

BLOGGER AGREEMENT

This Blogger Agreement (the "*Agreement*") is made this 1st day of February, 2010 (the "*Effective Date*") by and between [REDACTED], a self-employed individual, with principal address at [REDACTED], Washington, DC 20036 ("*Blogger*") and AOL Inc., a Delaware corporation, with principal offices at 22000 AOL Way, Dulles, Virginia 20166 ("*Aol*") (each a "*Party*" and collectively the "*Parties*").

1. DEFINITIONS. The use of the singular also encompasses the use of the plural in the following definitions.

1.1 "AOL Programming Pages" means a page on AOL.com or any other property or portion of the AOL Network (e.g., Money & Finance, Moviefone, Black Voices, Weblogs, AIM, AOL Video, AOL News) which may include content on a particular topic (e.g., sports, entertainment, photography) and which hosts Blogs and other content.

1.2 "AOL Network" means any product, service or property owned, operated, distributed, or authorized to be distributed by or through AOL or any affiliate of AOL worldwide, regardless of means of transmission (e.g., cable, satellite, DSL, wireless, etc.) or type of device used (e.g., personal computer, PDA, mobile phone, etc.).

1.3 "AOL Responsible Blogging Program Policies" means, collectively, AOL's editorial guidelines and standard policies applicable to Blogs or content contained in Blogs on the AOL Network as posted and updated online or otherwise provided to Blogger by AOL from time to time in its sole discretion, including without limitation: (a) the AOL.com Terms of Use currently located at http://about.aol.com/aolnetwork/aolcom_terms; (b) AOL Photo Instruction and AOL Legal Instruction (as defined in Exhibit B) and any related materials; (c) the Responsible Blogging Program Guidelines provided to Blogger herewith (as may be updated from time to time by AOL and provided to Blogger); (d) any other policy, guidelines, terms of use, terms of service or code of conduct as may be provided to Blogger by AOL and/or posted from time to time by AOL on the applicable AOL.com Programming Pages; (d) AOL's kids and teens policies to the extent applicable; and (e) instruction, tutorials and materials that will supplement instruction on any of the above as provided to Blogger by AOL and/or posted from time to time by AOL online where noted above or as otherwise provided to Blogger.

1.4 "AOL Project Manager/Editor" means the AOL employee designated in each Schedule to act as a liaison between AOL and Blogger on engagement

and payment issues and may also act as content editor of Blog Entries.

1.5 "Blog" means all or any portion of a website or web page(s) containing an online issues presentation and/or discussion forum, where entries are written in chronological order and commonly displayed in reverse chronological order, and which provides commentary or news on one or more particular subjects and that includes any Blog Entry and/or Blogger Content (and which for purposes of this Agreement, includes, but is not limited to, AOL Photo Galleries, AOL Caption(s) and AOL Quiz(zes), as each such term is defined in Exhibit A).

1.6 "Blog Address" means the AOL designated web address for the Blog set forth on the applicable Schedule.

1.7 "Blog Entry" means any text (inclusive of any informational hyperlinks supporting, referenced by or included with the text) that Blogger provides directly or to AOL for posting to an AOL Programming Page.

1.8 "Blogger Content" means the following content (including but not limited to Multimedia Content as defined in Section 5.5) provided by Blogger for any Blog: (a) Blogger-owned photographs or other Blogger-owned multimedia files and (b) photographs or other multimedia files that Blogger has obtained from one or more third parties, that Blogger provides directly or to AOL for posting to an AOL Programming Page.

1.9 "Confidential Information" means all information or material relating to or disclosed in the course of performing under this Agreement which is or should be reasonably understood to be confidential or proprietary to AOL, its subsidiaries, and affiliated companies and/or their licensors, licensees, business partners, including but not limited to the material terms of this Agreement, information, knowledge, trade secrets, know-how, strategies, protocols, software programs, source codes, product designs, documents, licenses, relationships or materials owned, developed, licensed or possessed by AOL or its partners, business projects, AOL users or other customers (e.g., user names, e-mail

addresses, screennames) technical processes and formulas, and, whether in tangible or intangible form, and such Confidential Information shall include AOL instructional materials, editorial guidelines not generally made available on the web, AOL's relationships with photo or other content vendors and photo and other content online access procedures, login information to AOL tools and list serves, and other AOL policies not otherwise publicly disseminated on the web.

1.10 "*Intellectual Property Rights*" means any and all intellectual property rights, including but not limited to, patents, trademarks, design rights, copyrights, database rights, trade secrets, moral rights, and other proprietary rights and all rights of an equivalent nature anywhere in the world.-

1.11 "*Lead Blogger*" means an individual who acts in an editorial capacity for Blogs on behalf of AOL.

1.12 "*Release*" means the explicit approval or release of any model, property owner or other party granted by any such party with respect to content depicted within any Blogger Content (where Blogger is the creator) to license the image or likeness of such content to third parties.

1.13 "*Services*" means the provision of Blog Entries and Blogger Content by Blogger to AOL, and any other services set forth in an applicable Schedule (in Exhibit A), in accordance with the terms of this Agreement.

2. BLOG & SERVICES. During the term of this Agreement (including the Schedule Term of any applicable Schedule), and subject to the terms and conditions set forth in this Agreement (including but not limited to Exhibits A, B and C (and any other applicable Exhibit), attached hereto and the AOL Responsible Blogging Program Policies), Blogger shall provide AOL with the Blogs and the Services as more specifically described in the applicable Schedule (as set forth in Exhibit A).

3. BLOGGER'S RIGHTS REGARDING THE PROVISION OF BLOGS AND BLOGGER CONTENT.

3.1 Blogger has the right to: (a) control and direct the means, manner and method by which the Services are performed and shall assume responsibility for the quality, scope, and accuracy of the Blog Entries and Blogger Content provided by Blogger to AOL, and (b) perform the Services at any place or location and at such time as Blogger may reasonably determine, subject to AOL's direction.

3.2 Unless otherwise agreed to by the Parties in writing, Blogger shall furnish all equipment used to perform the Services, including but not limited to cameras, telephone lines, personal computers, and modems.

3.3. Blogger has the right to provide blogging services to others during the Term as long as: (a) such other engagement or performance does not interfere in any way with the timely and professional performance of the Services to AOL; (b) such other engagement or performance does not require the disclosure or use of AOL's Confidential Information; (c) Blogger does not post any Blog Entries or Blogger Content, or any portion thereof, that Blogger creates for and/or provides to AOL on Blogger's own website or provide any such content to any third party; provided, however, Blogger may provide a link from Blogger's own website to the Blog on the AOL Programming Page; and (d) any blogging on Blogger's own website or any services that Blogger provides to a third party shall not be identical or substantially similar to the Services provided to AOL whether or not AOL posts any Blog Entry and/or Blogger Content provided by Blogger to AOL hereunder; however, Blogger may use the same topic or general background information so long as Blogger provides a new approach to the topic.

4.0 AOL RIGHTS REGARDING THE PROVISION OF BLOG ENTRIES AND BLOGGER CONTENT.

4.1 AOL owns all Blog Entries and Blogger Content (as further set forth in Section 6) provided by Blogger to AOL hereunder and can use them in whole or in part, with or without any additional content, in any manner or medium, at any time, anywhere, for any purpose in AOL's sole discretion with no further compensation or notice to Blogger.

4.2 AOL may provide Blogger with topics on which to write Blog Entries, and it is mutually understood that the decision of which Blog Entries and Blogger Content to display or disseminate (and for how long) is solely in AOL's discretion.

4.3 Posting. AOL in its sole discretion may: (a) view and edit any Blog Entry or Blogger Content prior to posting; (b) itself post, or grant Blogger the right to post, the Blog Entry and Blogger Content to the AOL Programming Page or to another AOL site (and rights to post Blog Entries and/or Blogger Content may be revoked at any time for any reason without prior written notice to Blogger); (c) choose whether to post and determine the timing of posting Blog Entries and/or Blogger Content for any reason;

and (d) take down a Blog Entry or Blogger Content, or both or any portion thereof.

5. BLOGGER RESPONSIBILITIES.

5.1 AOL Responsible Blogging Program Policies. Blogger hereby agrees that the Blogger Entries and Blogger Content shall comply with all terms and conditions of this Agreement (including but not limited to Exhibits A, B and C (and any other applicable Exhibit) attached hereto and the AOL Responsible Blogging Program Policies), and shall be responsible for checking for updates to such AOL Responsible Blogging Programming Policies on a reasonable basis. Such AOL Responsible Blogging Program Policies and any future amendments thereto are hereby incorporated by reference in this Agreement. Blogger is responsible for knowing and acting in accordance with the AOL Responsible Blogging Program Policies including instructional materials as they are updated from time to time. *Blogger acknowledges that he/she has been provided an opportunity to review the AOL Responsible Blogging Program Policies and agrees to be bound by them.*

5.2 Blogger Representations and Warranties: Indemnity. Blogger represents and warrants that: (a) Blogger: (i) will personally perform the Services described in the Schedule, (ii) is over the age of 18, (iii) has or shall have the proper skill, training, and background so as to be able to perform in a competent and professional manner, and (iv) will ensure that all Services will be performed in accordance with applicable industry standards; (b) in no case will Blogger provide any type of content other than that defined or identified herein, (c) Blogger is the original author of the Blog Entries, and for any Blogger Content, Blogger is the photographer or creator or otherwise has obtained the photographs and/or multimedia files from sources in conformity with the AOL Responsible Blogging Program Policies and that for all Blogger Content, Blogger has obtained or will obtain any and all applicable Releases for each Blogger Content multimedia file provided to AOL hereunder, and will provide AOL with all such Releases upon AOL's request; (d) no Blog Entries or Blogger Content created or obtained by Blogger and delivered to AOL or posted by Blogger or AOL hereunder shall infringe on or violate: (i) any Intellectual Property Right, (ii) any other proprietary or other right of any third party, including but not limited to any third party rights to privacy or publicity, or any music performing or other music-related right, (iii) any state or federal securities laws, (iv) any state or federal investment advisor laws, (v) any rules and regulations promulgated by the Securities and Exchange

Commission, (vi), any state, federal, or local consumer protection or advertising laws, including, but not limited to, the Federal Trade Commission Act and all rules and regulations promulgated by the Federal Trade Commission; and (vii) any other applicable law or regulation; (e) no Blogger Entries and Blogger Content delivered or posted by Blogger hereunder shall contain any profanity, scandalous, libelous or unlawful matter or material; (f) Blogger will not, and will not allow others to, publish, broadcast, display or distribute in any media, any Blog Entry or Blogger Content, in part or as a whole, without the prior written consent of AOL; (g) Blogger is separately established and is self-employed offering services to the public and qualifies as an independent contractor under the Internal Revenue Code and its common law rules and is filing all required forms and making all necessary payments appropriate to Blogger's independent contractor tax status. Blogger shall not be deemed for any purpose to be an employee of AOL. Blogger has no right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, AOL; (h) Blogger has the full power and authority to enter into this Agreement, to grant the Intellectual Property Rights granted herein, and to fulfill Blogger's obligations hereunder; and (i) Blogger shall not ascertain, discover or use customer, user or reader information from AOL and/or use such information in order to send unsolicited, commercial e-mail or other online communication (e.g., "spam").

Blogger hereby releases AOL and its affiliates, and its and their officers, directors, employees, agents, successors and assigns (each, an "AOL Indemnitee"), and agrees to indemnify and hold harmless each such AOL Indemnitee, from and against (i) any and all third party claims, demands, liabilities, costs or expenses, including reasonable attorneys' fees resulting from Blogger's material breach or alleged breach of any obligation, representation or warranty of this Agreement, or in any way related to any Blogger Content or Blog Entry or AOL's use thereof in accordance with this Agreement, (ii) liability based on any personal property, residual, re-use or other payment by virtue of any use of Blogger's name, voice, likeness or biographical material, or as a result of the exhibition, telecast, distribution or other use of any Blog Entry, Blogger Content or Services, or any portion of any of the foregoing; (iii) any claim arising out of any acts or omissions of Blogger in connection with this Agreement, or of Blogger's acts, omissions or statements made in connection herewith (including but not limited to defamation, invasion of privacy, and the like); and (iv) any claim for further consideration or compensation for any or all of the

Services, including without limitation the rights granted hereunder.

5.3 Blogger Acknowledgements. Blogger acknowledges and agrees that: (a) the Blogs and (b) the AOL Network, the AOL "look and feel," any content (including event-related content) that appears on AOL's sites, the AOL Blog tool(s), AOL's or any of AOL's photography vendor's photographs or other media, and any other text, images, software, video, audio or other content of any kind provided by or on behalf of AOL, Intellectual Property Rights or property interest (collectively, the "AOL Proprietary Content"), shall at all times be owned by AOL or its licensors. Blogger has no ownership rights in any AOL Proprietary Content and Blogger shall have no right to use any AOL Proprietary Content on Blogger's own blog site or a third party website; and (b) AOL is not currently a signatory to any collective bargaining or other agreement that would require payments to AFTRA, SAG, or any other union or guild in connection with this Agreement, to the extent such payments might otherwise be required.

5.4 Duty to Inform. Blogger shall promptly inform AOL of any information related to Blogger's Blog Entries or Blogger Content which could reasonably lead to a claim, demand or liability of, or against AOL, or its affiliates by any third party.

5.5 As between AOL and Blogger, Blogger will be responsible for obtaining any and all necessary rights, licenses, permissions, consents and the like, including but not limited to releases for voices, images and appearances, with regard to all video, audio, photograph, graphics, illustration or other multimedia content (collectively, "Multimedia Content") provided by Blogger hereunder. In addition, Blogger shall be solely responsible for securing, administering and paying, at its sole expense, all third-party publishing, copyright, guild and other rights required for each party and both parties to use, reproduce and distribute Multimedia Content supplied by Blogger as provided in and contemplated by this Agreement, and Blogger will be responsible for paying fees or expenses, if any, resulting from rights claims from such third parties.

6. OWNERSHIP AND LICENSE.

6.1 Ownership. Blogger hereby acknowledges and agrees that Blog Entries and Blogger Content (where Blogger is the photographer or creator of the multimedia files) are the property of AOL and AOL has all rights under copyright law including Intellectual Property Rights. The rights being granted to AOL include the right to own and register all

copyrights in all such Blog Entries and Blogger Content. Blogger hereby irrevocably assigns all Intellectual Property Rights therein to AOL and agrees to execute such additional documents as may be requested by AOL to evidence AOL's ownership of the Intellectual Property Rights in the Blog Entries and Blogger Content. Blogger hereby waives any "moral rights" claims Blogger may have with respect to any Blog Entries and/or Blogger Content. In the event that any Blog Entry or Blogger Content is not copyrightable, Blogger hereby irrevocably assigns any and all ownership in the Intellectual Property Rights in such Blog Entry or Blogger Content to AOL.

7. DISCLAIMER. EXCEPT AS MAY OTHERWISE BE EXPRESSLY SET FORTH HEREIN, THE AOL MATERIALS AND ACCESS TO THE AOL NETWORK ARE PROVIDED "AS IS" AND AOL DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE AOL NETWORK AND AOL MATERIALS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, ORAL OR IN WRITING, ARISING UNDER ANY LAWS, INCLUDING WITH RESPECT TO VALIDITY, AVAILABILITY, ENFORCEABILITY, NON-INTERRUPTION, ERROR-FREE OPERATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY. EXCEPT IN CONNECTION WITH SECTION 5.5 OR THE INDEMNITY PROVISION HEREIN OR ANY BREACH OF ANY OF THE CONFIDENTIALITY OR INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS PROVISIONS HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM BREACH OF THE AGREEMENT, OR ARISING FROM ANY OTHER PROVISION OF THE AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.

