

SHARED USE AGREEMENT

This document shall set forth and constitute the agreement (this "Agreement") by and between Primary Wave Media, LLC, 42 Memorial Plaza, Pleasantville, New York 10570 ("Company") and _____ whose address is _____ ("Co-User"), dated as of February 2, 2005.

1. During the Term (as hereinafter defined) of this Agreement, Company grants the Co-User the right to share the use of the telephone number **1-866-639-4663** (the "Number"), in the Territory on an exclusive basis, (as hereinafter defined), subject to any and all rules, obligations and conditions under applicable tariffs (including, without limitation, tariffs in relation to the non-payment for service, abuse of service, fraud, and shortage of network facilities or components), statutory and common law and any other laws or regulations promulgated by agencies having jurisdiction over the subject matter. During the Term of this Agreement, (i) Co-User shall have the right to receive at the Location (as hereinafter defined) telephone calls dialed to the Number from within the Territory and (ii) Company shall use reasonable efforts to cause all telephone calls dialed to the Number from within the Territory, determined by operative area codes and local exchange codes ("NXX's") within the Territory, to be routed via available telecommunications facilities across the Local Phone Number, termination at the Location. As used herein, "Territory" shall mean the territory covered by **Area Codes** _____. As used herein, "Location" shall mean the place where Co-User has caused to be installed telephone equipment within the Territory, associated with the Local Telephone Number. As used herein, "Local Telephone Number" shall mean _____.

2. This Agreement shall be effective on the date of its execution and shall have a term of one (1) year commencing on the Activation Date (i.e. the date the Number is routed and becomes operative at the Location) unless terminated in accordance with Section 6 hereof. At the end of twelve (12) months, Co-User shall have the option to renew for one (1) or two (2) additional years by giving Company an irrevocable notice of such renewal at least ninety (90) days prior to the expiration hereof. If Co-User fails to provide Company with either a notice of renewal or a notice of cancellation, the term of this agreement shall be automatically extended on a month-to-month basis with all other terms set forth herein in full force and effect.

3. (a) Co-User shall pay the following: (i) a monthly fee of \$_____ the ("Monthly Fee") to Company, the first Monthly Fee shall be paid to Company simultaneously with the execution of this Agreement; and (ii) all telephone charges billed by any telecommunications carrier, together with all Federal, State, City and all other local taxes, surcharges and regulatory fees of any description billed by any such telecommunications carrier ("Billed Charges"), which are attributable to Co-User's use of the Number, which charge shall be \$.05 per minute with a minimum monthly charge of \$10. In addition to the foregoing, Co-User shall pay to Company, simultaneously with the execution of this Agreement a \$_____ set-up fee. Co-User warrants, represents, acknowledges and agrees that Co-User shall be solely responsible for and shall pay any and all call routing charges made after the Activation Date. During each year of the term hereof following the first year, Company shall have the right to increase the Monthly Fee at any time or times, provided that increases during any one (1) year period shall not exceed the greater of (i) five percent (5%) of the then current Monthly Fee or (ii) the increase from the date hereof of any index of consumer or wholesale prices reasonably selected by Company and published by an agency of the United States government purporting to be applicable to the United States as a whole or to otherwise encompass all or part of the Territory.

(b) Company will bill Co-User monthly, in advance, for the Monthly Fee. All Monthly Fees and phone bills shall be paid by credit card on which Co-User, or a principal of Co-User, is an authorized signatory. By the undersigned's signature below, the undersigned, on behalf of Co-User and the undersigned, hereby irrevocably authorizes and directs Company and the telecommunications carrier of its choice to charge said credit card on a monthly basis, with the charges then-currently due and payable to Company. A credit card authorization form ("Authorization Form") is attached hereto as Schedule 1 and incorporated herein by this reference and the undersigned, on behalf of Co-User and the undersigned, shall complete and execute the Authorization Form, simultaneously with the execution of this Agreement. Should Co-User fail to pay any such charges, the undersigned, on behalf of Co-User, hereby irrevocably authorizes and directs Company to charge any such charges directly to Co-User's credit card, including any late charges and a Forty dollars (\$40) service fee and remit the outstanding balance directly to the telecommunications carrier.

