

QUBIT INC. – ENTERPRISE TERMS AND CONDITIONS

These terms and conditions are incorporated by reference in the Sales Order Form signed by the Customer and Qubit Inc.

1 DEFINITION AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Affiliate: means an entity which directly or indirectly controls, is controlled by, or is under common control with the Customer.

Agreement: means these terms and conditions together with the completed and signed Sales Order Form.

Authorized Users: means those employees, independent contractors and workers of the Customer who are authorized by the Customer to use the Services.

Business Day: means any day which is not a Saturday, Sunday or public holiday in the United States.

Confidential Information: means information disclosed by (or on behalf of) one party to the other party in connection with or in anticipation of this Agreement (including the content of the Agreement) that is marked as confidential or, from its nature, content or the circumstances in which it is disclosed, might reasonably be considered 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.

Consulting Day: has the meaning given to it in Clause 7.

Customer: means the entity which purchases the Services from Qubit as more particularly detailed in the Sales Order Form.

Customer Site: means those website(s) owned and operated by the Customer on which Customer elects and Qubit agrees to implement the Script and the Services as such websites are more particularly detailed in the Sales Order Form.

Data Protection Laws: means U.S. federal, state and local, as well as foreign, laws and government-issued rules, regulations, guidelines, directives and requirements currently in effect and as they become effective that relate in any way to the privacy and processing of personal data, including, without limitation, the Data Protection Act 1998 implementing the Directive 95/46/EC on the protection of individuals with regard to the processing of personal data (or as applicable any similar legislation in any jurisdiction implementing Directive 95/46/EC) and all other similar foreign, international, federal, state, provincial, and local requirements, as they may be amended, modified or replaced from time to time, and including all related codes of practice.

Derivative Data: means information, know-how (including Qubit's underlying data collection methodologies), data and materials that are derived, prepared or generated by Qubit and/or its sub-contractors within Qubit's environment pursuant to (and/or as a consequence of) the Services.

Effective Date: is as defined in the Sales Order Form.

Initial Subscription Term: means the fixed period of 12 months from and including the Effective Date.

Intellectual Property Rights: means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Normal Business Hours: means 8.00 am to 6.00 pm local US time, each Business Day.

Renewal Period: means the period described in clause 13.1.

Sales Order Form: means the ordering document for the Services which together with these terms and conditions form the Agreement.

Script: means the JavaScript and associated protocols provided by Qubit to the Customer pursuant to this Agreement which when implemented on the Customer Site manages the Services.

Services: means such services provided by Qubit to the Customer under this Agreement as described more particularly in the Sales Order Form which are implemented on the Customer Site via the Script.

Subscription Fees: means: the subscription fees payable by the Customer to Qubit for the Services as set out in the Sales Order Form and paid in accordance with clause 8 of this Agreement.

Subscription Term: has the meaning given in clause 13.1

Support Services Policy: means Qubit's policy for providing support in relation to the Services as may be notified to the Customer from time to time.

Third Party Users: means agency partners or other third parties identified in the Sales Order Form which the Customer may permit to use the Script/Services in accordance with clause 2.1 (b).

Virus: means any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 Where the words include(s), including or in particular are used in this Agreement, they are deemed to have the words without limitation following them.

2 USE OF THE SERVICES

2.1 Subject to the timely payment by the Customer of the Subscription Fees and solely during the Subscription Term, Qubit grants to the Customer a non-exclusive, non-transferable right to:

(a) permit the Authorized Users to use the Services; and

(b) permit Third Party Users to use the Services; and

(c) permit a Customer Affiliate or Affiliates listed in the Sales Order Form to use the Services

in each case solely for the Customer's internal business operations (and if applicable the business purposes of a relevant Customer Affiliate). Nothing in this Agreement limits Customer's liability for a breach of this clause 2.1 by the Customer;

2.2 The Customer shall be solely responsible for any failure of an Authorized User or Third Party User to comply with the terms of this Agreement and shall ensure that Authorized Users and Third Party Users discontinue use upon completion of work for the Customer (or if earlier, upon termination of this Agreement).

2.3 The Customer shall not, and shall procure that Third Party Users do not, access, store, distribute or transmit any Viruses when using the Services.

2.4 The Customer shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties: (i) and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Script (as applicable) in any form or media or by any means; or (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Script;

(b) access all or any part of the Services in order to build a product or service which competes with the Services;

(c) use the Services to provide services to third parties;

(d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party, or

(e) (without prejudice to clause 2.1 (b)) attempt to obtain, or assist third parties in obtaining, access to the Services.

