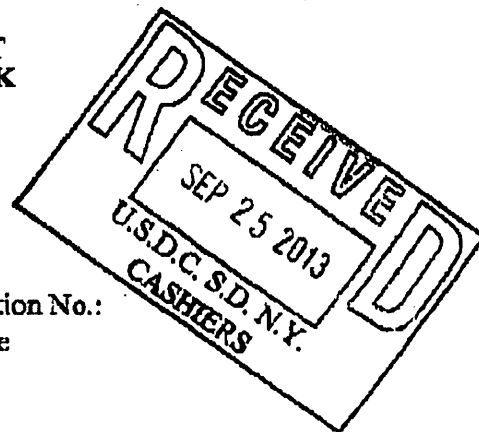


JUDGE TORRES

13 CIV 6770

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



-----X
ACTIVECAST MEDIA, a subsidiary of
WEB INTEGRATED NET SOLUTIONS,

Plaintiff,

v.

GOOGLE IRELAND LIMITED,

Defendant.
-----X

Civil Action No.:
ECF Case

COMPLAINT

JURY TRIAL DEMANDED

Plaintiff ActiveCast Media, a subsidiary of Web Integrated Net Solutions, ("ACTIVE" or "Plaintiff"), by and through its attorneys, Daniel Gershburg, Esq., P.C., as and for its Complaint against Defendant Google Ireland Limited ("GOOGLE"), allege as follows:

NATURE OF CASE

This complaint is based upon a knowing and intentional breach of contract between Plaintiff and Google, whereby Google unilaterally abrogated the parties' contract by failing to recompense for services Plaintiff rendered.

JURISDICTION AND VENUE

1. This Court has original jurisdiction over this Complaint, which arises under the laws of the State of New York, pursuant to diversity jurisdiction under 28 U.S.C. 1332(a)(1) in that the Plaintiff and Defendant are citizens of different states and the amount in controversy exceeds seventy-five thousand dollars (\$75,000); and (b) supplemental jurisdiction over such remaining claims, pursuant to 28 U.S.C. 1367(a), in that all claims within this Complaint are so related

that they comprise one case, and all claims arise from the same operative facts.

PARTIES

2. ACTIVE is a subsidiary of Web Integrated, an international company with its principal offices located in the British Virgin Islands at all times pertinent to this Complaint. ACTIVE was organized for commercial purposes, including:

To specialize in e-commerce and online advertising marketing activities on behalf of itself and its clients.

3. At all times pertinent to this Complaint, ACTIVE was a signatory to the Agreement.

4. Google is a corporation with its principal offices located in Ireland, and doing business in New York.

THE SERVICES AGREEMENT BETWEEN PLAINTIFF AND GOOGLE

5. In or about March 2013, in furtherance of business goals and purposes, ACTIVE entered into a Doubleclick Ad Exchange contract with Google whereby ACTIVE would provide online marketing to generate visitors to Google's advertisers. ACTIVE would receive a Revenue Share Percentage, to wit: General Pricing: 80%, Google-Managed: 90% and Preferred: 90%. Annexed hereto as Exhibit A is a copy of the Google Services Agreement a/k/a Google Doubleclick Ad Exchange (hereinafter the "Agreement").

BREACH OF CONTRACT

6. The Plaintiff repeats and realleges the allegations stated in all preceding paragraphs.

7. During the period of May 1, 2013 to May 31, 2013, ACTIVE's marketing efforts generated web traffic to Google's advertisers in excess of six million visits. Annexed hereto as Exhibit B is a screen shot entitled "grated – <http://www.grated.com>, All Web Site Data [Default], All Traffic, May 1, 2013-May 31, 2013", demonstrating said web traffic.
8. However, on or about June 11, 2013, a Google representative informed Plaintiff that Google would deduct revenue owed to ACTIVE because of allegedly invalid activities driven by ACTIVE's publisher clients. Annexed hereto as Exhibit C is a Google advertiser seller screenshot referencing the account hold, because of purported invalid activity, on payments to ACTIVE's parent company, Web Integrated Net Solutions, including "Unpaid finalized earnings prior to June 1, 2013."
9. Upon information and belief, Google has not credited the revenue to advertisers following this purported invalid activity.
10. At all times pertinent to this Complaint, ACTIVE's publisher clients participated in valid activities. Upon information and belief, publisher clients purchased web traffic from reputable companies such as CNN and FOX.
11. At all times pertinent to this Complaint, ACTIVE was unaware of any invalid activities by its publisher clients.
12. At all times pertinent to this Complaint, Plaintiff fully performed its obligations under the parties' Agreement.
13. Google has failed to proffer **any** evidence of the purported invalid traffic caused by ACTIVE's publisher clients.
14. Google has failed to proffer **any** evidence that it returned monies to its advertisers because of purportedly invalid traffic.

