

Today's Date: 4/16/2008  
 Entry Date: 4/16/2008  
 Contract No.: 168387

Salesrep: Rhonda Haberkamp  
 Phone: (888) 332-7815  
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**WEDDINGPAGES, INC.**  
 A subsidiary of The Knot, Inc.  
 Status: **Confirmation**

20060920

Account Name: **Siberian Pictures** Account No. 43321

<u>Service Contact:</u>		<u>Billing Contact:</u>	
Contact Name:	John Wolfe	Contact Name:	JohnWolfe
Address:	12748 Del Rio Drive	Address:	12748 Del Rio Drive
	Jacksonville FL 32258		Jacksonville FL 32258
Phone:	(904) 226-8478	Phone:	(904) 226-8478
Fax:	(904) 374-1299	Fax:	(904) 374-1299
e-mail:	john@siberianpictures.com	e-mail:	john@siberianpictures.com
WebSite:	www.siberianpictures.com	WebSite:	

**Service Information:**

Market	Category	Service	Service Period	Rate	Net
Florida's First Coast / Panhand	Videography	Knot/WedChan/PS Profile	4/30/2008 Forward	\$100.00	\$100.00
Florida's First Coast / Panhand	Videography	Knot/WedChan/PS Add'l Photos 10	4/30/2008 Forward	\$50.00	\$0.00
<b>Subscription Internet Services - Total</b>				<b>\$150.00</b>	<b>\$100.00</b>

**Discounts & Adjustments:**

Service Description	Discount/Adjustment Description	Discount Am
<b>Subscription Services</b>		
Knot/WedChan/PS Add'l Photos 10	Override - Q2 Photo Promo	50.00
<b>Monthly Discounts &amp; Adjustments on Subscription Services</b>		<b>50.00</b>

<u>Terms:</u>	<u>Method of Payment</u>	<u>Due Date</u>	<u>Amount Due</u>
<u>Subscription Terms:</u>	Credit Card	4/20/2008	<b>\$100.00</b>
	Total Monthly Subscription Payments		<b>\$100.00</b>

Note: The payment due dates reflect when your first payment will be charged. Subsequent payments will be charged on the 20th of each succeeding month.

Please read this Advertising Services Form (this "Form") and Agreement on the last page carefully. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THE AGREEMENT OR IF THERE ARE ERRORS ON THIS FORM YOU MUST NOTIFY US WITHIN THREE (3) BUSINESS DAYS OF YOUR RECEIPT OF THIS FORM. Your submission of any advertising content or failure to provide us contrary notice within three (3) business days indicates that: (i) the information on this Form is accurate; (ii) you have read, understand and accept the terms of the Agreement; and (iii) you adopt this electronic facsimile process in lieu of signing this form.

Payments may be sent to: **WEDDINGPAGES, INC.**  
 Attn: Accounts Receivable Dept.  
 11106 Mockingbird Drive  
 Omaha, Nebraska 68137

Please reference the following in your remittance:  
 Account Number: **43321**  
 Contract Number: **168387**

## **IMPORTANT-READ CAREFULLY:**

These Terms and Conditions, together with the Advertising Services Form, (collectively, the "Agreement") is made between WEDDINGPAGES, INC., publishers of The Knot Weddings, (together with its Affiliates, hereinafter referred to as "WP"), and the customer whose name appears on the Advertising Services Form (hereinafter referred to as "Advertiser"), on the date indicated on the face of this Agreement. Please read this Agreement carefully. If Advertiser is not willing to be bound by the terms of this Agreement, Advertiser should notify WP in writing within three (3) business days of your receipt of this Agreement, and any monies previously paid will be refunded. Advertiser's submission of any advertising content or failure to provide WP contrary notice within three (3) business days indicates that: (i) the information on this Form is accurate; (ii) Advertiser has read, understands and accepts the terms of the Agreement; and (iii) Advertiser adopts this electronic facsimile process in lieu of signing this form. This Agreement represents the entire agreement between WP and Advertiser, and it supersedes any prior proposal, representation or understanding between the parties. This Agreement shall be non-assignable and non-cancelable upon acceptance by WP. Except as provided in the preceding sentence, it is a condition of this Agreement that the provisions printed or otherwise contained in any quotation, acknowledgment, purchase order, or other instrument provided by Advertiser which are inconsistent with or in addition to the terms and conditions of this Agreement shall be of no effect or force. The Agreement is as described above and contains the entire agreement between WP and Advertiser, which agreement shall not be modified orally or by failure of either party to enforce its rights hereunder and shall be modified only in writing.