2.5 The Customer shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Services and, in the event of any such unauthorized access or use, promptly notify Qubit.

3 SERVICES

3.1 Qubit shall, during the Subscription Term, provide the Services.

3.2 Qubit shall use commercially reasonable endeavors to make the Services available 24 hours a day, seven days a week, except for:

- (a) planned maintenance carried out during the maintenance window of 12 am to 2.00 am UK time; and
- (b) unscheduled maintenance performed outside Normal Business Hours, provided that Qubit has used reasonable endeavors to give the Customer notice in advance.

3.3 Qubit will, as part of the Services and at no additional cost to the Customer, provide the Customer with Qubit's standard customer support services during Normal Business Hours in accordance with Qubit's Support Services Policy in effect at the time that the Services are provided. Qubit may amend the Support Services Policy in its sole and absolute discretion from time to time.

4 PERSONAL DATA

Customer shall implement the Script and the Services in accordance with all of Qubit's reasonable instructions from time to time determined by Qubit to be necessary to enable Qubit to comply with applicable Data Protection Laws. Customer acknowledges and agrees that it is Customer's responsibility to ensure that Customer's use of the Script and Service complies with all Data Protection Laws applicable to the Customer (including, in particular, in respect of the placing and use of cookies, upon which the Services rely, and the capturing of any consent to cookies required to be obtained from the relevant end user).

5 QUBIT'S OBLIGATIONS

5.1 Qubit shall perform the Services with reasonable skill and care.

5.2 Notwithstanding clause 5.1 Qubit:

- (a) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities;
- (b) does not accept responsibility for any use of the Services contrary to Qubit's instructions, or modification or alteration of the Services by any party other than Qubit or Qubit's daily authorized contractors or agents; and/or
- (c) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; nor that the Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements

5.3 This Agreement shall not prevent Qubit from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

5.4 No conditions, warranties or other terms apply to the Script or Services supplied by Qubit under this Agreement unless expressly set out in this Agreement. No implied conditions, warranties or other terms apply (including, without limitation, any implied terms as to satisfactory quality, fitness for purpose, non-infringement or conformance with description).

6 CUSTOMER'S OBLIGATIONS

6.1 The Customer shall:

(a) provide Qubit with: (i) all necessary cooperation in relation to this Agreement; and (ii) all necessary access to such information as may be reasonably required by Qubit in order to render the Services, including but not limited to security access information and configuration services;

(b) comply with all applicable laws and regulations with respect to its activities under this Agreement;

(c) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Qubit may adjust any agreed timetable or delivery schedule as reasonably necessary;

(d) ensure that the Customer Affiliates, Authorized Users and Third Party Users use the Services in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorized User's, Third Party Users' or Affiliates' breach of this Agreement;

(e) to the extent applicable, obtain and shall maintain all necessary licenses, consents, and permissions necessary for Qubit, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

(f) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Qubit's hosting environment, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet; and

(g) permit and assist Qubit to monitor page impressions for the purpose of calculating the Subscription Fee.

6.2 The Customer shall when agreed in the Sales Order Form provide input and data sufficient for the production of publicly accessible case studies referencing the Services provided during the Initial Subscription Term

6.3 The Customer shall, subject to agreement in the Sales Order Form, act as a reference for Qubit on written request, and subject to an evaluation of Qubit's performance.

7 CONSULTING DAYS AND ADDITIONAL CONSULTANCY SERVICES

7.1 Qubit shall make available to the Customer an appropriately trained staff member to carry out any consulting element of the Services as mutually agreed between the parties in the Sales Order Form. Such individual shall be provided on the days specified in the Sales Order Form, each such day comprising of 7.5 working hours on a Business Day and being a "Consultancy Day").

7.2 Consulting Days unutilized by the Customer during a particular month may not be carried forward to the next month or otherwise without the written consent of Qubit.

7.3 The Customer may request and, with its agreement, Qubit shall provide appropriately trained staff to carry out such services as are agreed by the parties in excess of those specified in the Sales Order Form. Qubit's then prevailing applicable daily rate or if available the rates specified in the Sales Order Form shall apply to any such services.

8 CHARGES AND PAYMENT

8.1 Subscription Fees will be invoiced in the manner agreed in the Sales Order Form in advance and fees for additional services (including those referenced above in clause 7.3) shall be invoiced monthly in arrears. In each case invoices are payable by the Customer as agreed in the Sales Order Form.