15. Google has failed to honor the Agreement to recompense Plaintiff for the services it rendered pursuant to Clause 5.4 of the parties' Agreement, to wit:

Subject to clause 5.2, Google will pay to Company by the last day of the calendar month following the calendar month in which the applicable Ad Sets were displayed, the Revenue Share Percentage, provided the amount owed to Company in a given month is above the minimum set forth in the AdX Guidelines.

See Exhibit A annexed hereto.

16. By Demand letter dated July 31, 2013, ACTIVE provided Google with notice of its breach in compliance with their Agreement. See Exhibit D, annexed hereto. On August 7, 2013, Google's counsel rejected ACTIVE's Demand Letter. See Exhibit E annexed hereto.

17. Each of these failures constitutes a breach of contract, including but not limited to, a breach of the implied covenant of good faith and fair dealing.

18. Additionally, as a result of its contractual breach, Google directly and proximately caused the loss of a substantial portion of the Revenue that Defendant was required to pay Plaintiff.

19. By reason of said breach, Defendant is liable to Plaintiff for an amount not less than \$1,352,813.73.

UNJUST ENRICHMENT

20. Plaintiff repeats and realleges the allegations stated in all preceding paragraphs.

21. Alternatively to the breach of contract claim alleged above, Plaintiff alleges a claim for unjust enrichment.

22. Plaintiff ACTIVE performed services for Defendant Google in good faith.

23. Defendant accepted the benefits of Plaintiff's services.

24. In exchange for its services, Plaintiff reasonably expected that Defendant would recompense it under the terms of the parties' Agreement.

25. The reasonable value of Plaintiff ACTIVE service to Defendant Google is not less than \$1,352,813.73.

26. Thus, Defendant Google was unjustly enriched in an amount not less than \$1,352,813.73.

PRAYER FOR RELIEF

27. WHEREFORE, Plaintiff prays for the following relief:
- (a) Judgment in Plaintiff ACTIVE's favor and against Defendant Google for breach of contract in an amount not less than \$1,352,813.73;
 - (b) Alternatively, judgment in Plaintiff ACTIVE's favor and against Defendant Google for unjust enrichment in an amount not less than \$1,352,813.73;
 - (c) Interest at the statutory rate of 9% per annum;
 - (d) Fees and costs, including attorneys' fees; and
 - (e) Such other and further relief as the Court deems just and proper.

Dated: New York, New York
September 5, 2013

Respectfully submitted,
DANIEL GERSHBURG, ESQ., P.C.



By: Joyce Campbell Priveterre
55 Broad Street, Suite 18B
New York, New York 10004
Tel: (212) 390-8866

EXHIBIT A

Background Information

AdX Standalone Agreement (for new publishers and AdX legacy) - Click-to-Accept

Effective Date

2013-01-03 06:41 PST-US/Pacific (YYYY-MM-DD hh:mm)

Agreement

GOOGLE DOUBLECLICK AD EXCHANGE ("AdX")

Sites:

"Site" as defined in Section 1.1 below

Revenue Share Percentage

General Pricing: 80%

Google-Managed: 90%

Preferred: 90%

Transaction Fee for Client-Managed Buyers

5% of Client-Managed Revenues (as defined below)

GOOGLE SERVICES AGREEMENT

This Google Services Agreement ("Agreement") is entered into by: (i) Google Ireland Limited, whose principal place of business is at Gordon House, Barrow Street, Dublin 4 Ireland ("Google") and (ii) the entity agreeing to the terms below ("Company") and is effective as of the date Company accepts this Agreement by clicking the "Accepted and Agreed" button below ("Effective Date").

AGREED TERMS

1. Definitions

1.1 In this Agreement:

"Ad" means an individual advertisement provided through the Services;

"Ad Revenues" means, for the Services, for any period during the Term, and for each transaction type, the sum of AdX Transaction Prices in that period. Ad Revenues do not include Client-Managed Revenues;

"Ad Set" means a set of one or more Ads;

"AdX" or "Services" means the Google DoubleClick AdX/Admeld services, including the services and

technologies made available to Company through the Admeld user interface (if any), or any successor service;

“AdX Guidelines” means the guidelines applicable to AdX as updated by Google from time to time and as located at the following URL https://www.google.com/adxseller/adx/static/en_US/guidelines.html (or a different URL Google may provide to Company from time to time);

“AdX Service Fees” means (i) the Transaction Fee for Client-Managed Buyers (as set out on the front page of this Agreement), and (ii) any fees for additional services agreed to by Company through the AdX user interface;

“AdX Transaction Price” means, in an AdX transaction, the final price for the provision of the Ad to the Site;

“Client” means Company.

