

— Terms and Conditions — David Williams Contract for Advertising —

Please read before signing the contract. By submitting advertising for publication, each advertiser and advertising agency agrees to the following standard advertising terms and conditions:

1. General. A signed contract must be submitted to David Williams ten days in advance of initial publication date. By submitting advertising for inclusion on the AlfredNY.Biz web site, advertiser/agency agrees to be bound by the terms of this contract. No conditions other than those set forth herein shall be binding on David Williams unless specifically agreed to in writing by David Williams. David Williams will not be bound by conditions printed or appearing on order blanks or copy instructions submitted by or on behalf of the advertiser/agency. This contract supersedes all terms and conditions on David Williams rate card(s).

2. Changes and Cancellations. All artwork, ad creatives, ad copy must be received at least ten days in advance of publication date. Cancellations will not be accepted after the campaign has been posted to the AlfredNY.Biz web site. Changes to artwork and/or copy changes must be received by David Williams at least five (5) business days in advance of the requested change date. Any cancellations or change orders must be made in writing and acknowledged by David Williams. Change orders cannot be submitted any more frequently than once every thirty (30) days. This contract may be canceled by David Williams or advertiser/agency on 30 days notice to the other party.

Advertising Proofs: When advertisers submit and/or change their ad copy in any issue, a proof of the ad will be e-mailed to the contact person on file. If an e-mail address isn't available or if time is at a premium, David Williams will use his best judgment as to the correctness of the advertising based on the information the advertiser/agency has furnished and publish the ad. It will be always be the Advertiser/Agency's responsibility to review the ads when published for correctness. This must be done immediately. If David Williams does not hear from you within 24 hours, he will have to assume that the advertiser/agency has looked at the content of the ad, the design and layout and has checked to see that no typographical errors appear. The ad will appear as is.

3. Payment. Unless otherwise agreed in writing, payments due David Williams are expected in Full (U.S. dollars) and must accompany your first insertion/impression and all insertions/impressions thereafter for future publication. If payment is not timely, David Williams at his exclusive option may terminate the contract without thirty (30) day notice. In addition, advertiser/agency shall be liable to David Williams for all attorneys' fees and other costs of collection. Interest will accrue on any past due amounts at the rate of one and one-half (1-1/2%) percent per month, but not in excess of the lawful maximum. David Williams shall have the right to hold the advertiser and/or its agency or agent jointly and separately liable for all amounts due. Advertiser and/or Agency hereby agree(s) to abide by the terms of the publication's most current Advertising Rate Card; to furnish advertisements within the David Williams' published deadlines; to meet payment schedules & terms; and to hold David Williams harmless from any and all liability.

4. Frequency and Discounts. If David Williams fails to provide the guaranteed number of insertions/impressions, David Williams will make good on this contract by providing advertiser with additional insertions/impressions. David Williams will not make good for under-delivery due to delays caused by advertiser/agency. Advertiser/agency understands that all frequency discounts are based on the advertiser's/agency's commitment to fulfilling the frequency indicated in the contract. If, for any reason, this frequency is not met by the time of expiration or cancellation of the

contract, advertiser/agency agrees to pay a short rate charge on all ads run. This charge will be equal to the difference between the rate shown in the contract and the rate earned based on the applicable rate card for the actual frequency completed. If you have purchased a full page agreement David Williams will seek to provide periodic traffic reports (additional fees may apply for this service).

5. Growth and Renewal.

(a) Per-Impression Contracts. At the expiration of a contract for a guaranteed number of insertions/impressions, provided the contract is for 6 months or more, advertiser/agency has the right to renew the contract for the same number of insertions/impressions for a second contract period identical in duration to the first. The purchase price for a second contract period will be determined according to David Williams' then current rate card.

(b) Notice of Renewal. In order to exercise the right of renewal, advertiser/agency must notify David Williams in writing at least 30 days before the termination date of this contract that advertiser/agency is renewing the contract for the consecutive contract period. Failure to give timely notice will result in forfeiture of the right to renew and may result in the loss of placement on/within a particular page.