8.2 If Qubit has not received payment within 30 days after the invoice due date, as aforesaid, and without prejudice to any other rights and remedies of Qubit:

(a) Qubit may, without liability to the Customer disable the Customer's access to all or part of the Services and Qubit shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b) interest shall accrue on such due amounts on a daily basis at the lesser of one and one half percent (1½%) per month or the maximum amount allowed by law commencing on the due date and continuing until fully paid, whether before or after judgment.

8.3 All amounts and fees stated or referred to in this Agreement:

(a) shall be payable in the currency detailed in the Sales Order Form;

(b) are non-cancellable and non-refundable;

(c) are exclusive of sales, use, excise, value added, importation, or other applicable taxes, tariffs or duties , which shall be added to Qubit's invoice(s) at the appropriate rate.

(d) All payments shall be of the gross amount specified in the Sales Order Form without deduction of any taxes, including any non-resident withholding tax which may be imposed on payments by the Customer to Qubit.

9 PROPRIETARY RIGHTS

9.1 The Customer acknowledges and agrees that Qubit and/or its licensors own all Intellectual Property Rights and any other rights in the Script, the Derivative Data and the Services. Except as expressly stated in this Agreement, this Agreement does not grant the Customer any Intellectual Property Rights or any

other rights or licenses in respect of the Script, the Derivative Data and the Services and the Customer shall not acquire or claim any rights in respect of the Script, the Derivative Data or the Services by virtue of the rights granted under this Agreement.

9.2 Qubit acknowledges and agrees that Customer and/or its licensors own all Intellectual Property Rights and any other rights in the Customer Site. Except as expressly stated in this Agreement, this Agreement does not grant Qubit any Intellectual Property Rights or any other rights or licenses in respect of the Customer Site and Qubit shall not acquire or claim any rights in respect of the Customer Site by virtue of the rights granted under this Agreement.

10 CONFIDENTIALITY

10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement.

10.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

10.3 Each party shall take all reasonable steps to provide that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

10.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

10.5 Recipient may disclose Confidential Information to the extent required by law, but that disclosure does not relieve recipient of its confidentiality obligations with respect to any other party.

10.6 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Qubit's Confidential Information.

10.7 This clause 10 shall survive termination of this Agreement, however arising.

11 INDEMNITY

11.1 Qubit shall, subject to clause 11.4, defend the Customer, its officers, directors and employees against any claim that the Services infringes any United States patent effective as of the Effective Date only or any other Intellectual Property Rights provided that:

(a) Qubit is given prompt written notice of any such claim;

(b) the Customer provides reasonable cooperation to Qubit in the defense and/or settlement of such claim, at Qubit's reasonable expense;

(c) Qubit is given sole authority to defend and/or settle the claim; and

(d) except with Qubit's prior written permission, the Customer makes no admission and takes no action which would compromise Qubit's defense and/or settlement of the claim or any counterclaim by Qubit.

11.2 In the defense or settlement of any claim, Qubit may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on two (2) Business Days' notice to the Customer without any additional liability or obligation to pay damages or other additional costs to the Customer.

11.3 In no event shall Qubit, its employees, agents and sub-contractors be liable to the Customer under the indemnity at clause 11.1 to the extent that the alleged infringement is based on:

- (a) a modification of the Services by anyone other than Qubit; or
- (b) the Customer's use of the Services in a manner contrary to the instructions given to the Customer by Qubit; or
- (c) the Customer's use of the Services after notice of the alleged or actual infringement from Qubit or any appropriate authority; or
- (d) the Customer's combination of services, software or other materials with the Services.

11.4 The foregoing states the Customer's sole and exclusive rights and remedies, and Qubit's (including Qubit's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any Intellectual Property Rights.

12 LIMITATION OF LIABILITY

12.1 Subject to the provisions of clause 12.3, this clause 12 sets out the entire financial liability of either party (including any liability for the acts or omissions of either party's employees, agents and sub-contractors) to the other in respect of:

- (a) any breach of this Agreement; and
- (b) any use made by the Customer of the Services or any part of them; and
- (c) any representation, statement or tortious act or omission (including negligence) or breach of statutory duty arising under or in connection with this Agreement.

12.2 Subject to clause 12.3 and except as expressly and specifically provided in this Agreement the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use. Qubit shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Qubit by the Customer in connection with the Services, or any actions taken by Qubit at the Customer's direction.