“Client-Managed Accounts” means Company’s accounts with Client-Managed Buyers that are related to the Services;

“Client-Managed Buyer” means a purchaser of advertising inventory on the Sites from whom Company is responsible for collection of payment and with whom Company has a separate contractual relationship, as indicated by Company through the AdX user interface (including, if applicable, Google where it acts as purchaser, for example via an AdSense service);

“Client-Managed Revenues” means, for any period during the Term, the total amount payable to Company by Client-Managed Buyers for the sale of advertising inventory on the Sites, as calculated by Google from data retrieved from Client-Managed Accounts in that period;

“Company Content” means any content served to End Users that is not provided by Google;

“Company Partner” means, in respect of the Site(s): (i) the owner (if not Company) of those Sites (if Company is not the owner of the Site(s)); (ii) the third party with which Company is co-branding the Site(s); or (iii) the third party for which Company is providing the Site on a white label basis;

“Confidential Information” means information disclosed by (or on behalf of) one party to the other party under this Agreement that is marked as confidential or, from its nature, content or the circumstances in which it is disclosed, might reasonably be supposed to be confidential. It does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient or that was lawfully given to the recipient by a third party;

“End Users” means individual human end users of a Site;

“Group Company” means in relation to each of the parties, any corporate body that (directly or indirectly) controls, is controlled by or is under common control with that party;

“Initial Term” means the period commencing on the Effective Date and ending on the first anniversary of the Effective Date of this Agreement;

“Intellectual Property Rights” means all copyright, moral rights, patent rights, trade marks, rights in or relating to databases, rights in or relating to confidential information and any other intellectual property rights (registered or unregistered) throughout the world;

“Renewal Term” has the meaning set out in clause 10.1;

“Request” means a request from Company or an End User to Google for an Ad Set;

“Revenue Share Percentage” means the percentage of Ad Revenues payable to Company as set out on the front page of this Agreement;

“Site” means the Web site(s) or other property(ies) registered with Google in writing or through the AdX user interface, together with the additional property(ies) registered with Google from time to time under subsection 3.4 of the Agreement.

“Technical Protocols” means the technical protocols and other technical requirements and specifications applicable to the Services as notified to Company by Google from time to time;

“Term” means the Initial Term together with any Renewal Term; and

“Year” means, during the Term, (a) the period of 12 calendar months commencing on the Effective Date; and (b) any subsequent 12 calendar month period thereafter, each commencing on the anniversary of the Effective Date.

1.2 The words "include" and "including" will not limit the generality of any words preceding them.

2. Implementation and Policy Obligations

2.1 During the Term, Google will make available and Company may implement and maintain the Services on each of the Sites. Any services and technologies made available to Company through the Admeld user interface are provided at Google’s sole discretion and are subject to cancellation with notice. For the purpose of clarity, Company may not implement the Services on any website that is not a Site.

2.2 Access to and use of the Services is conditional on Company or Company Partner:

(a) being the technical and editorial decision maker in relation to each page on which the Services are implemented; and

(b) having control over the way in which the Services are implemented on each of those pages.

2.3 Company will ensure that the Services are implemented in accordance with the Technical Protocols and the AdX Guidelines by Company and all Company Partners.

2.4 Company will not, and will not knowingly or negligently allow any third party to:

(a) modify, obscure or prevent the display of all, or any part of, any Ads;

(b) implement any click tracking or other monitoring of Ads;

(c) display any Ads in pop-ups, pop-unders, or other similar methods;

(d) interfere with the display of or frame any Ads or any page accessed by clicking on any Ads;

(e) directly or indirectly, either offer incentives to End Users to generate impressions, Requests or clicks on Ads, or fraudulently generate or modify impressions, Requests or clicks;

(f) “crawl”, “spider”, index or in any non-transitory manner store or cache information obtained from the Services (including any Ads);

(g) display on any websites on which Ads are displayed pursuant to this Agreement any pornographic, hate-related or violent content or any other material, products or services that violate or encourage conduct that would violate any applicable laws, or any third party rights or any of Google's policies applicable to the Services, as notified to Company by Google from time to time.

2.5 Google may migrate data derived from Company's use of a legacy version of the Services to the current version of the Services. Any data migrated to the current version of the Services will be subject solely to the terms of this Agreement.

2.6 In each case solely for the purpose of providing AdX, Company authorises Google to access, manage, retrieve data from, and analyse data from:

(a) Client-Managed Accounts (including by automated means); and

(b) Company's AdX account.

