications to its Ads after they have been delivered to RL. The right to reject an Ad does not confer on RL an obligation to do so. Moreover, the acceptance of an Ad does not constitute the approval or endorsement by RL or the Publishers of the Ad, for purposes of this Agreement or otherwise. If Advertiser requests that RL create the Ad, Advertiser is still responsible for ensuring that the content of the Ad is complete, accurate and complies with applicable law. With respect to an Ad created by RL, RL retains ownership of the design elements of the Ad, but not, in any event, the intellectual property of Advertiser.

(b) With respect to search engine marketing, Advertiser may select certain individual words or phrases ("Keywords") to be used in connection with the Campaign. While RL will use reasonable efforts to use these Keywords, RL makes no guarantees that all the Keywords will be used. RL is also permitted to choose Keywords. To the extent that RL uses Keywords of its choosing, it shall be under no obligation to disclose such Keywords to Advertiser.

11. License. For the term of this Agreement, Advertiser hereby grants to RL and the Publishers a non-exclusive, royalty-free, worldwide license to (a) use, perform, display, broadcast and transmit all Ads delivered hereunder in accordance with the terms of the Agreement (with such modifications as permitted herein), (b) use all associated Advertiser intellectual property in connection therewith (c) modify such Ads to the extent necessary or desirable for the performance of a Campaign. Except as set forth in Section 10 above, title to and ownership of all intellectual property rights of all Ads and associated Advertiser intellectual property shall remain with Advertiser or its third party licensors. In addition, Advertiser agrees that RL may, during the term of this Agreement and thereafter, include Advertiser's name (including any trade name, trademark, service mark and logo), any Ad provided hereunder, the Advertiser's Local Profile on RL's customer list and in its marketing materials, sales presentations and the RL Directory.

12. Advertiser's Liability. The Advertiser warrants that it has all necessary rights to permit and hereby grants RL all such rights which are necessary for RL to convert the Ads into the necessary media format, including without limitation, the right to store, display, transmit and distribute the Advertisers' Ads. Advertiser is solely responsible for any liability arising out of or relating to any Ad provided by Advertiser hereunder and any material to which users can link through such Ad ("Linked Content"). Advertiser represents and warrants that no part of the Ads or Linked Content will: (a) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy; (b) violate any law, statute,

ordinance or regulation, including, without limitation, laws and regulations governing export control, false advertising or unfair competition; (c) be defamatory or libelous; (d) be pornographic or obscene; or (e) contain viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines. Advertiser further represents and warrants that the product or service that is being promoted through any Campaign hereunder is (a) lawful and (b) not the subject of any ongoing investigation by any local, provincial or federal regulatory or quasi-regulatory authorities. Advertiser agrees to defend, indemnify and hold harmless RL, the Publishers, their subsidiaries, affiliates and parent companies and their respective directors, officers, agents and employees for any and all losses, costs, liabilities or expenses (including without limitation reasonable attorneys' fees and expenses) incurred or arising from: (i) any breach of any representations and warranties contained herein; (ii) any claim arising from the collection, use or disclosure of personally identifiable information from a consumer or any breach of the privacy policy; (iii) any claim arising from the sale or license of Advertiser's goods or services; or (iv) any other act, omission or misrepresentation by Advertiser. RL may participate in such defense at its own expense. RL reserves the right to reject or remove any Ad or url link embodied within an Ad at any time in the event RL shall determine in its sole discretion that such Ad or Linked Content does not meet RL's standards or comply with the Agreement, or that such Ad or Linked Content is unlawful or inappropriate. The failure by RL to exercise its right to refuse an Ad or Linked Content does not constitute endorsement of any Ad that is accepted by RL, nor does it constitute a warranty that RL will continue to run an Ad once accepted.

13. Agency. Advertiser further represents and warrants that, in the event it is purchasing advertising on behalf of another company, it has been authorized by each such company to act as its agent in all respects relating to this Agreement, including, without limitation, the making of any elections or giving of any consents. Without limiting the generality of the foregoing, Advertiser agrees on behalf of each such company that such company has been made aware of these Terms and Conditions and has agreed to be bound thereto. Advertiser and each such company shall be jointly and severally liable for fulfillment of their obligations under this Agreement.

14. Confidentiality. Except as may be required by applicable law, Advertiser shall not disclose the contents of this Agreement to any third party (other than its employees and representatives who are made aware of and agree to this restriction) without RL's prior written consent. No party may issue a press release concerning the existence or terms of this Agreement without the prior written consent of the other party.

