GOOGLE SERVICES AGREEMENT

This Google Services Agreement ("**Agreement**") is entered into between Google Asia Pacific Pte. Ltd. (Co. Reg No. 200817984R), a Singapore corporation having a principal place of business at 8 Shenton Way, #38-01, Singapore 068811 ("**GAPAC**"), and Yahoo Japan Corporation, a Japanese corporation having a principal place of business at Midtown Tower, 9-7-1 Akasaka, Minato-ku, Tokyo, 107-6211, Japan ("**Yahoo Japan**") and is effective as of July 27, 2010 (the "**Effective Date**").

BACKGROUND

A. Yahoo Japan currently receives certain search and advertising platform services from Yahoo! Inc.

B. Due to changes in the platform used by Yahoo! Inc. to provide such services, Yahoo Japan wishes to receive search and advertising platform services from GAPAC on the terms and conditions set forth in this Agreement in order to obtain the highest quality results and most effective performance for its end users, advertisers and publishers in Japan, and to put Yahoo Japan in the best position to compete and grow over the long term.

C. GAPAC wishes to provide search and advertising platform services (as described in Recital D below) to Yahoo Japan on the terms and conditions set forth in this Agreement.

D. Yahoo Japan also desires that GAPAC develop, host and make available to Yahoo Japan a "white label" advertising platform that will operate independently of any similar platform operated by Google (as defined below) and will be under the control of Yahoo Japan, and GAPAC desires to develop such platform and make it available to Yahoo Japan on the terms and conditions set forth in this Agreement.

AGREEMENT

1. Definitions. In this Agreement:

1.1 "**Additional Search Services**" means search services included in the Search Services pursuant to Section 5.3.

1.2 "**Advertising Revenues**" means, subject to Section 11.3, all revenues that are recognized by Yahoo Japan (in accordance with Japanese GAAP) and which are generated from use of Services pursuant to this Agreement, after deducting any Consumption Tax charged on such revenues (to the extent such Consumption Tax has been recognized as revenue by Yahoo Japan).

1.3 "**Advertising Search Platform Services**" means services provided by any supplier for the provision of an advertising delivery and monetization platform which delivers search-related advertisements in connection with search results on mobile devices (including smart and conventional mobile devices), PCs and/or other devices or platforms.

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2.7 **Implementation and Maintenance.**

(a) Yahoo Japan will ensure that the Services are implemented and maintained on the Sites and Partner Sites in accordance with:

(i) the Minimum Operating Requirements;

(ii) with respect to Services also provided by Google to other Japanese Partners for use on Japanese Sites, Google's standard technical protocols and requirements which are generally applicable to such other Japanese Partners and that are provided to Yahoo Japan by GAPAC from time to time; and

(iii) such other technical protocols and requirements provided to Yahoo Japan by GAPAC as are reasonably required to ensure efficient and effective implementation and operation of the Services.

(b) Yahoo Japan may cache Search Result Sets during the Term for the sole purpose of reducing server and network latency in the delivery of Results Pages on the Sites and/or Partner Sites; *provided, however,* that Yahoo Japan:

(i) may only deliver Results Pages on Partner Sites from cached Search Results Sets to the extent that such Search Results Sets have been provided by GAPAC as part of the Syndicated Services;

(ii) will not allow any Partner to conduct any caching itself of Search Result Sets provided by GAPAC and will not provide a copy of its cache to Partners;

(iii) will not allow any cached Search Result Set to remain in the cache for longer than forty-eight (48) hours; and

(iv) will not use such cached Search Results Sets to build its own search index or any substitute versions of the Search Services, nor to carry out any form of reverse engineering in contravention of Section 9.4.

(c) In order to assist Yahoo Japan in its own search quality initiatives, GAPAC will permit Yahoo Japan to submit machine generated queries in order to scrape the sections of Google's Japanese Sites which provide Web Search Services, Image Search Services, Video Search Services and any Additional Services. For clarity, as of the Effective Date these sections are contained under the tabs "web" ("ウェブ"), "image" ("画像"), and "video" ("動画"). The maximum number of queries per second (QPS) for such scraping will be agreed between the parties. Yahoo Japan will not permit Partners to submit queries for scraping purposes, and Yahoo Japan will not make any data obtained from its scraping hereunder available to any third parties, including its Partners. In addition, GAPAC recognizes that Yahoo Japan may store user queries and associated clicks on Search Result pages to assist in its search quality evaluations.

(d) In order to improve the quality of Search Results of Web Search Services, Image Search Services, Video Search Services or Additional Services offered by GAPAC and/or

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Notwithstanding the foregoing, the JSC will not share any commercially sensitive information specific to either party, including advertiser compensation arrangements and advertising prices.

(b) The JSC will work in good faith to agree on the First Launch Date within one (1) month following the Effective Date, and to develop and agree on the Development and Implementation Plan within two (2) months following the Effective Date. In addition, the JSC (or its suitably qualified designees) will discuss in good faith improvements to the Services, taking into account the input of both parties.