4. Co-User warrants, represents, acknowledges and agrees that Company makes no warranty or representation, express or implied, with respect to the quality or condition of the Number, Company's rights or

interests therein or Co-User's use thereof. Co-User warrants, represents, acknowledges and agrees that Co-User shall indemnify and hold Company harmless of and from any and all costs and expenses (including but not limited to reasonable attorneys' fees), loss, claim, liability or obligation arising out of Co-User's use of the Number. The Number is furnished "as is." **Company makes no representations or warranties of fitness for a particular purpose or merchantability, nor are any such warranties to be implied with respect to the number furnished. Company and its suppliers shall not be liable for incidental or consequential damages, even if advised of the possibility thereof. Nor shall Company or its suppliers be liable for exemplary damages or "lost profits" or "expenses." In no event shall Company or its suppliers' liability to Co-User, regardless of cause or form of action, exceed the value of the billing for one month preceding the incident giving rise to such damages.** Co-User agrees that Company shall not be responsible for any interruption of service caused by any reason whatsoever whether or not subject to the control of Company. **If a service problem occurs, Co-User agrees to notify Company immediately at 914-747-2562.**

5. This Agreement, together with the Standard Terms and Conditions, attached hereto and incorporated herein by this reference contains the entire agreement between Company and Co-User as to the subject matter hereof, and supersedes all previous agreements, warranties or representations, oral or written, which may have been made between Company and Co-User as to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ACCEPTED AND AGREED TO:

Primary Wave Media, LLC

ACCEPTED AND AGREED TO:

STANDARD TERMS AND CONDITIONS

1. Co-User warrants, represents, acknowledges and agrees as 5. The Agreement has been entered into in the State of New

follows: (a) Co-User has the full right and power to enter into and fully perform this Agreement and to make the representations, warranties and covenants contained herein, has entered into the Agreement freely and voluntarily, is empowered to execute the Agreement; (b) Company has not made any statement or representation to Co-User regarding any fact relied upon by Co-User in entering into this Agreement, and Co-User has not relied upon any statement, representation or promise made by Company in executing the Agreement, except as expressly stated in the Agreement; (c) Co-User shall be solely responsible for and shall pay any and all charges, fees and/or any other sums payable in connection with Co-User's use of the number, including, without limitation, all amounts payable pursuant to paragraph 3 of the Agreement; (d) There exists, at commencement of the Agreement and for all periods thereunder, no legal reason that Company should deny services to Co-User; that Co-User is of legal majority age (*i.e.*, 18 years of age or older in most jurisdictions); and that Co-User's use of the Number is not for any illegal or injurious purpose or purposes. Co-User represents and warrants that Co-User will not intercept or attempt to intercept the communications of others using the Number or interfere with others' use of the Number in any manner. Co-User will comply with all applicable laws, regulations, and legal requirements applicable to Co-User's use of the Number; (e) Co-User shall test the Number before marketing such Number or incurring other expenditures; and (f) Co-User is sharing the use of the Number and agrees that it has no ownership or leasehold interest in the Number.

2. In the event of Co-User's breach of any representation, warranty, covenant or agreement hereunder or other default hereunder, which said breach or default is not cured within fifteen (15) days of written notice by Company, this Agreement may be terminated immediately by Company, and such termination shall be effective from the date of issuance by Company to Co-User of notice of such termination. Telecommunications service and Co-User's right to use the Number may be terminated by Company at any time co-incident with or following the termination of this Agreement, or because of violation of, or conflict with, any governmental laws, rules or regulations, fraud, shortage of network facilities and components or any other ground under applicable tariffs. Upon the termination of this Agreement, Co-User shall no longer have the right to use the Number and Co-User warrants, represents, acknowledges and agrees that, upon the termination of this Agreement, Co-User shall immediately cease its use of the Number, and shall cease any marketing of the Number. Any and all payments owing to Company by Co-User shall then be immediately due and payable.

3. Co-User shall indemnify, save and hold harmless Company, its licensees, affiliates, officers, directors, employees, invitees, successors and assigns, etc. of and from any and all expense, loss, damage, liability and cost (including, without limitation, reasonable fees and disbursements of outside counsel incurred by Company) arising out of or connected with: (i) any claim by any party arising out of Co-User's use of the Number; and (ii) any claim which is inconsistent with any of the warranties, representations or agreements made by Co-User in the Agreement.

4. The Agreement contains the entire understanding of the parties hereto relating to the subject matter hereof and cannot be changed or terminated except by an instrument signed by the parties hereto. No waiver by any of the parties hereto of any provision of or any default under the Agreement shall constitute a waiver by the particular party of compliance thereafter with the same or any other provision or of such party's respective right to enforce the same or any other provision thereafter.

York, and the validity, interpretation and legal effect of the Agreement shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. All claims, disputes or disagreements which may arise out of the interpretation, performance or breach of the Agreement shall be submitted exclusively to the jurisdiction of the state courts of the State of New York, or the Federal District courts, located in New York County. Co-User hereby submits to the jurisdiction of the aforesaid courts and agrees that any process in any such action or proceeding may be served upon Co-User by delivery or mail in the same manner as notices pursuant to paragraph 7 below.

6. The Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors, permitted assigns and representatives. Company shall have the right to assign the Agreement. Co-User shall not have the right to assign, sublet or sublicense the Agreement or any of its rights or interests hereunder without Company's prior written consent. Any purported assignment by Co-User in violation of this paragraph shall be void ab initio.

7. All notices to Co-User shall be sent to Co-User at the addresses first mentioned herein. All notices to Company, and requests for Company's consent or approval, shall be sent to Company at the address first mentioned herein. Each party may hereafter designate any other address by notice in writing to the other party. All notices shall be in writing and shall be sent by registered or certified mail, return receipt requested. The date of any notice hereunder shall be deemed the date of the mailing thereof.

8. Nothing in the Agreement shall constitute a partnership, joint venture or other agency relationship between Co-User and Company. Co-User is performing all of its obligations hereunder as an independent contractor. Co-User does not have the right to execute any agreement or incur any obligation for which Company may be liable or otherwise bound; nor shall Company be liable for any representation, act or omission of Co-User that is contrary to the provisions hereof. The Agreement shall not be binding upon any party until signed by a duly authorized officer of such party, and countersigned by all other parties (or their duly authorized officers). The Agreement may be executed in counterparts, and may also be executed by means of faxed signature pages, though the parties will endeavor to replace any faxed signature pages with original signature pages at the parties' earliest convenience. Notwithstanding the foregoing, once the Agreement is fully executed by faxed signature pages, the Agreement shall be in full force and effect and shall be fully binding for all purposes (regardless of the delivery or non-delivery of original signature pages thereafter).

9. Each party hereto has participated equally in the preparation and negotiation of the Agreement and each party hereto hereby unconditionally and irrevocably waives to the fullest extent permitted by law any rule of interpretation or construction requiring that the Agreement be interpreted or construed against the drafting party. Each party hereto agrees to execute and deliver such additional documents and instruments, and to perform such additional acts as may be reasonably necessary or appropriate to effectuate the intent, purpose and provisions of the Agreement.

SCHEDULE 1
AUTOMATIC PAYMENT

Name of Cardholder

(Please Print)

Full Billing Address

(Required for Authorization Purposes)

Credit Card Type (circle one) VISA MASTERCARD AMERICAN EXPRESS

4 Digit Authorization Code _____

Account Number _____ Expiration Date ____/____

I hereby authorize Primary Wave Media (Or any Designee) to charge the above referenced credit card account automatically each month for all of the agreed upon charges set forth in the attached shared use agreement.

DATE _____

SIGNATURE _____