6. Licenses and Indemnification. Advertiser/agency represents that the advertiser is the owner or is licensed to use the entire contents and subject matter contained in its advertising and collateral information, including, without limitation: (a) the names and/or pictures of persons; (b) any copyrighted material, trademarks and/or depictions of trademarked goods or services; and (c) any testimonials or endorsements contained in any advertisement submitted to David Williams. In consideration of David Williams' acceptance of such advertisements and information for publication, the advertiser and agency will jointly and severally indemnify and hold David Williams harmless against all loss, liability, damage and expense of any nature (including attorney's fees) arising out of the copying, printing, distributing, or publishing of advertiser's/agency's advertisements. If advertiser possesses any preexisting copyright interests in the advertisements, advertiser grants David Williams the right to use, reproduce, and distribute the advertisements.

7. Rejection. David Williams reserves the right without limitation to reject, omit or exclude any advertisement or to reject or terminate any links for any reason at any time, with or without notice to the advertiser/agency, and whether or not such advertisement or link was previously acknowledged, accepted, or published.

8. Limitation of Liability. David Williams shall not be liable for any omissions or errors in content. If such an error or omission occurs, David Williams' liability will be limited to the cost of the advertising (prorated for the publishing completed). David Williams will not be liable for any delays in delivery and/or non-delivery in the event of an act of God, action by any government entity, transportation, strike, network difficulties, electronic malfunction, etc. or any feasibility, reliability, or effectiveness related to the AlfredNY.Biz website or David Williams' software and/or equipment. David Williams does not represent or warrant that the AlfredNY.Biz web site will meet the objectives or needs of advertiser/agency or any third party. In no event will David Williams be liable for any failure, disruption, downtime, interruption, miscalculation, delay, inaccuracy, or any other nonperformance related to the AlfredNY.Biz website site or 3rd party software/hardware. UNDER NO CIRCUMSTANCES WILL DAVID WILLIAMS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST INCOME OR PROFITS, IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF DAVID WILLIAMS HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

9. Choice of Law and Forum. This contract shall be interpreted and construed in accordance with the laws of Allegany County in the State of New York, without regard to its conflicts of laws provision, and with the same force and effect as if fully executed and performed therein. Each

party hereby consents to the personal jurisdiction of Allegany County in the State of New York, acknowledges that venue is proper and further agrees that any action related to this Agreement must be brought in a state or federal court in Allegany County in the State of New York, and waives any objection that may exist, now or in the future, with respect to any of the foregoing.

10. Miscellaneous. This contract cannot be sold, assigned or transferred by advertiser/agency to any party. If any portion of the contract is found unenforceable for any reason, the remainder shall remain in full force and effect. No waiver by David Williams of any provision herein shall operate as a waiver of any other provision or any subsequent default. These terms represent the entire agreement of the parties; David Williams will not be bound by the representations of any agents, brokers, or other third parties. Any modifications must be in writing and signed by an authorized representative of David Williams.

11. Service Disclaimer. The information and design of this service are owned by David Williams and/or Assignees/Agents. Except for a single temporary copy in a single computer's memory and a single permanent copy to be used by user, the information contained herein may not otherwise be used (not copied, performed, distributed, rented, sublicensed, altered, stored for subsequent use, etc., in whole or in part, in any manner) without David Williams' express prior written consent (unless such use constitutes fair use under the Copyright Act).

All information contained herein is obtained by David Williams from sources believed by David Williams to be accurate and reliable. Because of the possibility of human and mechanical error as well as other factors, NEITHER DAVID WILLIAMS NOR HIS ASSIGNEE/AGENT IS RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. ALL INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. DAVID WILLIAMS AND HIS ASSIGNEE/AGENT MAKE NO REPRESENTATIONS AND DISCLAIM ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES OF ANY KIND TO THE USER AND/OR ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. UNLESS DUE TO WILLFUL TORTIOUS MISCONDUCT OR GROSS NEGLIGENCE, DAVID WILLIAMS, HIS AFFILIATES, AND ASSIGNEES/AGENTS SHALL HAVE NO LIABILITY IN TORT, CONTRACT, OR OTHERWISE (AND AS PERMITTED BY LAW, PRODUCT LIABILITY), TO THE USER AND/OR ANY THIRD PARTY. UNDER NO CIRCUMSTANCE SHALL DAVID WILLIAMS, HIS AFFILIATES AND/OR HIS ASSIGNEES/AGENTS BE LIABLE TO THE USER AND/OR ANY THIRD PARTY FOR ANY LOST PROFITS OR LOST OPPORTUNITY, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES WHATSOEVER, EVEN IF DAVID WILLIAMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some U.S. states and foreign countries provide rights in addition to those above, or do not allow excluding or limiting implied warranties, or liability for incidental or consequential damages. Therefore, the above limitations may not apply to you or there may be state provisions that supersede the above. Any clause declared invalid shall be deemed severable and not affect the validity or enforceability of the remainder. These terms are governed by the laws of the State of New York and may only be amended in a writing signed by David Williams.