(c) If the JSC is unable to reach a mutually agreeable resolution of any matter referred to it pursuant to this Agreement within thirty (30) days of the date of such referral (or by any other applicable deadline set forth in this Agreement or agreed by the parties), then, unless otherwise expressly set forth in this Agreement, the matter will be escalated to Google's Vice President of Sales for APAC and Yahoo Japan's Chief Executive Officer for resolution.

2.9 **Provision of Data and Information by GAPAC**. Throughout the Term, GAPAC will make available to Yahoo Japan the following data and information as reasonably requested by Yahoo Japan for purposes of implementing or improving GAPAC's provision of the Services or the operation of the Yahoo Japan Ad Business:

(a) the following data related to Search Services, in addition to the data made available by GAPAC via the APIs and Google's search protocols:

(i) a full set of DocIDs (being unique identifiers created by GAPAC in respect of documents in its search index) and Canonical Doc IDs (being single DocIDs generated by GAPAC in respect of all documents that are considering duplicates of each other), as well as a DocID to URL map; and

(ii) a database consisting of a set of Static Signals for each DocID, on a periodic basis (and in any event more frequently than once every ninety (90) days). For the purposes of this Section 2.9, a "Static Signal" is any of the following specified attributes associated with a DocID: (A) language, (B) adult content identifier, (C) host, (D) global popularity as measured by the number of inlinks, (E) time that the URL was first seen, (F) time that the URL was last crawled, (G) spam score, (H) anchor text, (I) device-type flag and (J) any other specified attributes agreed by the parties in the future. For clarity, each periodic update of the Static Signals will consist of delivery of the entire then-current database of Static Signals. Yahoo Japan will permanently destroy each Static Signal within ninety (90) days of its receipt by Yahoo Japan; and

(b) the data types listed in part 2 of Appendix 2 as data to be provided to Yahoo Japan.

2.10 **Separation of Yahoo Japan Advertising Marketplace and other Yahoo Japan-specific Services**. GAPAC acknowledges and agrees that the Yahoo Japan Ad Business will be under the sole control of Yahoo Japan and will be kept separate in all material respects from any similar advertising business conducted by GAPAC or any of its Affiliates. Without limitation to the foregoing, GAPAC acknowledges that Yahoo Japan will have the sole right to

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APPENDIX 2

ADVERTISER RELATED DATA

I. YAHOO JAPAN PROPRIETARY DATA (SECTION 1.59)

1. ADVERTISER DATA

Minimum information required to run the market place

(1) Basic User ID information

- account id
- account name
- login id
- contact name
- contact number
- contact e-mail address
- address
- payment plan
- credit card type
- credit card number

(2) Advertiser Setting information

- Client (MGR, Sub MGR) Setting
- Account(CA) Settings
- Campaign Settings
- Ad Group Settings
- KW, Ad, URL Settings
- Change log of above

(3) Account Balance information

- Current Balance
- Balance history

(4) Performance

- Campaign Performance by Advertiser Acct (Total, by match types, by partner)

(5) Billing

- TTL click charge
- adjustments (invalid clicks, goodwills)
- discounts
- administration fee
- agency margin

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2. REVIEW DATA
   - Information required for improving efficiency of ad editorial operation
     - Submission Data
     - Routing Result
     - Manual Review logs

3. KEYWORD PERFORMANCE DATA
   - Basic information to understand keyword market situation
   - Result Data (Search, Bidded Search, Impression, Click, PPC, Revenue, Conversion, average discount, match types)
   - Bid Information (Bid price of top bids, min bids, # of listing (online/offline), # of acct (online/offline)

4. PUBLISHER DATA

Minimum committed data required for running syndicated partner business

(1) Status/Settings
   - Partner ID status/settings
   - Source ID level status/settings
   - Type ID level status/settings
   - eCPM Dial settings / change log (status and change log of "tuning points" (thresholds, dials)) that affect eCPM calculation, Ranking, RPS)

(2) Performance Monitoring
   - Performance by Partner Acct components
   - Performance by
   - KW
   - Performance by match types

(3) Payment
   - Billing Contact Info*
   - Search
   - Bidded Search
   - Click
   - Revenue
   - Adjustment (invalid clicks, goodwill)

II. ADVERTISING-RELATED DATA TO BE PROVIDED (SECTION 2.9)

AD SERVING LOGS
   - basic R&D data for Yahoo Japan (what we are receiving by request base now)

(1) Query log (information of below by query)
- ✓ Session data
- ✓ Browser information
- ✓ Key word
- ✓ Source ID (partner ID)

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- ✓ Log created time (log date)

(2) Impression log (information of below by ad impression)
(3) Click log (information of below by ad click)
(4) Conversion log (information of below by advertiser/publisher account)

- ✓ Session data
- ✓ Browser information
- ✓ Key word
- ✓ Source ID (partner ID)
- ✓ Log created time (log date)
- ✓ KW, Ad, URL Settings
- ✓ charged value

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APPENDIX 3

Search Features

A - Search Features which are readily available on launch

Available with minimum configuration or provisioning by Google and is a feature which is readily available. Note any screenshots are only shown as an indication of how a Search Feature may appear. but they may differ as the screenshots shown are taken from Google properties.

