



## Partner and Oddcast's SitePal – Business Proposal

### SITEPAL HOSTING PARTNER PROGRAM

#### PARTNER AGREEMENT

**THIS PARTNER AGREEMENT** (“**Agreement**”) is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2007 (“**Effective Date**”), by and between ODDCAST Inc., a Delaware corporation, having its principal offices at 134 37<sup>th</sup> Street, 7th floor New York, NY 10018 (hereinafter “**ODDCAST**”), and \_\_\_\_\_, a \_\_\_\_\_ corporation, having its principal offices at \_\_\_\_\_ (hereinafter “**Partner**”).

#### Overview

ODDCAST will collaborate with PARTNER to enable PARTNER’s merchants (End Users) to integrate speaking avatars on their websites. ODDCAST and PARTNER will focus their partnership arrangement on directly integrating ODDCAST’s small business avatar platform, the SitePal Publishing Platform, into PARTNER’s online site building and ecommerce offerings for personal, small medium business and enterprise users. Through integration, the SitePal Publishing Platform will be accessed either through a banner, text link or landing page provided by ODDCAST.

#### SitePal Publishing Platform: Description

The SitePal Publishing Platform is a complete, turnkey, hosted solution enabling PARTNER to:

1. Offer End Users an integrated tool to create, edit, play and publish avatars
2. End Users may access APIs to control embedded published avatars in any of their webpages
3. PARTNERS receive regular usage reports

#### SitePal Deal Terms

1. PARTNER will receive 30% of the net revenues from the sale of SitePal Publishing Platform subscription packages, contingent on PARTNER generating a minimum of twenty (20) paid SitePal subscriptions per quarter. Payment shall be made to PARTNER within 45 days from the end of each quarter for PARTNER’s allocation of revenue collected during the previous quarter. All payments are net of any taxes, and each party shall be responsible for any applicable taxes arising out of this revenue distribution.
2. To receive payment, PARTNER must designate an accepted method of payment and provided Oddcast with a signed Tax ID form
3. After each quarter, ODDCAST will review PARTNER activity and if PARTNER fails to achieve the minimum commitment, ODDCAST may change the Deal Terms to reflect the PARTNER’s business volume at its sole discretion
4. Revenue share only applicable to members accessing the SitePal Publishing Platform through PARTNER website landing page, ODDCAST banner, ODDCAST text link, and within PARTNER’s website building and control panel.
5. SitePal offerings from 3<sup>rd</sup>-parties (ie, professional voice talent) not subject to a revenue share
6. Revenue share will continue throughout the term of this agreement.

#### SitePal & PARTNER Co-Marketing

1. PARTNER will incorporate ODDCAST collateral in both its online (website, banners, emails, other) and offline (print, radio, direct, other) marketing for the term of the agreement



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2. At launch and at least once per quarter, PARTNER will create a specialized marketing promotion tailored to the SitePal Publishing Platform that will reach all of PARTNER's current customers at time of promotion. This may take the form of a dedicated email blast to PARTNER customers.
3. Following the launch and for the term of the agreement, PARTNER will feature the SitePal Publishing Platform in premium placement on its home page and other relevant areas on its website, and within all relevant areas of its website building and control panel products
4. ODDCAST has the right to, and will make a reasonable effort to reference PARTNER relationship in the Partner or Customer section of its website properties, case studies, or campaigns.
5. ODDCAST and PARTNER will work together to assess opportunities for joint corporate press releases and case studies at launch and through the course of the agreement

### Agreement Term

This agreement shall commence upon the signature of the parties below and shall remain in effect for a period of 24 months from the date that the Integration Plan is completed and the Integrated Solution is available to PARTNER's End Users. ODDCAST and PARTNER will work in best effort to complete the required integration and activation by \_\_\_\_\_. ODDCAST may terminate this agreement with a 30 day prior written notice, or immediately, with written notice, if PARTNER generates no paid subscriptions in a 3 month period. In the event of termination, both parties agree to continue supporting existing users with the Integrated Solution. This agreement will automatically renew for an additional 24 months if no written notice of cancellation is made at least 30 days prior to the end of this agreement.

### Additional Terms & Conditions

Nothing contained herein shall be deemed or construed as creating a joint venture or partnership between PARTNER and ODDCAST. Neither PARTNER nor ODDCAST is by virtue of this agreement authorized as an agent or other representative of the other. By signing this agreement, Partner agrees to abide by the entire standard and Affiliate SitePal Terms & Conditions as found on <http://www.sitepal.com/affiliates>. ODDCAST reserves the right to send marketing and product communication related to the SitePal Publishing Platform to End Users and prospects who opt-in to receive such communication.

**IN WITNESS WHEREOF**, the Parties have caused this agreement to be executed by their duly authorized corporate officers or representatives as follows:

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**PARTNER**

**By:**  
**Title:**  
**Date:**

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**ODDCAST, INC.**

**By:**  
**Title:**  
**Date:**

(Please fax signed copy to: 212-375-6291 / email signed PDF to: [partners@oddcast.com](mailto:partners@oddcast.com))