Upon reading the terms and conditions, please complete the contract below and return by mail to:

David Williams
P.O. Box 25
75 Main Street.
Almond, NY 14804

Make all Payments, Checks, Money Orders Payable To: David Williams
Be Sure to Note Your Ad Period in the Memo Section.

This contract is controlled by the **Terms and Conditions for the David Williams Contract for Advertising**. Please read the Terms and Conditions above before completing this contract.

PARTIES:

The parties to this agreement are David Williams (and/or Assignee), publisher of AlfredNY.Biz, and _____ ("Advertiser/Agent") whose primary address is _____.

The Advertising Space shall be:

_____ 30 Word Text Ad _____ Full Banner _____ Half Banner _____ Vertical Banner
_____ Square Button _____ Skyscraper _____ Full Page

Using the rate card below to calculate amounts:

6 Months

Advertiser/Agent shall pay to David Williams a total of \$_____ for (number of insertions) _____ guaranteed insertions/impressions of Advertising Space for the 6 month period from _____ through _____.

Monthly

Advertiser/Agent shall pay to David Williams \$_____ each month for _____ (number of insertions) guaranteed insertions/impressions of Advertising Space per month.

Advertiser/Agent shall pay in full all payments due David Williams prior to first insertion/impression. Advertiser/Agent shall thenceforth pay in full each month upon receipt of invoice during the term of this contract.

David Williams shall reserve the above number of insertions/impressions/buttons on the AlfredNY.Biz Website

Company Name (dba): _____
Billing Address: _____
City, State: _____
Zip Code, Country: _____
Advertising Contact Phone Number: _____
Advertising Contact Email: _____

Name: _____
Home Address: _____
City, State: _____
Zip Code, Country: _____
Campaign Name: _____
Number of Insertions/impressions: _____
Start Date: _____
URL to Link to: _____
Special Instructions: _____

Authorized Advertiser Representative _____ (signature)
Authorized Advertiser Representative _____ (name -print)
Authorized Advertiser Representative _____ (title)
Date: _____

If you're targeting internet advertising to reach hundreds of consumers, travelers, alumni and/or students, then you've come to the right place! Now, based on the standard rate card below, your small business or organization can advertise economically on AlfredNY.Biz.

Current Advertising Rates Through December 31 st , 2006		
AlfredNY.Biz		
Text Ads	Monthly	6 Month
30 Words or Less w/Hyperlink	\$9.00 per insertion /per month	\$8.00 per insertion /per month
Banners and Buttons		
IAB Full Banner, 468x60	\$20.00 per insertion /per month	\$19.00 per insertion /per month
IAB Half Banner, 234x60	\$11.00 per insertion /per month	\$10.00 per insertion /per month
IAB Vertical Banner, 120x240	\$16.00 per insertion /per month	\$15.00 per insertion /per month
IAB Square Button, 120x120	\$9.00 per insertion /per month	\$8.00 per insertion /per month
IAB Skyscraper, 120x600	\$30.00 per insertion /per month	\$27.50 per insertion /per month
Full Page – includes 1 Edit per Month	\$50.00 per insertion /per month	\$45.00 per insertion /per month
Note		
Full Payment is required at time of insertion. Availability of some placements may be limited.		
AlfredNY.Biz Traffic Statistics – Since January 2003 Over 600,000 page views by Over 250,000 visitors		

We are committed to serving your advertising needs, and we look forward to hearing from you.