12.3 Nothing in this Agreement excludes the liability of either party for:

- (a) gross negligence or willful misconduct; or
- (b) any other liability which may not be limited or excluded by applicable law.

12.4 Subject to clause 12.3, neither party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any: (a) loss of profits or opportunity costs; (b) loss of business; (c) depletion of goodwill and/or similar losses; or (d) loss or corruption of data or information; (e) or pure economic loss; or (f) for any special, indirect, punitive or consequential loss, costs, damages, charges or expenses however arising under this Agreement.

12.5 Subject to clause 12.3, either party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to a sum equating to the greater of the average monthly Subscription Fee paid by the Customer to Qubit on the date on which the first such claim arose, multiplied by a factor of 12 or two hundred and fifty thousand dollars (\$250,000).

13 TERM AND TERMINATION

13.1 This Agreement shall commence on the Effective Date and, subject always to either party's entitlement to terminate pursuant to this clause 13, shall continue for the Initial Subscription Term and, thereafter, be automatically renewed for successive periods of 12 months (each a Renewal Period), unless:

(a) either party gives written notice to terminate this Agreement not less than 60 days before the end of the Initial Subscription Term or any Renewal Period (as the case may be), in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

(b) otherwise terminated in accordance with the provisions of this Agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the "Subscription Term".

13.2 Without prejudice to any other rights or remedies which the parties may have, Qubit may terminate this Agreement without liability to the Customer immediately on giving written notice to the Customer if the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.

13.3 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Agreement without liability to the other immediately on giving written notice to the other if:

(a) (i) the other party is in material breach of this Agreement where the breach is incapable of remedy; or (ii) the other party is in material breach of this Agreement where the breach is capable of remedy and fails to remedy that breach within fourteen (14) days after receiving written notice of such breach; or

(b) the other party is generally unable to pay its debts as they come due, or makes an assignment for the benefit of creditors; the other party applies for or consents to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property, or such a receiver, trustee or similar officer is appointed without the application or consent of such party, and such appointment

continues undischarged for a period of thirty (30) days; or the other party institutes (by petition, application, answer or otherwise) any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution, liquidation or similar proceeding under the laws of any jurisdiction, or any such proceeding is instituted against such party; or

(c) 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.

13.4 On termination of this Agreement for any reason:

(a) all licenses granted by Qubit under this Agreement shall immediately terminate;

(b) each party shall return or destroy as directed by the other party and make no further use of any equipment, property, Confidential Information and other items (and all copies of them) belonging to the other party; and

(c) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving or coming into effect after termination, shall not be affected or prejudiced.

14 FORCE MAJEURE

Except for a party's payment obligations, neither party shall have any liability to the other under or in connection with this Agreement if it is prevented from, or delayed in performing, its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of either party to this Agreement or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

15 VARIATION

15.1 Qubit may, from time to time and subject to Customer's prior written consent, which shall not be unreasonably withheld, delayed or conditioned, change the Services, provided that such changes do not materially affect the nature or quality of the Services and, where practicable, it will give the Customer at least one (1) month's notice of any change.

15.2 Subject to clause 15.1, no variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

16 WAIVER

16.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

16.2 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

17 SEVERABILITY

17.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

17.2 If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18 ENTIRE AGREEMENT

18.1 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

18.2 Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract), as expressly provided in this Agreement.

19 ASSIGNMENT

19.1 Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other such consent not to be unreasonably withheld, delayed or conditioned; provided, however that either party can assign to any of its Affiliates without the consent of the other.

19.2 Each party that has rights under this Agreement is acting on its own behalf and not for the benefit of another person.

20 NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

21 NO THIRD PARTY BENEFICIARIES

Except as expressly set forth herein, this Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties hereto. .

22 NOTICES

22.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party at the registered office address of such other party or as otherwise specified by the relevant party by notice in writing to the other party.

22.2 Any notice shall be deemed to have been duly received if delivered personally, when left at the address referred to in clause 22.1 or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

22.3 This clause 22 shall not apply to the service of any in any proceedings or other documents in any legal action.

22.4 A notice required to be given under or in connection with this Agreement shall not be validly served if sent by e-mail.

23 GOVERNING LAW AND JURISDICTION

23.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of the State of New York.

23.2 The parties irrevocably agree and unconditionally consent to the exclusive jurisdiction and venue of the courts of New York, whether federal or state, having jurisdiction in New York County, to settle any dispute or claim that arises out of, or in connection with, this Agreement or its subject matter or formation (including non-contractual disputes or claim). **EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY**