

WEB-LINKING AGREEMENT

This agreement (this "Agreement") is by and between _____ [insert name and address of linking Web site owner] ("Owner"), and Gruner + Jahr USA Publishing, on behalf of its Web site currently located at www.inc.com ("Inc.com"), for a hyperlink to Inc.com from the Web site currently located at _____ [insert linking Web site address] (the "Linking Site").

For good and valuable consideration, effective upon the duly authorized signatures of Owner and G+J below (the "Effective Date"), G+J hereby grants to Owner a non-exclusive, non-transferable, royalty-free license to create a hyperlink from the Linking Site to Inc.com from the Effective Date, unless and until such permission is terminated by G+J upon notice to Owner, subject to the following terms and conditions.

Owner hereby represents and warrants that: (i) any content displayed on the Linking Site shall not infringe upon or misappropriate any third party intellectual property or other proprietary rights, shall not invade any third party rights of privacy or publicity, shall be free from any libelous or obscene material, shall be accurate, and shall not otherwise violate any applicable law, regulation or non-proprietary third party right; (ii) the Linking Site does not and will not contain any harmful software code or viruses; (iii) Owner has duly registered the domain name of the Linking Site with all applicable authorities and possesses all rights necessary to use such domain name; and (iv) Owner shall use its best efforts, including any and all then-available technology, to prevent Internet users from downloading any content from Inc.com.

Owner hereby agrees to indemnify and hold harmless G+J from and against any and all claims, actions, demands, losses, damages, costs or expenses (including reasonable attorneys' fees) arising out of or based upon any of its representations or warranties hereunder.

G+J makes no representations or warranties concerning Inc.com.

This letter agreement shall be interpreted under the laws of the State of New York applicable to agreements executed therein, without regard to its conflicts of laws provisions. This letter agreement represents the entire understanding of the parties with respect to its subject matter and may not be amended or assigned by Owner except in a writing signed by G+J. Exclusive jurisdiction and venue for any claim arising hereunder shall be the state or federal courts of New York County. The undersigned are duly authorized representatives of the parties hereto.

ACCEPTED AND AGREED TO:

_____ [insert name of Owner]

By: _____
Fax number: _____

Date: _____

GRUNER + JAHR USA PUBLISHING,
On behalf of INC.COM

By: _____

Date: _____