9. SERVICE OUTAGE; SUSPENSION. At any time for reasons of safety, security, or any other reasons determined in AOL's sole discretion, AOL may suspend a Blog or require Blogger to suspend operations in the tool for creating and posting a Blog Entry or Blogger Content to a Blog, and Blogger shall comply with such requirement within twenty-four (24) hours of such notice. In the event that AOL requires such a suspension, AOL may at any time thereafter provide notice to Blogger to enable

Blogger to again access the AOL tool for creating and posting a Blog Entry or Blogger Content to a Blog, or terminate this Agreement. No additional compensation is due to Blogger for Blogger's failure to be able to post any Blog, or for lack of access to the Blog or AOL tool during any such outage.

10. FEES; PAYMENT; TAXES.

10.1 Fees. Blogger agrees that the compensation terms described in this section represent Blogger's entire compensation for all Services and that the Schedule shall set forth the fees due for such Services ("Fees").

10.2 No Benefits. Blogger agrees that Blogger is an independent contractor and therefore not eligible for, and shall not participate in, any of AOL's benefit plans or programs specific to AOL employees including, but not limited to, bonus, vacation, health, pension, incentive compensation or other employee programs or policies. If for any reason Blogger is deemed to be a statutory or common-law employee of AOL by any governmental agency, court, or other entity, Blogger hereby waives any right to, and agrees to neither seek nor accept any benefits under the AOL employee benefits plans or programs, even if by the terms thereof Blogger might be eligible for such benefits.

10.3 Expenses. Blogger shall not be entitled to reimbursement for any expenses, except as set forth on the Schedule, and if permitted, after receipt of Blogger's undisputed invoice. Any expenses submitted must be in conformity with AOL expense reimbursement policies.

10.4 Payment. AOL will pay all Fees in accordance with the applicable Schedule (which Fees may be increased without written amendment hereto in an amount up to ten percent (10%) of the then-current Fee on an annual basis in AOL's sole discretion), and except for any amounts disputed by AOL, such Fees shall be payable on the following timetable: (i) for Blog Entries and associated Blogger Content, within forty-five (45) days after the end of the month in which such Blog Entries and associated Blogger Content was posted (e.g. for Blog Entries submitted in the month of August, AOL will send payment to Blogger for those Blog Entries by October 15); and (ii) for pre-approved expenses, where permitted, within thirty (30) days from the receipt of Blogger's proper and undisputed invoice.

10.5 Taxes. Blogger shall be responsible for determining the applicability of any sales, use, excise, or similar transactional taxes that may be applicable to the performance of the Services, if any.

Blogger, and not AOL, shall be obligated to pay any applicable taxes for corresponding Services, including without limitation, any and all interest, penalties and attorneys' fees. AOL will not be responsible to Blogger or any governing body for any taxes relating to amounts that Blogger receives hereunder including but not limited to federal or state income tax, social security tax, or unemployment tax. Blogger shall bear any and all costs, and shall indemnify AOL against the same, including, without limitation, penalties, interest and attorneys' fees. AOL shall be entitled to contest, pursuant to applicable law and at its own expense, any taxes it is ultimately obligated to pay, and Blogger shall reasonably cooperate with any such contest.

11. TERM AND TERMINATION.

11.1 This Agreement shall commence on the Effective Date and shall continue unless and until the earlier of its termination or expiration of the last Schedule. Either Party may terminate this Agreement or any Schedule at any time in the event of a material breach by the other Party that remains uncured thirty (30) days after written notice thereof (or such shorter period as may be specified in this Agreement or in any applicable Schedule). Such notice may be provided in an email. Notwithstanding anything to the contrary herein or in any Schedule, AOL may terminate this Agreement or any Schedule hereunder for any reason by giving Blogger written notice of its election to terminate this Agreement or said Schedule. Upon AOL's exercise of this termination, Blogger shall: (a) receive payment from AOL for the pro-rata portion of blogging Services provided to AOL up to the date of termination equivalent to the lesser of (i) the number of Blog Entries multiplied by the per Blog Entry fee (if paid on a per Blog Entry basis as set forth in the Schedule) or (ii) the portion of the monthly fee (if paid on a monthly output basis as set forth in the Schedule) accrued as of the date of termination; and (b) receive reimbursement for any pre-approved expenses after submission of an undisputed invoice.

11.2 Upon expiration or termination of this Agreement, Blogger agrees to the following: (a) to the extent that Blogger was granted access to certain AOL account(s) (including but not limited to any service or tools, AOL photography vendors, and to AOL's Blogsmith tool or any other AOL Proprietary Content) for the purpose of providing services to AOL, that those accounts will also automatically terminate as of the date of termination or expiration; (b) Blogger will have no rights to use any photos that came from AOL supplied photography that were posted to Blogger's Blog Entry, and to the extent that Blogger had access to

any AOL-owned photography or other AOL Proprietary Content, Blogger will have no further rights to use any such photographs or AOL Proprietary Content that were supplied by AOL for any purpose or location outside of the Services that were provided to AOL; (c) AOL retains ownership of the Blog Entries and Blogger Content that Blogger provided to AOL (whether or not they appeared on the Blog or elsewhere) and Blogger has no rights to use such Blog Entries or Blogger Content in any manner now or in the future; (d) Blogger has a continuing obligation to keep confidential any Confidential Information disclosed to Blogger during the course of Blogger's services to AOL and such obligation survives the expiration or termination of this Agreement; and (e) return or destroy any copies of AOL Confidential Information Blogger has in Blogger's possession or control, including but not limited to the training materials and editorial guidelines and any AOL Proprietary Content.

12. AOL PROJECT MANAGER. AOL shall designate an AOL Project Manager, Editor, and/or Lead Blogger for each Schedule.

13. CONFIDENTIALITY. Blogger acknowledges that in the course of providing Services hereunder, Blogger may acquire certain Confidential Information. Blogger shall not: (a) disclose such Confidential Information to any third party without the prior written consent of AOL, (b) will notify AOL if Blogger becomes aware of any breach of confidentiality in any manner whether through (i) Blogger's negligence, acts or omissions, or (ii) computer virus, or theft of Blogger's computer or login information; or (c) use the Confidential Information for any purpose other than to carry out the Services contemplated hereunder. Blogger acknowledges that misuse or disclosure of any Confidential Information by Blogger will give rise to irreparable injury to AOL or the owner of such

information, which is inadequately compensable in damages. Accordingly, AOL or such other party may seek and obtain injunctive relief against the breach or threatened breach of these confidentiality obligations, in addition to any other available legal remedies. Blogger will keep confidential any usernames and passwords for access to AOL's Blog tools, photography vendor feed tools, the AOL Network or other tools and accounts or other AOL Proprietary Content for the purpose of providing Services hereunder. If the security of Blogger's usernames or passwords is compromised in any way, or Blogger suspects that it may be, Blogger shall immediately contact AOL. Upon termination of this Agreement, or any applicable Schedule, the tools and any associated usage rights, or similar rights, shall automatically terminate; AOL shall have no liability for loss of data or content related to such termination.

14. MISCELLANEOUS. Blogger shall not make, directly or indirectly, any public communication with respect to the terms of this Agreement without the prior written consent of AOL. This Agreement together with all of its Exhibits and Schedules sets forth the entire agreement between the Parties and supersedes any and all prior agreements with respect to the subject matter herein and may only be amended by a writing signed by both Parties. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the Commonwealth of Virginia, except for its conflicts of laws principles. The failure of either Party to enforce any term or condition of this Agreement shall not be deemed a waiver of any terms or conditions of this Agreement. Any notice will be given in writing. Terms of this Agreement that by their nature are meant to survive shall survive the expiration or termination of this Agreement or any Schedule.

The Parties have executed this Agreement as of the Effective Date

AOL Inc.

BLOGGER

By: _____

By: _____

Print Name:

Print Name: _____

Date: _____

Date: _____

EXHIBIT A
SCHEDULE NO. 1 EFFECTIVE AS OF February 1, 2010 ("Schedule Effective Date")
TO BLOGGER AGREEMENT BETWEEN
AOL Inc. ("AOL")
AND [REDACTED] ("Blogger")
DATED AS OF February 1, 2010 (the "Agreement")

1. Blogger Contact Information (name, address, phone, email, IM):

[REDACTED]

2. Blog Name, Web Address & Purpose:

AOL News and other blogs as necessary or requested by AOL

3. Attribution for the Blog Entries and Blogger Content (if feasible) will be to: (check one)

- ☐ Blogger's legal name and not a pseudonym
- ☐ Blogger's blogging alias _____ (with Blogger's blogging alias e-mail address of _____)

4. Photo of Blogger for Promotion of Blog?: (check one)

☐ **YES** – AOL will take (or if available and acceptable to AOL, Blogger will provide to AOL) photo of Blogger for promotional purposes

Blogger hereby grants to AOL a non-exclusive, irrevocable, perpetual, fully paid-up, worldwide, assignable, sublicensable license to use, reproduce, display, broadcast, and distribute Blogger's name (as agreed in item 3 above) and likeness solely in connection with AOL's use of the Blog Entries or Blogger Content and for the purpose of promoting the Blog in any medium.

☐ **NO** - no photo of Blogger to appear with Blog

5. Blogger Services and Fees (check all that apply): Blogger shall provide the following Services (for additional requirements, use additional space below or sheets as necessary) for the following Fees (**unless Blogger is being paid on a monthly basis, as indicated in Section 8 below**):

- (i) ☐ **Blog Entries. Maximum _____ Blog Entry** postings per month, for a Fee of \$_____ per **Blog Entry** posting in a Blog (for up to a maximum of 20% more Blog Entry postings per month set forth herein) and;
- (ii) ☒ Blogger is contracted to write posts, columns and/or features/galleries as assigned and approved by the program manager. The rate for these posts, columns and/or features/galleries is determined on a monthly basis by the program manager. This rate is based on content, length, and other factors determined by the program manager/producer on a case by case basis.
- (iii) ☐ **Blogger Content. Minimum _____ Blogger Content** postings per week; **Maximum _____ Blogger Content** postings per week, for a Fee of \$_____ per **Blogger Content** posting in a Blog (for up to a maximum of 20% more Blogger Content postings per week than set forth herein);