15. Term/Termination. (a) The Agreement commences on the day that an IO is accepted by RL and terminates on the Actual End Date, unless it is indicated on the IO that is set up for Unlimited Auto Renewal (as defined below), in which case the IO will continue until the later of the Actual End Date or until it is terminated by either party. If the IO is marked for Unlimited Auto Renewal this means that after the Actual End Date, the IO will automatically renew for

consecutive Campaign Periods, until terminated by the parties. (b) RL may immediately terminate this Agreement and any Campaign without notice and without cause. In the event that a contract is in the Auto Renewal phase, Advertiser may terminate on thirty (30) days prior written notice, provided that such termination shall not take effect until the later of the end of such notice period or the conclusion of the then current Campaign Period at the time of the conclusion of the notice period. Upon termination, RL's obligation to forward the calls to the Tracking Numbers and the Proxy eMails immediately terminates. Advertiser understands and acknowledges that due to the nature of the Internet, certain information regarding the Advertiser that was posted on the Internet as part of the Advertising Services, including, for instance, the Local Profile, may continue to be available from the Internet. All provisions of this Agreement that by their sense or nature should survive termination of this Agreement (including, without limitation, all limits of liability, indemnity obligations, and confidentiality obligations) shall so survive. Without limiting the generality of the foregoing, in the event of any termination, Advertiser shall remain liable for any amounts due to RL as of the termination date. (c) If the Advertiser wishes to renew, a new IO must be signed which shall be subject to the Terms and Conditions then in effect. Advertiser acknowledges that failure to timely renew may result in pauses between Campaigns.

16. DISCLAIMER OF WARRANTIES. RL PROVIDES THE SITE AND ALL SERVICES PERFORMED HEREUNDER ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND WITHOUT ANY GUARANTEE OF CONTINUOUS OR UNINTERRUPTED DISPLAY OR DISTRIBUTION OF ANY AD. IN THE EVENT OF INTERRUPTION OF DISPLAY OR DISTRIBUTION OF ANY AD, RL'S SOLE OBLIGATION WILL BE TO RESTORE SERVICE AS SOON AS PRACTICABLE. RL DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. Without limiting the generality of the foregoing, RL makes no guarantees with respect to the performance or placement of any Ad.

17. LIMITATIONS OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RL DISCLAIMS LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR STRICT LIABILITY), OR FOR INTERRUPTED COMMUNICATIONS, LOSS OF USE, LOST BUSINESS, LOST DATA OR LOST PROFITS (EVEN IF RL WAS ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. UNDER NO

CIRCUMSTANCES SHALL RL BE LIABLE TO ADVERTISER OR ANY THIRD PARTIES FOR AN AMOUNT GREATER THAN THE AMOUNTS RECEIVED HEREUNDER. IN LIEU OF REFUND, RL SHALL BE PERMITTED TO CAUSE THE PLACEMENT OF "MAKE-GOOD" ADVERTISING, PROVIDED SUCH "MAKE-GOOD" ADVERTISING IS PROVIDED WITHIN A REASONABLE PERIOD OF TIME AFTER THE LIABILITY HAS ACCRUED.

(c) Advertiser agrees that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to Agreement must be filed within one year after such claim or cause of action arose or be forever barred; provided that this section shall not in any way limit the time in which claims for infringement or misappropriation of intellectual property rights may be brought.

(d) Without limiting the foregoing, RL shall have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown or any other condition affecting production or delivery in any manner beyond the control of RL. Advertiser acknowledges that RL has entered into this Agreement in reliance upon the limitations of liability set forth herein and that the same is an essential basis of the bargain between the parties.

18. Third Party Beneficiaries. Advertiser understands and acknowledges that the Publishers are intended third party beneficiaries of Sections 10, 11, 12 and 17.

19. Miscellaneous. This Agreement will be governed and construed in accordance with the laws of the province of Ontario without giving effect to conflict of laws principles. Advertiser agrees to submit to jurisdiction in Ontario and further agrees that any cause of action arising under this Agreement must be brought exclusively in the courts of Ontario. This Agreement sets forth the entire agreement of the parties and supersedes any and all prior oral or written agreements or understandings between the parties as to the subject matter hereof. It may be changed only by a writing signed by both parties. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. Advertiser may not assign this Agreement without the prior written consent of RL. The parties' rights and obligations will bind and inure to the benefit of their respective successors, heirs, executors and joint administrators and permitted assigns. The parties to this Agreement are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. This Agreement may be executed and delivered by facsimile and the parties agree that such facsimile execution and delivery shall have the same force and effect as delivery of an original document with original signatures.