"Page Cache" – The ability to obtain Google's cached copy of a page as defined in the Web Search Protocol in Appendix x and as illustrated in Exhibit P.

"Keyword Match" – Search input methods, for example Boolean filters such as 'AND', 'OR', 'NOT' etc as defined in the Web Search Protocol in Appendix x and as illustrated in Exhibit A.

"Results Per Page" – The ability to request an alternative number of search results per request as illustrated in Exhibit A.

"Language" – the ability to restrict search results to those in a specific language as defined as defined in the Web Search Protocol in Appendix x and as illustrated in Exhibit A.

"Region/Local Filtering" – the ability to restrict search results by the geographical region they are located in as defined in the Web Search Protocol in Appendix x and as illustrated in Exhibit A.

"Filetype" - the ability to restrict search results based on the file type (e.g. restricting search results to only return .pdf documents) as defined in the Web Search Protocol in Appendix x and as illustrated in Exhibit A.

"Search within a site or domain" - the ability to search for results which are hosted on a specific domain (for example to return results only found on www.example.com) as defined in the Web Search Protocol in Appendix x and as illustrated in Exhibit A.

"Date (how recent the page is)" - the ability to return results that specifies a time period when articles must have been published to be included in search results as defined in the Web Search Protocol in Appendix x and as illustrated in Exhibit A.

"Safe Search" - the ability to filter results which are considered to be adult and pornographic content as defined in the Web Search Protocol in Appendix x and as illustrated in Exhibit A.

"Usage rights filtering" - the ability to restrict results based on their license type. This is by way of a parameter which can be passed as part of the query parameters to Google and as illustrated in Exhibit A.

i) "Where your keywords show up: (title, link, etc.)"
ii) "Similar Search (Find pages similar to the page)"
ii) "Link Search (Find pages that link to the page)"

The ability to restrict results based on advanced query modifiers (e.g. to restrict results to only those which contain the query in the title of the page). Such query modifiers may be passed in with the query term (e.g. "allintitle: wasabi" would return all pages whose title includes the term 'wasabi'. Such features as currently supported are listed at: http://www.google.com/intl/en/help/operators.html

"Numeric Range" - the ability to restrict results based on a numeric range which is passed in as an addition to the query string and as illustrated in Exhibit A.

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"Spelling Suggestion (ASCII, Japanese, Domain)" - this refers to the ability to suggest alternatives for queries which are believed to be errors by the user. For example incorrect spellings of domains or query terms. Illustrated in Exhibit E.

"Spelling Rewriting (ASCII, Japanese, Domain)" - for certain erroneous queries Google may return popular or predicted alternatives mixed within the results. For example the query 'soni' may yield results for 'Sony' within the returned results as well as pages related to the term 'soni'. See exhibit G.

"Variation Rewriting (ASCII, Japanese)" - this refers to Google's ability to cover not only misspelling but Japanese variation like "okurikana" "Katakana-hirakana".

"Quick Links (sitelinks)" - this refers to sub-links shown beneath a Search Result which are determined algorithmically by Google. See Exhibit H.

"Search Monkey support" - Google shall provide unique identifiers for each Search Result for Web Search such that Yahoo Japan may maintain a mapping of supplemental data for a given document in the index. Yahoo Japan is then free to supplement a Google Search Result with its own proprietary data.

"Bookmark support" - Yahoo Japan may access the clickable or visible URL in the Search Result returned via the protocols in order to query their own bookmarking service using the URL as a lookup.

"Indented result (from same domain)" - Where multiple results exist from the same host Google shall return a signal in the XML feed to indicate additional results are available. Refer to the "<HN>" tag in the WS protocol docs.

"Yahoo Japan content only" - Yahoo Japan shall be able to restrict search results to only those which are on a subset of domains which they may specify as a modifier to the query string sent to Google. For example: "dvd site:www.example.com" will only return results for the term 'dvd' that exist on the site 'www.example.com'.

"Index" - Google can make available an index which features the majority of JP documents within a relatively short period of time, which are Crawlable and accessible to Google without license restrictions, subject to Section 5.1.

"Site Search Solution" - Yahoo Japan may offer a 'site search solution' to its end users using the feature "Search within a site or domain".

"Natural Language Query" - Google's ability to interpret natural language queries or questions such as 'what is the name of the current Australian Prime Minister'. Yahoo Japan acknowledge that these features will be changes to algorithms that Google maintains and as such they will automatically obtain this functionality as it continues to improve on Google properties.

B - Search Features which require engineering effort on the part of Google before they can be made available to Yahoo Japan

Available within a longer time period which requires engineering effort on behalf of Google, such timings to be agreed in the Development and Implementation schedule to be agreed between parties

"Flags for content outside of Web Search Services" - Where Google shows content from other vertical searches that it maintains outside of Web Search Services Google shall make available a flag in the XML to indicate that Yahoo Japan may insert its own licensed content assuming Yahoo Japan has suitable content and a mechanism to match the licensed content to the flag. Yahoo Japan acknowledges that Google shall not be responsible for providing the content. Yahoo Japan may license similar data from a third party or use its own content where Google is not providing a relevant Service. See Exhibit Q.

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