- (iv) ☐ **AOL Photo Gallery.** Upon AOL's request, Blogger shall create one (1) or more "AOL Photo Gallery(ies)" and write "AOL Caption(s)" for each such AOL Photo Gallery as part of the Services and Blogs hereunder. As used herein, the term "AOL Photo Gallery" is a presentation within a Blog of a series of AOL/AOL photography vendor photographs arranged by Blogger and provided by Blogger as part of a Blog Entry or Blogger Content (as applicable) and as part of the Services provided by Blogger to AOL hereunder. As used herein, the term "AOL Caption" shall mean an editorial commentary about each photo in an AOL Photo Gallery and any other appropriate content provided by Blogger in connection therewith. The AOL Photo Gallery subjects and amount of photos/slides will be agreed upon by AOL and Blogger and will consist of an AOL Caption for each slide. For all purposes under this Agreement, all Captions shall be deemed part of the definitions of Blog Entries or Blogger Content (as applicable) and Blogs, and all AOL Photo Galleries shall be deemed part of the definition of AOL Proprietary Content and Blogs.
- (v) ☐ **AOL Quiz.** Upon AOL's request, Blogger shall create one (1) or more "AOL Quiz(zes)" as part of the Services and Blogs hereunder. As used herein, the term "AOL Quizzes" is a presentation within a Blog of a series of questions prepared by Blogger and combined with appropriate content provided by Blogger as part of a Blog Entry or Blogger Content (as applicable) and Services provided by Blogger to AOL hereunder. The AOL Quiz subjects and amount/type of questions will be agreed upon by AOL and Blogger and will consist of other appropriate content to accompany such questions. For all purposes under this Agreement, all Quizzes shall be deemed part of the definitions of Blog Entries or Blogger Content (as applicable) and Blogs.

6. Is Blogger a Lead, Flat Fee or Editorial Blogger? (check one) ☐ **YES** (if yes, see paragraph 8) ☒ **NO**

Any changes in status will require the execution of a new Schedule A.

7. Schedule Term: The Schedule Term shall commence on the Schedule Effective Date and shall terminate twenty-four (24) months thereafter (which Schedule Term may be renewed by AOL upon written notice to Blogger, including via e-mail).

8. Monthly Fees; Payments:

(a) ☐ Blogger shall be paid \$_____ per **Month** fixed fee.

OR

☐ Blogger shall be paid \$_____ per **Month** as a **Lead Blogger** (if checked as a Lead Blogger in item 6 above).

(b) Payment Schedule: All fees and expenses due shall be calculated in arrears on a monthly basis unless otherwise indicated.

(c) No expenses shall be paid without the prior approval of AOL.

9. AOL Tools: Blogger may be given access to AOL's proprietary publishing or other tools and/or content (collectively, "AOL Publishing Tools") to use to perform the Services hereunder. Blogger will keep strictly confidential (and otherwise treat as AOL's Confidential Information under this Agreement) the AOL Publishing Tools and any usernames and passwords to access and use the AOL Publishing Tools, and shall not allow any other person to access or use the AOL Publishing Tools utilizing Blogger's username or password, and will access or use the AOL Publishing Tools solely for the purpose of Blogger's performing the Services. Blogger shall at all times be responsible for maintaining the confidentiality and security of such username or password, and shall be solely and exclusively liable for all action taken under, and all use or misuse of, such username and password. If the security of Blogger's username(s) or password(s) is compromised in any way, or if Blogger suspects that it may be, Blogger shall immediately contact AOL and, at AOL's request, will assist AOL to remedy any such security compromise. AOL shall have the right at any time and for any reason to suspend or terminate Blogger's access to the AOL Publishing Tools, and AOL shall have no liability for loss of data or content related to such action. At AOL's request, Blogger shall attend/complete initial or refresher instruction on AOL Publishing Tools access and/or

use, to the extent such instruction is made available by AOL. This Section 9 shall survive any termination or expiration of this Schedule.

10. AOL Contact Information: AOL Contract Manager:

Name: [REDACTED] [REDACTED]
[REDACTED]

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RESPONSIBLE BLOGGING PROGRAM GUIDELINES – AOL PROGRAMMING

The following guidelines ("*Responsible Blogging Program Guidelines*") apply to each blogger who has entered into a blogger agreement with AOL INC. (successor in interest to AOL LLC), or its subsidiaries (collectively "*AOL*"), for the purpose of posting Blog Entries and/or Blogger Content on any AOL Programming Pages ("*Agreement*"). AOL reserves the right to periodically update these Responsible Blogging Program Guidelines, and Blogger will be deemed to have agreed to any such updates if Blogger posts, or submits to AOL, pursuant to its Agreement, any Blog Entry or Blogger Content after the issuance of any such update.

I. GENERAL

1. Definitions. The following terms shall have the following meaning throughout this document:

1.1 "*AOL Network*" means any product, service or property owned, operated, distributed, or authorized to be distributed by or through AOL or any affiliate of AOL worldwide, regardless of means of transmission (e.g., cable, satellite, DSL, wireless, etc.) or type of device used (e.g., personal computer, PDA, mobile phone, etc.).

1.2 "*AOL Programming Pages*" means a page on AOL.com or any other property or portion of the AOL Network which may include content on a particular topic including, but not limited to sports, entertainment, or photography, and which hosts Blogs and other content.

1.3 "*Blog*" means an online issues presentation and discussion forum, where entries are written in chronological order and commonly displayed in reverse chronological order, and which provides commentary or news on one or more particular subjects and that includes any Blog Entry and/or Blogger Content, hosted on the AOL Programming Pages.

1.4 "*Blog Entry or Blog Entries*" means any text (inclusive of any informational hyperlinks supporting, referenced by or included with the text) that Blogger provides directly or to AOL for posting to an AOL Programming.

1.5 "*Blogger Affiliates*" means the immediate members of Blogger's family.

1.6 "*Blogger Content*" means the following content provided by Blogger for any Blog: (a) Blogger-owned photographs, film clips, thumb nail images and/or any other multimedia file that Blogger posts on any Blog or provides to AOL, and (b) photographs, film clips, thumb nail images and/or any other multimedia files that Blogger has obtained from one or more third parties, in either case, that Blogger provides directly or to AOL for posting to an AOL Programming Page.

1.7 "*Celebrity*" means any public figure in the news, entertainment, politics or sports, or generally anyone who can earn money for an endorsement deal for a product or service.

1.8 "*Intellectual Property Rights*" means any and all intellectual property rights, including but not limited to, patents, trademarks, design rights, copyrights, database rights, trade secrets, moral rights, and other proprietary rights and all rights of an equivalent nature anywhere in the world.

1.9 "*Malicious Code*" means viruses, timing devices, Trojan horses, back doors or other code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or permit unauthorized access to a computer or network.

1.10 "*Responsible Blogging Program Policies*" means collectively AOL's editorial guidelines and standard policies applicable to Blogs or content contained in Blogs on the AOL Network as posted and updated online or otherwise provided to Blogger by AOL from time to time in its sole discretion, including without limitation: (a) the AOL.com Terms of Use currently located at http://about.aol.com/aolnetwork/aolcom_terms; (b) AOL Photo Instruction and AOL Legal Instruction (as required by and defined in the applicable Blogger Agreement) and any related materials; (c) these Responsible Blogging Program Guidelines (as may be updated from time to time by AOL and provided to

Blogger); (d) any other policy, guidelines, terms of use, terms of service, or code of conduct as may be provided to Blogger by AOL and/or posted from time to time by AOL on the applicable AOL.com Programming Pages; (d) AOL's kids and teens policies to the extent applicable; and (e) instruction, tutorials and materials that will supplement instruction on any of the above as provided to Blogger by AOL and/or posted from time to time by AOL online where noted above or as otherwise provided to Blogger.

1.11 "Spam" means unsolicited bulk online communications.

2. Compliance with Responsible Blogging Program Policies. AOL and its subsidiaries expect the highest ethical standards from their Bloggers. All Blog Entries and Blogger Content shall comply with the terms of Blogger's applicable Agreement, applicable laws and regulations, and the Responsible Blogging Program Policies.

II. GUIDELINES FOR USE OF BLOGS

1. Originality of Blog Entries. All portions of a Blog Entry and/or Blogger Content should: (i) be the original creative work of the Blogger; or (ii) have permission from the author/owner to the Blogger to post.

2. Use of Quotes. Bloggers should adhere to the following steps if using quotes: (a) quotes should be short; (b) Bloggers should credit the source; (c) Bloggers should use the quote in the same context as when the quote was originally made. If a Blogger has a question about whether he/she can use a quote, Blogger can either: (i) ask for written permission to use the quote in an email and keep the email; or (ii) contact his/her Project Manager for guidance.

3. Linking. If a Blogger wants to reference a third party's site or content on that site, Blogger may embed a hyperlink in the Blog Entry that links to the home page of the third party, or that deep-links to the specific webpage where the third party content is located. Bloggers are also responsible for not linking to sites containing content that would not be permitted on the AOL Programming Pages.

4. Third Party Content. In order to avoid potential infringement of third party intellectual property rights, Bloggers should not endorse, copy, or adopt third party content.

5. Statements About Third Parties. Blog Entries shall not contain any defamatory, libelous, or slanderous material.

6. Making Claims. Blog Entries shall be true and accurate to the best of the Blogger's knowledge and shall not hold out opinion as fact. Blog Entries shall not be deceptive, untrue, or fraudulent. Bloggers are responsible for checking their facts before they make claims about third parties or products.

7. Third Party Rights. Blog Entries shall not violate any third party's rights of privacy, publicity, or Intellectual Property Rights.

8. Blog Entries on Securities and Investment Topics. In the event that any Blog Entries address the topics of securities and investments, then the Blog Entries: (i) shall not disclose or facilitate the disclosure of any material non-public information about a company's activities or violate any state or federal securities laws or any of the rules and regulations of the Securities and Exchange Commission governing the disclosure of "insider information," (ii) shall not provide any personally tailored advice to any user concerning the nature, potential, value or suitability of any particular security, portfolio of securities, transaction, investment strategy or other investment matter, and (iii) shall not constitute a recommendation to buy, sell or hold that or another security, or that any particular security, portfolio of securities, transaction, or investment strategy is suitable for any specific person. It is understood that from time to time, any or all of Bloggers and Bloggers Affiliates may hold positions in securities mentioned within the Blogger Entries and they may trade such positions for their own account. Appropriate disclosure must be made by Bloggers of any and all ownership, interest or position held with respect to public or regulated securities at the time of publication. Bloggers shall provide true and accurate information about any and all holdings in

public or regulated securities and instruments held by Blogger and/or any Blogger Affiliates.

9. No Advertising. Bloggers shall not advertise, market or otherwise promote any other product or service in which Blogger or any Blogger Affiliates have an ownership interest or other financial interest, directly or indirectly.

10. General. Blogger may only provide the types of Blogger Content authorized in the Agreement and such Blogger Content may only be used in the manner specified in the Agreement. Photo access and content use instruction supplements these Responsible Blogging Guidelines and the Agreement. Blogger may not use any music in any Blog post without (a) express permission from the copyright and/or other rights owner(s) for Blogger's specific intended use in each instance, and (b) without the consent of AOL in any instance. Blogger must obtain any required permissions or releases where necessary; for example, if Blogger photographs, interviews, or otherwise records another person for use in any Blog post, Blogger must obtain a release such as the sample release form in attached Exhibit A. If Blogger wishes to use content for which it does not have permission or a release, Blogger can direct questions to Debra Sanderson on AOL Legal's Rights & Clearances Team (Debra.Sanderson@corp.aol.com) for assistance in obtaining rights.

11. Embedded Video/Video Players. Blogger is permitted to embed video players from third party sites in Blogs only through publicly available APIs which do not prohibit use by commercial entities such as AOL. Blogger should not snag content and post it on AOL (i.e. any Blog) such that AOL hosts the content; instead, showing third party videos in video players using third party APIs ensures that the third party, and not AOL, is hosting that content such that if the third party site removes that content from its site at the request of a copyright owner, that content will automatically be removed from AOL pages as well, since the content is hosted on the third party's server, and not AOL's servers.

12. Use of Photographs / Other Media Where Blogger is the Photographer/Creator. A photograph or other multi-media element may involve layers of rights. The photographer/creator owns the copyrights in his/her photograph or other media (the artistic expression of his/her vision). A person depicted in the photograph, video or other applicable media owns the right to control the use of his/her image. If a trademark or a product in its trade dress (e.g. a Coke® can) appears, the owner of the trademark may have rights in how its product or trademark is depicted. The required content use instruction covers these topics in more detail. Bloggers should analyze each photograph or other media element to be sure that we have appropriate permission from all rights owners to use the photograph or other item and should check with a Photo Editor or AOL Legal if Blogger has any questions.

13. Use of Celebrity Images. Blogger Content that includes any Celebrity may only come from: (i) a properly-licensed photograph or other media from one of AOL's partners, or (ii) an official media publicity kit to promote: (i) a new entertainment or sports offering, or (ii) a political figure, or (iii) a sports celebrity as part of a team. Rules concerning use of sports celebrity images/media are quite complicated so Blogger should check with a Photo Editor or AOL Legal with questions remaining after Blogger has attended the required content use instruction.

14. No Modifications To Third Party Photographs or Other Media. Blogger should not modify any third party photographs or other media in any way that would change its nature or context and should consult a Photo Editor or AOL Legal with questions.

15. Credit and Attribution. Credit or attribution to the source of the image (e.g., Getty Images) is always necessary for a full size photograph. Credit should be used for thumbnail images where space allows. Similarly, attribution should be provided for other media according to its accompanying license terms.

IV. OTHER ISSUES RELATED TO BLOGGING SERVICES PROVIDED TO AOL

1. Provision of Biographical Information. Bloggers shall provide accurate biographical information about

themselves in a format required by AOL programming managers, and shall keep this information up to date. AOL may request that such biographical information include a recent image of Blogger.

2. No Impersonation. Bloggers may not impersonate third parties.
3. No Insertion of Malicious Code or Counters. Bloggers may not attach the following to their Blog Entries or Blogger Content: (i) Malicious Code, (ii) counters, or (iii) other types of code that automatically attach cookies or other devices that track and collect user's information.
4. No Harvesting Of User Information. Bloggers may not harvest information about users of the AOL Programming Pages (including readers and participants in public forums related to Blogs) for the purpose of sending, or to facilitate the sending, of Spam.
5. No Disclosure of Confidential Information or Trade Secrets. Bloggers may not knowingly publish anything that could be considered a trade secret, business confidential information, or information that would be covered under a non-disclosure agreement whether such confidential information belongs to AOL or a third party.
6. Instruction. All Bloggers will attend required instruction (including refresher instruction) on the timetable set by AOL for such instruction.
7. Tool Access. Blogger will keep confidential any usernames and passwords for access to AOL's Blog writing tools, photography vendor feed tools, the AOL Network or other tools and accounts for the purpose of providing services to AOL. If the security of Blogger's username and password is compromised in any way, then Blogger agrees to immediately notify AOL.
8. Compliance with Editorial Direction. Blogger will comply with the editorial guidelines and directions of, and honor all deadlines imposed by, AOL's editorial staff.
9. Bloggers are responsible for regularly reviewing this and other guidelines and policies applicable to providing Blogging services, as AOL may post online or otherwise provided to Bloggers from time to time.

Signature of Blogger

Printed name of Blogger