2.7 Company represents and warrants that it has all necessary rights and consents to authorise Google's access as envisaged by clause 2.6 (a).

3. Compliance

3.1 Company will not knowingly allow any use of or access to the Services that is not in compliance with the terms of this Agreement or not otherwise approved by Google. Company will use its reasonable endeavours to monitor for any such access or use and will, if any such access or use is detected, take all reasonable steps requested by Google to disable this access or use. If Company is not in compliance with this Agreement at any time, Google may, with notice to Company, suspend provision of all (or any part of) the AdX Service until Company implements adequate corrective modifications as reasonably required and determined by Google and payments owed by Google to Company may be delayed as a result of such suspension.

3.2 Company will procure that Company Partner uses, or accesses the Services in accordance with this Agreement, as if Company's obligations in this Agreement were obligations on Company Partner.

Company will not provide Company Partner with access to the AdX user interface. Company accepts full liability for the actions and/or inactions of the Company Partner as if such actions and/or inactions were Company's own.

3.3 Company shall read and comply with (and shall procure that all Company Partners read and comply with) the AdX Guidelines.

3.4 Company may notify Google from time to time that it wishes to add or remove property(ies) to or from those comprising the Site(s) by either sending notice in writing (including by email) to Google or adding or removing the property(ies) through the AdX user interface. If there is any change in control of any Site (such that the conditions set out in clause 2.2(a) or 2.2(b) are not met):

- (i) Company will notify Google at least thirty (30) days in advance of the change; and
- (ii) unless the entire applicable Agreement is assigned to a third party in accordance with clause 11.3, from the date of such change that Site will be treated as removed from this Agreement and Company will ensure that from that date the Services is no longer implemented on that Site.

4. Intellectual Property Rights

Except to the extent expressly stated otherwise in this Agreement, neither party will acquire any right, title, or interest in any Intellectual Property Rights belonging to the other party, or the other party's licensors.

5. Payment

5.1 Subject to clause 5.2, Company will pay Google the AdX Service Fees in accordance with this clause 5.

5.2 Google may offset the AdX Service Fees payable by Company against any payments due to Company from Google under this Agreement.

5.3 Google will invoice (or send a statement of financial activity to) Company for the applicable AdX Service Fees in the month after the AdX Service Fees are incurred. Company will pay the amount due under the invoice, if any, to Google within 30 days of the date of invoice.

5.4 Subject to clause 5.2, Google will pay to Company by the last day of the calendar month following the calendar month in which the applicable Ad Sets were displayed, the Revenue Share Percentage, provided the amount owed to Company in a given month is above the minimum set forth in the AdX

Guidelines.

5.5 If, at any point during the Term, any taxes (other than taxes based on Google's net income) are, or become, payable in relation to the provision of the Services by Google to Company, Company will be responsible for paying such taxes. All payments to Company from Google in relation to the Services will be treated as exclusive of tax (if applicable) . If Google is obliged to withhold any taxes from such payments to Company, Google will notify Company of this and will make such payments net of the withheld amounts. Google will provide Company with original or certified copies of tax payments (or other sufficient evidence of tax payments) if any of these payments are made by Google.

5.6 All payments to Company will be in the form of payment and currency selected by Company from the options provided by Google. Company will be responsible for any bank charges assessed by Company's bank.

5.7 Google's payments for the Services will be based on Google's accounting figures, which may be filtered to exclude: (i) invalid queries, impressions, conversions or clicks, and (ii) any amounts refunded to advertisers in connection with Company's failure to comply with this Agreement, as reasonably determined by Google.

6. Warranties

6.1 Each party warrants to the other that it will use reasonable care and skill in complying with its obligations under this Agreement.

6.2 No conditions, warranties or other terms apply to the Services or to any other goods or services supplied by Google under this Agreement unless expressly set out in this Agreement. Subject to clause 8.1(b), no implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).

7. Indemnities

7.1 If either:

(a) Company receives a claim from a third party that either Google's or any Google Group Company's technology used to provide the Services infringes any Intellectual Property Rights of that third party; or

(b) Google receives a claim: (i) from a third party that the Company Content, Sites or Company Brand Features infringe the Intellectual Property Rights of that third party; (ii) from a third party relating to any use of, or access to, the Services by any Company Partner; or (iii) brought by any Company Partner against Google relating to the implementation or display of Ads on Company Partner's Site,

(in each case, a "Claim") then the party which received such Claim ("Recipient") will:

- (i) promptly notify the other party;
- (ii) provide the other party with reasonable information, assistance and cooperation in responding to and, where applicable, defending such Claim; and
- (iii) give the other party full control and sole authority over the defence and settlement of such Claim.