1. **PAYMENT:** Advertiser agrees to pay WP the aggregate amount set forth on the Advertising Services Form. If funds are not available via electronic debit or credit card when due then WP may, at its option, continue to process payment until such funds are available. If any amounts owed to WP under this Agreement (including collection costs) are not paid when due: (A) Upon 30 days written notice, all payments may, at WP's option, be accelerated and become immediately due and owing to WP; (B) WP may, at its option, move Advertiser to a subscription or advertising plan with fewer publications or a shorter timeframe and credit any amounts paid by Advertiser to such new plan which may be at a higher cost; (C) Advertiser agrees to pay all costs incurred by WP in collecting the amounts due to WP, including reasonable attorney's fees expended in collecting sums due whether incurred before trial, during trial or in any appeal therefrom, as well as any other out-of-pocket expenses expended by WP in collecting such sums ("collection costs"); and (D) such amounts may at the option of WP, bear interest starting 30 days after the due date at the rate of 1½% per month or the highest rate allowed by applicable law, whichever is greater, until such amounts are paid in full. Deposits are non-refundable.

2. **INTERNET ADVERTISING:** Internet Profiles are purchased as a subscription or a 12-month fixed term as defined in the Advertising Services section of the agreement, on www.theknot.com. The minimum advertising commitment for this service is six months. Following the initial six month commitment, the subscription service will continue until the advertiser elects to terminate their subscription by notifying WP in writing at least thirty days in advance of the intended termination date. Prior to the one-year anniversary of the subscription, WP will notify advertisers of any rate adjustment that may affect their monthly fee. The minimum commitment for Featured Vendors and Local Category Badges is three months. The minimum commitment for Local Main Screen Badges is two months.

3. **PRINT SUBSCRIPTIONS:** The minimum commitment for a subscription print advertisement is two issues. Payment for subscription print advertisements must be made monthly and charged to the customers' credit card or through automatic withdrawal from a valid checking account. A subscription for a print advertisement will continue until the Advertiser provides WP at least 60 days advance written notice of termination of the print subscription. Advertiser will be responsible for payment at the prevailing rate card for all advertisements that have been published prior to the termination of the print subscription. Cancellation can only be made after the first 12 months and each successive 6-month period thereafter. Prior to the publication of each issue after the minimum two issues, WP will notify the Advertiser 90 days prior to publish date of any rate adjustment that may affect the per issue rate.

4. **ARTWORK:** Advertiser agrees that it will provide the necessary information to create an ad or camera-ready art to WP in accordance with the instructions of WP on or before the date(s) established by WP as the closing date for the publication in which the advertisement is to appear. In the event the advertiser fails to provide the necessary information to create an online ad, WP in its discretion, may create such ad. There shall be no reduction in the amount owed to WP under this Agreement in the event Advertiser fails to provide the necessary information to create an ad or camera-ready art before the deadline referred to above.

5. **AD PROOF:** WP will provide a maximum of three proofs for a print advertisement, which consists of the original submission of the ad plus two revisions. If WP provides a proof to the Advertiser or notifies the advertiser the ad has been published on the website and the Advertiser has not contacted WP within 2 days after receipt of the proof by the Advertiser, it is agreed by the Advertiser that the proof is in acceptable form and may be published without further revision by WP.

6. **LIABILITIES:** Advertiser shall, at its sole cost and expense, indemnify, hold harmless and defend WP, any other publishers, republishers, sellers and/or distributors of the advertisement provided by Advertiser from any and all liabilities, damages, costs, claims, and expenses, including but not limited to attorney's fees and litigation expenses, arising or alleged to have arisen, directly or indirectly, out of the advertisement published by WP and/or out of the publication of such advertisement and/or its content, regardless of whether such claim is based on an alleged copyright and/or trademark, service mark or trade name violation, trade label, false light, obscenity, misrepresentation, misappropriation, right of privacy, right of publicity, unfair competition, or any other violation of law.

7. **PUBLICATION DATE:** WP cannot guarantee to the Advertiser the specific date of publication.

8. **ADVERTISEMENT, SPACE & COPY:** Advertiser agrees that if for any reason its advertisement does not appear when requested, its sole remedy shall be to require WP, on a date to be selected by WP, to reschedule publication of the advertisement at no additional cost or expense to Advertiser. WP reserves the right to limit the amount of space afforded any one Advertiser or any category of the advertising (whether by product line or motif) appearing in any of its publications or on The Knot Website. WP reserves the right, in its sole discretion, to not accept or publish any advertisement provided by the Advertiser. If WP elects to not accept or publish any advertisement provided by Advertiser, WP shall refund any amounts previously received by WP for such advertisement.

9. **FORCE MAJEURE:** Neither WP nor any party involved in the printing, publication, distribution or sale of the publication(s) shall be responsible or liable for delays due to strikes, lock-

outs, embargoes, labor problems, fuel or power shortages, fire, floods, accidents, civil disturbances, war, acts of God, or other causes beyond its control.

10. **BREACH OF AGREEMENT:** At its sole option, WP may cancel any or all of the services it has agreed to provide under this Agreement at any time if (i) Advertiser breaches any term of this Agreement and such breach is not cured to the reasonable satisfaction of WP within thirty (30) days after notice thereof is given to Advertiser, or (ii) Advertiser fails to pay when due any amounts owed to WP under this Agreement within ten (10) days after the due date for such amounts. Advertiser agrees that it will be difficult to ascertain the amount of actual damages suffered by

WP as a result of any breach of this Agreement; therefore, Advertiser agrees to pay WP an amount equal to the unpaid balance owed to WP under this Agreement as liquidated damages if WP cancels all or any of its services under this Agreement due to Advertiser's breach of this Agreement.

11. **ADVERTISEMENT (REPRODUCTION):** WP, subject to all the limitations and exceptions set forth in this Agreement, represents and warrants to Advertiser that Advertiser's advertisements will be reproduced in accordance with industry standards. WP MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED AND WP SPECIFICALLY DISCLAIMS ANY IMPLIED OR STATUTORY WARRANTIES INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

12. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL WP BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OF PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DATA BUSINESS OR GOODWILL, EVEN IF WP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WP'S LIABILITY TO ADVERTISER FOR ANY AND ALL CLAIMS WHETHER IN AN ACTION IN CONTRACT OR IN TORT, CONNECTED WITH OF RESULTING FROM THIS AGREEMENT OR THE SERVICES, OR ANY PART THEREOF FURNISHED HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY ADVERTISER TO WP DURING THE PRECEDING THREE MONTHS. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to Advertiser.

13. **WAIVER:** A waiver by either party of any default or breach by the other party shall not be considered as a waiver of any subsequent default or breach by the other party of the same or any other provisions of this Agreement.

14. **LEAD LISTS:** Advertiser agrees that any Lead List purchased by Advertiser shall be used solely for marketing purposes of the Advertiser only and for no other purpose, entity or business without the prior written consent of WP. Advertiser further agrees that it will not solicit nor allow others to solicit any name on the Lead List with promotional material of businesses other than Advertiser. Advertiser acknowledges that names and dates on Lead Lists are the sole property of WP and Advertiser hereby agrees not to disclose, sell or make known the names and dates on any such Lead List. Advertiser further agrees not to use names on any Lead List for bridal shows or special events, in which non-advertisers participate, without the prior written consent of the regional publisher and WP. Advertiser will not subject any person named on any Lead List to any form of high-pressure sales tactics. Any breach of this provision shall be considered a breach of this Agreement and will entitle WP to cancel services it has agreed to provide under this Agreement and damages, as set forth in Paragraph 10 above.

15. **SEVERABILITY:** If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, the remainder of this Agreement shall remain enforceable.

16. **ELECTRONIC.** The parties desire to facilitate certain transactions pursuant to this Agreement by exchanging documents, records and signatures electronically or by utilizing electronic agents. The use of electronic facilities or agents shall be in accordance with procedures established by WP and governed by the applicable provisions of the Uniform Electronic Transactions Act as adopted in the State of Nebraska.

17. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without regard to its conflict of laws principles. Any action or proceeding brought to interpret or enforce the provisions of this Agreement shall be brought before the state or federal court situated in Douglas County, Nebraska, and each party hereto consents to jurisdiction and exclusive venue before such courts and hereby waives any defenses related thereto.

18. **MISCELLANEOUS.** Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. Should you have any questions concerning this Agreement, or if you desire to contact WP for any reason, please contact: Janet Rubin, 11106 Mockingbird Dr., Omaha, Nebraska 68137 email: [j Rubin@theknot.com](mailto:j Rubin@theknot.com).

