**Advertising Contract**

**Featured Lycos Inc. Advertising Agreements**

[LOGO]

LYCOS(TM)

Your Personal Internet Guide

www.lycos.com

www.tripod.com

www.whowhere.com

Offices:

 New York (212) 549-2100

San Francisco (415) 281-8721

 Pittsburgh (412) 208-1000

 Waltham (781) 370-2700

 Williamstown (413) 458-2615

 Chicago (773) 281-8390

 Philadelphia (610) 701-5779

 Los Angeles (310) 914-0195

 Atlanta (404) 238-0534

 New England (603) 924-4983

 Mountainview (650) 938-4400

 Dallas (214) 800-8767

Send all payments to:

 Lycos, Inc.

 P0 Box 6255

 Boston, MA 02212-6255

 LYCOS NETWORK ADVERTISING CONTRACT

Advertiser: Lowestfare.com

 Address1:

 Address2:

Agent/Agency Global Travel Marketing Services

 Billing Contact Name: Terry O'Neal

 Billing Address1: 980 Kelly Johnson Drive

 Billing Address2: Las Vegas, NV 89119

 Telephone Number: 702-260-3602

 Fax Number: 702-260-3772

Technical Contact: Greg Monton

 Telephone: 702-260-3603

 eMail:

Reporting Contact: Steve Lay

 Telephone: 714-249-4935

 eMail:

Online Reporting:

 User Name:

 Password (8 chars):

Advertiser's URL:

 Date Discount

 Target/ Keyword -------------- Gross Gross (if applicable) Net Net

 Keyword Excl. Res ID Description Start End Impressions CPM Cost Cost CPM

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Per Attached Addendum 10/28/98 10/27/99 \*\*\* -- \*\*\* \*\*\*

Per Attached Addendum 10/28/99 10/27/00 \*\*\* -- \*\*\* \*\*\*

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(For internal purposes only)

Advertising Contract Split Yes No Advertiser/Agent signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Repeat/First time advertiser Repeat First Time DATE

Technical/Non Technical Tech Non Tech

Keyword/ Target/ Impr/ Comb Key Tgt Impr Combo Lycos account manager signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Domestic/ International client Dom Intern

Number of brands represented \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Credit Card Number (AmEx, MC, Visa) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Exp. Date\_\_\_\_\_\_

 This advertising contract is subject to the attached Terms and Conditions.

 \*\*\*[CONFIDENTIAL TREATMENT REQUESTED]

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 Terms and Conditions

1. General. A signed contract must be submitted to Tripod five days in

 advance of initial publication date. By submitting advertising for

 inclusion on the Tripod site, advertiser/agency agrees to be bound by the

 terms of this contract. No conditions other than those set forth herein

 shall be binding on Tripod unless specifically agreed to in writing by

 Tripod. Tripod will not be bound by conditions printed or appearing on

 order blanks or copy instructions submitted by or on behalf of the

 advertiser/agency. This contract supersedes all terms and conditions on

 Tripod rate cards.

2. Changes and Cancellations. All artwork must be received at least five days

 in advance of publication date. Cancellations or copy changes will not be

 accepted after the published closing date to the update to the Tripod

 site. Changes to artwork must be received by Tripod at least three days in

 advance of requested change date. Any change orders must be made in

 writing and acknowledged by Tripod. Change orders cannot be submitted any

 more frequently than once every fourteen days. The initial term of this

 contract shall be one year from the date of this contract ("Initial

 Term"). This contract may not be terminated by Tripod or advertiser/agency

 during the Initial Term; provided, however, either party may terminate

 this contract at any time in the event of a material breach by the other

 party which remains uncured after thirty (30) days' written notice thereof

 This contract shall automatically be extended for an additional one year

 period pursuant to the terms stated herein ("Renewal Term"), except in the

 event of one of the following: (a) the contract is terminated for material

 breach, (b) the contract is terminated by mutual agreement of the parties,

 or (c) the parties cannot mutually agree on the termination provisions to

 be in effect during the Renewal Term. The parties will commence

 negotiation of the mutual termination provisions in good faith no later

 than forty-five (45) days prior to the end of the Initial Term. In the

 event that the parties cannot reach a mutual agreement prior to the end of

 the Initial Term, or as negotiations may be extended by the parties, this

 contract shall terminate on the 60th day of the Renewal Term. In the event

 that Tripod desires to exercise its right to terminate this contract

 during the Renewal Term because Tripod has received, and wishes to accept

 a written offer in good faith from another person or entity to purchase,

 for a higher amount, any inventory purchased by Lowestfare under the

 contract, prior to terminating the contract, Tripod will offer Lowestfare

 (pursuant to a written notice which shall set forth in reasonable detail

 the material terms of such offer, or provide a copy of the offer to

 purchase) an opportunity to match or exceed the offered price. Lowestfare

 must respond to any notice from Tripod regarding such additional offer

 within three (3) business days of receipt by Lowestfare of such notice. If

 Lowestfare fails to respond or responds in the negative, Lycos is under no

 further obligation to Lowestfare with respect to such inventory.