The Recipient may appoint its own supervising counsel of its choice at its own expense.

7.2 Provided the Recipient complies with clause 7.1(i) to (iii) and subject (if applicable) to clause 7.3, the party notified in accordance with clause 7.1(i) ("Indemnifying Party") will accept full control and sole authority over the defence and settlement of such Claim and will indemnify the Recipient against all damages and costs awarded for such Claim, settlement costs approved in writing by the Indemnifying Party in relation to such Claim, reasonable legal fees necessarily incurred by the Recipient in relation to such Claim and reasonable costs necessarily incurred by the Recipient in complying with clause 7.1(i) to (iii).

7.3 Google will not have any obligations or liability under this clause 7 in relation to any Claim arising from any:

- (a) use of the Services in a modified form or in combination with materials not furnished by Google;
- (b) content, information or data provided to Google by Company, Company Partners, End Users or any other third parties;
- (c) Ads or any third party websites or content to which such Ads may link;
- (d) acts or omissions by Company Partner.

7.4 Google may (at its sole discretion) suspend Company's use of the Services which are alleged, or believed by Google, to infringe any third party's Intellectual Property Rights, or to modify the Services to make it non-infringing. If any suspension of the Services under this clause continues for more than sixty (60) days, Company may, at any time until use of the Services is reinstated, terminate this Agreement immediately upon written notice.

7.5 This clause 7 states the parties' entire liability and exclusive remedy with respect to infringement of a third party's Intellectual Property Rights.

8. Limitation of Liability

8.1 Nothing in this Agreement will exclude or limit either party's liability for:

- (a) death or personal injury resulting from the negligence of either party or their servants, agents or employees;
- (b) fraud or fraudulent misrepresentation; and/or
- (c) misuse of Confidential Information.

8.2 Save to the extent that this Agreement expressly states otherwise, nothing in this Agreement will exclude or limit either party's liability under clause 7 (Indemnities).

8.3 Subject to clauses 8.1 and 8.2, neither party will be liable under this Agreement (whether in contract, tort or otherwise) for any special, indirect or consequential losses (whether or not such losses were within the contemplation of the parties at the date of this Agreement) suffered or incurred by the other party.

8.4 Subject to clauses 8.1, 8.2 and 8.3, each party's liability under this Agreement (whether in contract, tort or otherwise) arising from any given event or series of connected events arising in any Year is limited to a sum equivalent to 125% of C, where $C = A + B$ and:

- (a) in the case of Google,:

A = the total amount of Ad Revenues accrued under this Agreement during the immediately preceding Year minus the Revenue Share Percentage paid or payable by Google to Company during the immediately preceding Year; and

B = the total amount of Transaction Fees for Client Managed Buyers paid or payable by Company to Google during the immediately preceding Year.

(b) in the case of Company,

A = the total amount paid or payable by Google to Company under this Agreement during the immediately preceding Year; and

B = the total amount of Client-Managed Revenues paid or payable by Client Managed Buyers to Company during the immediately preceding Year minus the Transaction Fees for Client Managed Buyers paid or payable by Company to Google during the immediately preceding Year.

If the amounts referred to above in (a) and (b) cannot be calculated accurately at the time the relevant liability is to be assessed (the "Applicable Time"), they shall be calculated on a pro-rata basis, as 125% of $X/Y \times Z$. Where:

(i) In the case of clause 8.4(a), X = the total amount of Ad Revenues accrued under this Agreement minus the Revenue Share Percentage paid and payable by Google to Company prior to the Applicable Time;

(ii) In the case of clause 8.4(b), X = the total amount paid and payable by Google to Company under this Agreement prior to the Applicable Time;

Y = the number of days elapsed in the year in which the liability arose prior to the Applicable Time; and

Z = 365.

9. Confidentiality

9.1 The recipient of any Confidential Information will not disclose that Confidential Information, except to Group Companies, employees and/or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities: a) use such Confidential Information only to exercise rights and fulfil obligations under this Agreement, and b) keep such Confidential Information confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, such notice to be sufficient to give the discloser the opportunity to seek confidential treatment, a protective order or similar remedies or relief prior to disclosure.

9.2 Notwithstanding clause 9.1 above, and except as specified by Company's anonymity preferences selected in the AdX user interface, Google may: (i) share Site-specific statistics, the Site URL(s), and related information collected by Google through its provision of the Services to Company with advertisers or potential advertisers; (ii) share know how gained by Google through its provision of the Services to Company (including sharing information illustrating this know how presented in an anonymised or aggregated form) with third parties. In either case, this sharing of information will not include any sharing of personally identifying information.

