

WALT DISNEY INTERNET GROUP
ADDENDUM TO IAB STANDARD TERMS AND CONDITIONS FOR
INTERNET ADVERTISING FOR MEDIA BUYS ONE YEAR OR LESS
EFFECTIVE AS OF MARCH 15, 2003

This Addendum to the IAB STANDARD TERMS AND CONDITIONS FOR INTERNET ADVERTISING FOR MEDIA BUYS ONE YEAR OR LESS (the "Agreement") is made a part of that Agreement. To the extent anything herein conflicts with the Agreement including the applicable IO, this Addendum shall control. Terms defined in the Agreement shall have the same meaning when used in this Addendum unless otherwise specified.

The Agreement is hereby modified as follows:

1. Advertiser and Media Company agree to be bound by the IAB Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less as amended by this Addendum.
2. Section Ia: The following specifications shall be deemed to be incorporated into each IO:
 - A. Ownership of Content: Advertiser shall own and retain all right, title and interest in all Advertising Materials provided by Advertiser to Media Company. Except for the Advertising Materials provided by Advertiser, Media Company shall own and retain all right, title and interest in any materials and content it creates for the media buy; Advertiser agrees that it shall not at any time assert or claim any interest in, or do anything that may adversely affect the validity or enforceability of, any intellectual property right belonging to Media Company hereunder.
 - B. Ownership of Data: Where, pursuant to the IO, Media Company conducts a promotion on behalf of Advertiser and entrants provide their permission to share their Entry Data with Advertiser, Media Company may provide Advertiser with the pertinent entry data collected by Media Company on the Promotion entry pages (the "Entry Data"). Where entrants have provided their permission to share their data with Advertiser, Media Company and Advertiser shall each own the Entry Data separately and shall use it in accordance with their respective privacy policy. Advertiser shall at all times comply with its lawful privacy policy and all applicable laws, rules and regulations. Except for the Entry Data that will be shared with Advertiser as described herein, Media Company shall own and retain all right, title and interest in all names, addresses, e-mail addresses and other information collected by it from users visiting its Sites ("Customer Data"). Advertiser shall have no right to obtain or use such Customer Data except as expressly set forth in the IO. Advertiser shall have no right to Entry Data or other Customer Data provided by Media Company except as set forth herein. Additionally, where the IO calls for a survey, Media Company will provide Advertiser with certain information (as specified in the IO) collected from the survey.
3. Section IIc is amended to include the following: Media Company's technical specifications can be found at <http://mediakit.go.com>.
4. Section IIIc is amended to include the following: Order acceptance is subject to credit approval and approval of the IO terms. In the event Advertiser lacks an adequate credit history, there may be a delay in the order acceptance process and the start of the media flight. Advertiser and Advertiser's Agency are jointly and severally liable for any and all amounts due to Media Company. In the event of nonpayment, and without limiting any other remedies, Media Company may set off any amounts due Media Company against any amounts due from Media Company to Advertiser or its Agency under any agreement or IO, or may set off such amounts against any charges for media to be delivered by Media Company.
5. Section IVb is amended to include the following: The reporting requirement in this Section IVb shall apply equally to Media Company and Advertiser.
6. Section IVc is amended to include the following: For 3rd Party served campaigns, failure by Agency to provide 3rd Party Ad Server reports on a timely basis will release Media Company from any makegood obligation in the case of under-delivery and from payment of any 3rd Party Ad serving charges in the case of over-delivery.
7. Section Vd is amended to include the following: Discounted rates will not apply to cancelled buys; instead, short rates will be applied based on Media Company's standard rate card for the related inventory.
8. Section IXa is amended to include the following: Media Company's policies include, but are not limited to, the WDIG Guidelines for Advertising, WDIG Privacy Policy, WDIG Technical Specifications, and other information as updated from time to time, and which is available for review on our web sites (for WDIG privacy policy) or at <http://mediakit.go.com>.
9. Section IXf is amended to include the following: Advertiser grants Media Company permission to use the final Media Campaign (and not any Confidential Information) for illustrative purposes in internal and external sales presentations.
10. The following new Section IXg shall be added to the Agreement: Except as expressly provided on the IO, Advertiser shall not use or assist any other party in using, the intellectual property of Media Company, including but not limited to the following: the names "Walt Disney Internet Group", "GO.com", "Buena Vista Internet Group", "Disney", "ESPN Internet Ventures", "ESPN Internet Group," "ESPN", "ABC", "ABC Internet Ventures", "FamilyFun.com" or "Movies.com" (either alone, in conjunction with or as a part of any other word, name, phrase or mark), or any fanciful characters or designs of Disney Enterprises, Inc. (formerly known as The Walt Disney Company) or any of its related, affiliated or subsidiary companies (a) in any advertising, publicity or promotion or other disclosure, (b) in any in-house publication, (c) to express or imply any endorsement of any product or service, or (d) in any other manner or for any purpose whatsoever.
11. Section Xb is amended to include the following: Advertiser shall further indemnify Media Company for (1) any Advertising Materials provided by Advertiser and posted on a Media Company Site(s), (2) Advertiser's failure to pay any rights, including public performance, guild fees, or other fees associated with the Advertising Materials, (3) the delivery to Media Company Site users by Advertiser or on its behalf of any content or technology outside the Advertising Materials itself, (4) the pages and sites to which the Advertising Materials link, and (5) use of any products sold through the Advertising Materials or the Web pages or sites to which it links.
12. Section XI: This Section XI shall also exclude Section IXb and IXg of the Agreement as modified in this Addendum.
13. Section XIIa is amended to include the following: Advertiser will enter into written agreements of confidentiality with its 3rd Party Ad Servers to ensure that such 3rd Party Ad Servers will not disclose to any person or entity besides Advertiser and Advertiser's Agency, any information received about Media Company users or any usage information related to any of Media Company's online services (collectively, "Media Company Confidential Information"). Additionally, Advertiser agrees that it will restrict its 3rd Party Ad Servers' use of the Media Company Confidential Information to the purpose of serving ad content for Advertiser and no other use. Sections 5 and 6 of this Addendum shall apply to Section XIIa of the Agreement as well.
14. Section XIIc: Section 2B of this Addendum shall apply to Section XIIc of the Agreement as well.
15. Section XIIIa is amended to include the following: Media Company is not responsible for faulty ad tags from 3rd Party Ad Servers. Advertiser shall not permit 3rd Party Ad Servers to resell any ad impressions to Media Company proxy servers without prior approval from WDIG.
16. Section XIVd is amended to include the following: All IO's shall be governed by the laws of the State of California and any legal proceedings will be brought solely in the county of Los Angeles.