3. Payment. Lowestfare will pay Tripod 1/3 of the first year's payment upon

 the contract's signing, 1/3 on Feb. 1, 1999 and the remaining 1/3 on June

 1, 1999. In the Renewal

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 Term, the same schedule of payments will apply. If payment is not made

 within 30 days of invoice date, Tripod at its option, may terminate the

 contract. In addition, advertiser/agency shall be liable to Tripod for all

 attorney's fees and other costs of collection. Interest will accrue on any

 past due amounts at the rate of one and one-half (1 1/2%) percent per

 month, but not in excess of the lawful maximum. Tripod shall have the

 right to hold the advertiser and/or its agency or agent jointly and

 severally liable for all amounts due.

4. Frequency and Discounts. If Tripod fails to provide the guaranteed number

 of impressions, Tripod will make good on this contract by providing

 advertiser with additional impressions within one hundred twenty (120)

 days of the end of the Renewal Term, and if there is no Renewal Term, the

 Initial Term (the "Cure Period"). In the event that Tripod fails to

 deliver the guaranteed number of impressions during the Cure Period.

 Tripod will refund a pro rata portion of the amount paid by

 advertiser/agency under the contract. Tripod will not make good for

 under-delivery due to delays caused by advertiser/agency.

5. Licenses and Indemnification. The advertiser/agency represents that the

 advertiser is the owner or is licensed to use the entire contents and

 subject matter contained in its advertising and collateral information,

 including, without limitation: (a) the names and/or pictures of persons;

 (b) any copyrighted material, trademarks and/or depictions of trademarked

 goods or services; and (c) any testimonials or endorsements contained in

 any advertisement submitted to Tripod. In consideration of Tripod

 acceptance of such advertisements and information for publication, the

 advertiser and agency will jointly and severally indemnify and hold Tripod

 harmless against all loss, liability, damage and expense of any nature

 (including attorney's fees) arising out of the copying, printing,

 distributing, or publishing of advertiser's/agency's advertisements. If

 advertiser possesses any preexisting copyright interests in the

 advertisements, advertiser grants Tripod the right to use, reproduce, and

 distribute the advertisements.

6. Key Words and Phrases. Each advertiser may be given a "first right" to its

 exact company name and trademarks for keyword/phrase advertising. Tripod

 may pre-empt an existing key work/phrase advertiser by submitting a

 three-month advertising contract. The existing contract-holder for the key

 word/phrase will be provided with a two-week notification of preemption

 and will receive a pro-rated refund for any unfulfilled number of

 guaranteed impressions. If two or more advertisers have the same name or

 trademark, the allocation will be on a first-come basis and the existing

 contract will take precedence.

7. Rejections. Tripod reserves the right, without liability (unless Lycos has

 not acted in good faith), to reject, omit or exclude any advertisement or

 to reject or terminate any links for any reason at any time, with or

 without notice to the advertiser/agency, and whether or not such

 advertisement or link was previously acknowledged, accepted, or published.

8. Limitation of Liability. Tripod shall not be liable for any errors in

 content or omissions.

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 Should an error appear in an advertisement, Tripod liability will be

 limited to the cost of the advertisement (prorated for the publishing

 completed). Tripod will not be liable for any delays in delivery and/or

 non-delivery in the event of an act of God, action by any government

 entity, transportation, strike, network difficulties, electronic

 malfunction, etc. or any feasibility, reliability, or effectiveness

 related to the Tripod site. Tripod does not represent or warrant that the

 Tripod site will meet the objectives or needs of advertiser/agency or any

 third party. In no event will Tripod be liable for any failure,

 disruption, downtime, interruption, miscalculation, delay, inaccuracy, or

 any other nonperformance related to the Tripod site.

 UNDER NO CIRCUMSTANCES WILL TRIPOD BE LIABLE FOR ANY SPECIAL, INDIRECT,

 INCIDENTAL OR CONSEOUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, FOR

 LOST INCOME OR PROFITS, IN ANY WAY ARISING OUT OF OR RELATED TO THIS

 AGREEMENT, EVEN IF TRIPOD HAS BEE ADVISED AS TO THE POSSIBILITY OF SUCH

 DAMAGES.

9. Choice of Law and Forum. This contract shall be interpreted and construed

 in accordance with the laws of the Commonwealth of Massachusetts, without

 regard to its conflicts of laws provision, and with the same force and

 effect as if fully executed and performed therein. Each party hereby

 consents to the personal jurisdiction of the Commonwealth of

 Massachusetts, acknowledges that venue is proper in any state or Federal

 court in the Commonwealth of Massachusetts, agrees that any action related

 to this Agreement must be brought in a state or Federal court in the

 Commonwealth of Massachusetts, and waives any objection that may exist,

 now or in the future, with respect to any of the foregoing.

10. Miscellaneous. This contract cannot be sold, assigned or transferred by

 advertiser/agency to any party. However, Lowestfare has the right to

 assign this contract to its successors, affiliates or subsidiaries now

 existing or hereafter organized provided such party is not a direct

 competitor of Lycos, Inc. If any portion of the contract is found

 unenforceable for any reason, the remainder will remain in full force and

 effect. No waiver by Tripod shall operate as a waiver of any other

 provision or any subsequent default. This document represents the entire

 agreement of the parties; Tripod will not be bound by the representations

 of any agents, brokers, or other third parties. Any modifications must be

 in writing and signed by an authorized representative of Tripod.

The undersigned is legally empowered with due corporate authority to enter into

this Contract and agrees to be bound by the Terms and Conditions of this

contract.

 Advertiser or Agent Tripod, Inc.

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 Signature Signature

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 Date Date