9.3 Notwithstanding clause 9.2 above, Company may disclose to Company Partner, or to any other third party, the AdX reports provided by Google to Company. Company shall not disclose to any Company Partners, or any other third party, the Revenue Share Percentage payable to Company, or any information that could allow such Company Partners or third party to calculate the Revenue Share Percentage payable to Company.

9.4 Company will ensure that at all times during the applicable Term, each of Company and Company

Partner(s):

(a) has a clearly labelled and easily accessible privacy policy in place relating to the Site(s); and

(b) provides End Users with clear and comprehensive information about cookies and other information stored or accessed on an End User's device where such activity occurs in connection with the Services, including information about End Users' options for cookie management;

9.5 Company will take reasonable steps to ensure that an End User gives consent to the storing and accessing of cookies and other information on the End User's device where obtaining such consent is required by law.

9.6 Neither party will issue any press release regarding this Agreement without the other's prior written approval.

10. Term and Termination

10.1 This Agreement will commence on the Effective Date and, unless earlier terminated in accordance with its terms, shall continue for the Term as stated on the front page of this Agreement ("Initial Term") and shall automatically renew at the end of the Initial Term for successive terms of one (1) year (each a "Renewal Term") unless one party provides written notice to the other party of its intention not to renew that Order Form at least thirty (30) days prior to the end of the Initial Term or the then current Renewal Term.

10.2 Without prejudice to the termination rights in this clause 10, either party may terminate this Agreement for any or no reason subject to thirty (30) days prior written notice to the other party. Either party may suspend performance and/or terminate this Agreement with immediate effect upon written notice, if the other party:

(a) is in material breach of this Agreement where the breach is incapable of remedy;

(b) is in material breach of this Agreement where the breach is capable of remedy and fails to remedy that breach within thirty (30) days after receiving written notice of such breach; or

(c) is in material breach of this Agreement more than twice even if the previous breaches were remedied.

10.3 Either party may suspend performance and/or terminate this Agreement with immediate effect upon written notice, if:

(a) the other party enters into an arrangement or composition with or for the benefit of its creditors, goes into administration, receivership or administrative receivership, is declared bankrupt or insolvent or is dissolved or otherwise ceases to carry on business; or

(b) any analogous event happens to the other party in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets.

10.4 Either party may terminate this Agreement immediately upon written notice if there is a Change of Control of the other party, other than to a Group Company in the context of an internal restructuring or reorganisation of its Group Companies. In this clause the term "Control" will mean the possession by any

person(s) directly or indirectly of the power to direct or cause the direction of another person and "Change of Control" is to be construed accordingly. The party experiencing such Change of Control will notify the other party in writing of this as soon as reasonably possible (and if possible before such Change of Control takes effect) but in any event within thirty (30) days after the date on which the Change of Control takes effect. If the terminating party has not exercised its right of termination under this clause within thirty (30) days after the date on which such Change of Control takes effect, that right of termination will expire.

10.5 Google may terminate this Agreement with immediate effect upon written notice if any pornographic or other material that is illegal under English, US or any other applicable law is displayed on any Site.

10.6 Upon the expiration or termination of this Agreement for any reason:

- (a) all rights and licences granted by each party will cease immediately; and
- (b) if requested, each party will use its reasonable endeavours to promptly return to the other party, or destroy and certify the destruction of, all Confidential Information disclosed to it by the other party.

11. General

11.1 All notices of termination or breach must be in English, in writing, addressed to the other party's Legal Department and sent to Company's postal address, fax number or email address identified for legal notices or to legal-notices@google.com (as applicable) or such other address as either party has notified the other in accordance with this clause. All notices will be deemed to have been given on receipt as verified by written or automated receipt or electronic log (as applicable).

11.2 All other notices must be in English, in writing (which for these purposes may include an email), addressed to the other party's primary contact and sent to their then current postal address or email address.

11.3 Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other, except for an assignment to any Group Company where the assignee has agreed in writing to be bound by the terms of this Agreement and the assignor has notified the other party of such assignment.

11.4 Subject to clause 9.1, either party may sub-contract its obligations under this Agreement, in whole or in part, without the prior written consent of the other, provided that the sub-contracting party remains fully liable for all such sub-contracted obligations and accepts full liability as between the parties for the actions and/or inactions of its sub-contractors as if such actions and/or inactions were its own.

11.5 Except as expressly stated otherwise, nothing in this Agreement will create or confer any rights or other benefits in favour of any person other than the parties to this Agreement.

11.6 Except as expressly stated otherwise, nothing in this Agreement will create an agency, partnership or joint venture of any kind between the parties.

11.7 Neither party will be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control.

11.8 Google may (at its sole discretion) suspend the provision of the Services or modify the Services at any time to comply with any applicable law. If any suspension under this clause continues for more than sixty (60) days, Company may, at any time until provision of the applicable Services is reinstated, terminate this Agreement immediately upon written notice.

11.9 Failure or delay in exercising any right or remedy under this Agreement will not constitute a waiver of such (or any other) right or remedy.

11.10 The invalidity, illegality or unenforceability of any term (or part of a term) of this Agreement will not affect the continuation in force of the remainder of the term (if any).

11.11 Subject to clause 8.1(b), this Agreement sets out all terms agreed between the parties in relation to its subject matter and supersedes all previous agreements between the parties relating to the same. Any such agreements are immediately terminated without the need for any further action by either party. In entering into this Agreement, neither party has relied on any statement, representation or warranty not expressly set out in this Agreement.

11.12 Any amendments or modifications to this Agreement may only be effected by written agreement signed by both parties and expressly stating that it is amending this Agreement.

11.13 This Agreement is governed by English law and the parties submit to the exclusive jurisdiction of the English courts in relation to any dispute (contractual or non-contractual) concerning this Agreement save that either party may apply to any court for an injunction or other relief to protect its Intellectual Property Rights.

11.14 If this Agreement is translated into any other language, if there is conflict the English text will take precedence.

Signatory Information

Contracting Entity: ActiveCastMedia

Url:

Name: Brad Jacobs

Title: Head of Biz Dev.

Email: bradjacobs@activecastmedia.com

Address: Government Avenue Road # 601 Suite#12, Building#60, Manama, Manama

Country: Bahrain

Phone: +19413061115

Fax:

Accept Agreement

Note: If you are accepting on behalf of your employer or another entity, you represent and warrant that you have full legal authority to bind your employer or such entity to these terms and conditions. If you don't have the legal authority to bind, please do not click the "Accepted and Agreed" button below.

By checking this box, I am accepting this Agreement on behalf of the entity **ActiveCastMedia**. I represent and warrant that (a) I have full legal authority to bind the entity to this Agreement, (b) I have read and understand this Agreement, and (c) I agree to all terms and conditions of this Agreement on behalf of the entity that I

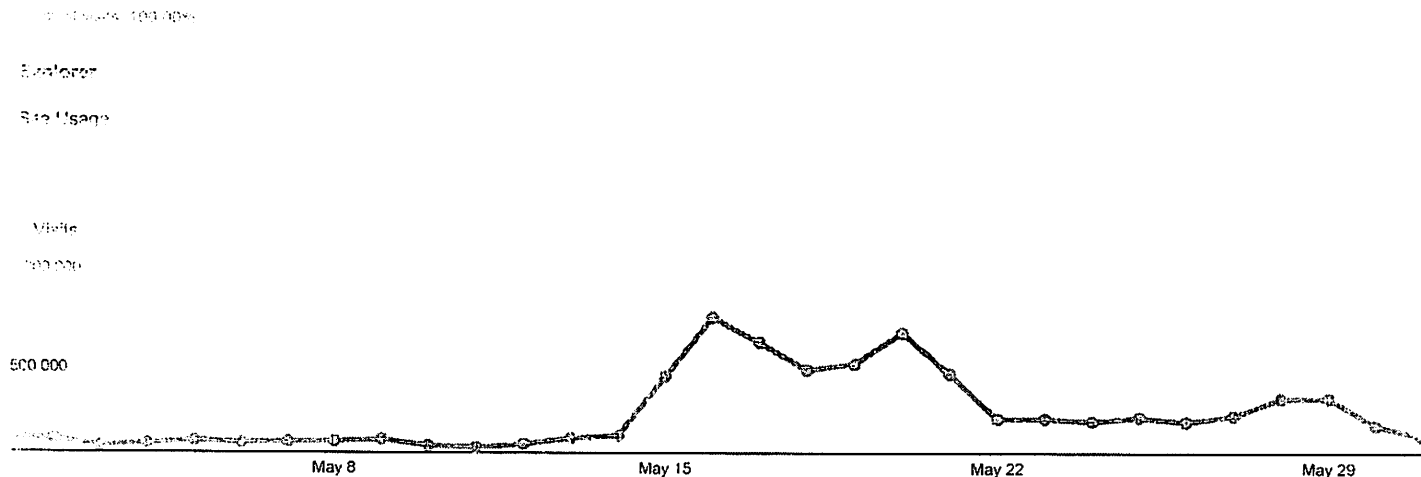
 X represent.

Accepted and Agreed

EXHIBIT B

All Traffic

May 1, 2013 - May 31, 2013



Source / Medium	Visits	Pages / Visit	Avg. Visit Duration	% New Visits	Bounce Rate
	6,234,803	8.34	00:02:29	86.26%	27.05%
	% of Total: 100.00% (6,234,803)	Site Avg: 8.34 (0.00%)	Site Avg: 00:02:29 (0.00%)	Site Avg: 86.08% (0.20%)	Site Avg: 27.05% (0.00%)
1. (direct) / (not set)	5,114,793	9.01	00:02:35	91.14%	22.92%
2. download.com	403,876	4.71	00:02:14	55.91%	40.49%
3. (referral)	240,440	2.17	00:01:00	50.01%	58.63%
4. mad.com / corp	114,537	5.61	00:02:03	69.61%	53.56%
5. (direct) / (none)	107,305	6.86	00:02:14	89.63%	47.72%
6. webaha.com / referral	92,373	6.41	00:01:54	89.85%	40.75%
7. facebook.com / referral	74,216	11.20	00:03:02	83.66%	35.10%
8. grated.com / referral	34,802	7.14	00:02:46	68.82%	37.59%
9. widget / text	12,819	4.69	00:00:59	0.18%	38.19%
10. google / organic	12,136	11.93	00:03:26	64.07%	28.91%

Rows 1 - 10 of 544

EXHIBIT C

Payments
 Payment settings

Unpaid finalized earnings prior to June 1, 2013

- Your payments are on hold. No payments will be issued.
- Payment issue - please contact DoubleClick Ad Exchange Support

Amount: £1,029.852,26

Method: Check - Standard Delivery

Payee name: Web Integrated Net Solutions

This payment will be issued before June 30 if there are no holds on your account.

Finalized earnings and payments

Month	Date	Description	Earnings/credits
May 2013	May 31	Earnings carried over from previous months	£1,029.8
		Earnings (May 1 - May 31) - details	
		Balance at end of May	

View in: Classic | Low bandwidth
 © 2013 Google - Program Guidelines

account hold

Why does my account have a payment hold?

Your Ad Exchange payments may be held for any of the following common reasons:

- You have not submitted your tax information. Depending on the country of your payment address, Google may require you to provide certain tax information. Check the **Tax Information** page in your account for more details.
- Go to your Tax information page now >
- You have not selected a payment method. You need to choose the way you'd like your revenue to be paid out. Choose a payment method now >
- You have not removed your self-hold. If you have chosen to pause your payments, you'll need to remove your self-hold in order to begin receiving them again.
- Your accounts are mentioned for invalid activity. All accounts are mentioned for invalid activity. At times, while your account is under investigation, your payments will be temporarily placed on hold. You do not need to contact us about this hold; the hold will be removed at the end of the investigation automatically if your traffic is valid.

You may also notice a payment hold for a variety of less common payment-related issues. If your payments are being held, you will see a box labeled **Required Actions** at the top of your Payment History page. Clicking any links in this box will direct you to the action you need to take to resolve the issue and be eligible for payment.

EXHIBIT D

GERSHBURG

Attorneys at Law > GETTING IT DONE

*Daniel Gershburg, Esq.
*Danielle Spalino, Esq.

www.danielgershburg.com

July 31, 2013

Google Inc.
Legal Department
1600 Amphitheatre Parkway
Mountain View, CA 94043

Google Ireland Limited
Legal Department
Gordon House
Barrow Street
Dublin 4 Ireland

Counselors:

This office represents ActiveCast Media, a subsidiary of Web Integrated Solutions (hereinafter "Active"). Active specializes in e-commerce and online advertising marketing activities on behalf of itself and its clients.

On or about March, 2013, Google Ireland Limited (hereinafter "Google") and Active entered into a Google Services Agreement a/k/a Google Doubleclick Ad Exchange (hereinafter "Agreement"), a copy of which is annexed hereto as Exhibit A. Pursuant to said Agreement, Active was to provide online marketing to generate visitors to Google's advertisers. Active has fulfilled its contractual duties but has not received payments owed by Google. This correspondence is intended to provide notice to Google of its breach in compliance with clause 11.1 of said Agreement, and to request that the parties commence good faith settlement negotiations to avoid judicial intervention as set forth in the proposed United States District Court, Southern District of New York Complaint, annexed hereto as Exhibit B.

During the period of May 1, 2013 through May 31, 2013, Active's marketing efforts generated web traffic to Google's advertisers in excess of six million visits, as demonstrated by the screen shot entitled "All Traffic", annexed hereto as Exhibit C. However, on or about June 11, 2013, Active was advised by Google that it would deduct revenue owed to Active

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