

TERMS OF SERVICE

PUBLISHERS

This Terms of Service and License Agreement is incorporated into that certain Insertion Order (the "IO") by and between VRTCAL ("VRTCAL") and you ("Publisher") as of the Effective Date stated in the IO. (Each a "Party" and, collectively, the "Parties"). VRTCAL Markets, Inc., is a company incorporated under the laws of the State of California, Santa Barbara County, having its principal place of business at: 10 E Yanonali Street, Santa Barbara, CA 93101. WHEREAS VRTCAL has developed certain proprietary technology, know-how and systems enabling the inclusion and optimization of advertisements. WHEREAS Subject to the terms and conditions of this Agreement, the parties wish to enter into this Agreement that will allow VRTCAL to optimize, serve and place certain advertisements ("Advertising") using the technology ("Technology") made available to Publisher, during the Term specified below. NOW THEREFORE, in consideration of the premises and the undertakings of the Parties herein contained, it is agreed as follows:

A. Services

A.1. Subject to the terms and conditions of this Agreement, VRTCAL hereby agrees to provide a service to Publisher, whereby VRTCAL will deliver Advertising, using the Technology, during the Term (the "Service(s)").

A.2. The Service, as provided to Publisher, may include, among other things, standard advertising management services, such as ad serving, trafficking, campaign management and the compilation of relevant statistical data.

A.3. VRTCAL's obligations under this Agreement shall be to (i) provide the Service enabling tags to Publisher, (ii) serve, optimize and deliver Advertising, and (iii) provide access to VRTCAL's' statistics and reporting in respect to the delivery of advertising.

A.4. For the purposes of delivering Interest Based Advertising (IBA), should the Publisher Opt-In and the end user not Opt-Out, VRTCAL may

pass on to Advertisers: device information on availability of payment enabled mobile wallets (examples: Apple Pay, Google Pay etc), and sensor information such as barometric pressure, accelerometer measurements, gyroscope measurements, device orientation, magnetic field measurements, direction of travel, motion activity (e.g. walking), or other similar sensor measurements. Refer to VRTCAL's Privacy Policy Advertisers for a complete list of parameters which may be used for IBA - <https://vrtcal.com/docs/PrivacyPolicy-Advertising.pdf>

B. Non Exclusive License Grant & Restrictions

B.1. Subject to the terms and conditions of this Agreement, VRTCAL hereby grants the Publisher a non-transferable, non-exclusive license to deploy and use the Technology in connection with the Publisher's site and/or applications (the "Publisher Content"). For the absence of doubt, Publisher is permitted to make use of the Technology only for the purpose of this Agreement, and use Technology solely for the Advertising served to and placed by VRTCAL.

B.2. Publisher shall not, and shall not allow or authorize any third party to: (1) decompile, disassemble, or otherwise reverse engineer (except to the extent that applicable law prohibits reverse engineering restrictions) or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming or interoperability interfaces of the Technology by any means whatsoever; (ii) provide, lease, lend, use for timesharing, service bureau or hosting purposes or otherwise use or allow others to use the Technology to or for the benefit of third parties, except as specifically licensed hereunder; (iii) remove VRTCAL, or any identification, or proprietary or copyright restrictions from the Technology; (iv) copy, modify, incorporate into or with other Technology, or create a derivative work of any part of the Technology; (v) use similar processes and functions to develop competing products or to maintain interoperability between products, or any part thereof; or (vi) develop methods to enable unauthorized parties to use the Technology.

C. Publisher Responsibilities

C.1. As between the Parties, Publisher shall be responsible for quality assurance (QA) testing all on its own expenses (not including the

Advertising QA).

C.2. Publisher shall use commercially reasonable efforts to provide even and consistent distribution of Advertising on Publisher Content.

C.3. Publisher shall not alter, modify or otherwise intentionally interfere with the operation of any of the Advertising or any link contained within any click-through Advertisement. Publisher shall promptly notify VRTCAL if Publisher suspects that any third party may be tampering with, abusing or manipulating the Technology or the Advertising. In the event of misuse and/or abuse of Technology or Advertising by Publisher, Publisher shall not be entitled to any revenue associated with the applicable campaign(s). Publisher acknowledges and agrees that VRTCAL shall, in its sole discretion, regularly review impressions, click-through or other actions with respect to Advertising. No payment will become due to Publisher for actions that VRTCAL determines, in its reasonable discretion, are fraudulent or improper. In addition, VRTCAL reserves the right to terminate this Agreement immediately, without giving Publisher an opportunity to cure, if VRTCAL reasonably determines that Publisher has in any way manipulated or used artificial means to increase impressions, click-through or other actions, or has encouraged or authorized others to do so.

C.4. Publisher will obtain consent and provide notification of how data is used and specify what data, including those in section A.4 if applicable, is shared as outlined in the DAA's Application of Self Regulatory Principles to the Mobile Environment:

http://digitaladvertisingalliance.org/sites/aboutads/files/DAA_files/DAA_Mobile_Guidance.pdf AND/OR NAI Code of Conduct, which can be found at https://www.networkadvertising.org/sites/default/files/nai_code2018.pdf, specifically:

II. Membership Requirements

B. TRANSPARENCY AND NOTICE

C. USER CONTROL

D. USE LIMITATIONS

Failure to adhere to aforementioned is considered a material breach of the Terms.

C.5. Publishers sending ad requests in the EU or from EU citizens residing outside of the EU to VRTCAL for the purposes of receiving targeted ads must meet the valid consent requirements as defined by GDPR. Failure to comply with the GDPR valid consent requirements is considered a material breach of the Terms.

C.6 Publishers must include VRTCAL in the ads.txt of each domain for site properties and in the app-ads.txt for each mobile app property.

D. Fees and Payments

D.1. During the Term of this Agreement, VRTCAL shall pay the Publisher based on agreed CPM rates, as reported by the VRTCAL reporting console unless an alternate reporting method is specifically agreed in writing. VRTCAL shall deliver to Publisher payment according to the terms of an executed Insertion Order.

D.2. VRTCAL shall be responsible for all invoicing, billings and collections from Advertisers. The revenues payment will be made to the Publisher by wire transfer or ACH payment in USD.

D.3. Each Party shall bear its own expenses (including but not limited to any tax obligations) relating to the activities and payments received under this Agreement. All sums payable under this Agreement are exclusive of VAT.

D.4. Notwithstanding the foregoing, if the total amount payable under Section D.1 is less than two hundred USD (\$200), VRTCAL shall have the right to withhold payment until the next regularly scheduled payment date on which the amount payable to Publisher equals or exceeds two hundred USD (\$200).

D.5. VRTCAL shall have no obligation to pay Publisher any payment or payments earned or reported for (i) invalid or fraudulent activity; (ii) unapproved Mobile Applications (as identified by bundleID data values) and

Sites; or (iii) any inventory in which VRTCAL has not itself received payments from a third party, including Advertisers.

D.6 VRTCAL campaigns and tags are not to be re-brokered/re-sold/otherwise transferred by the Publisher to other traffic vendors or publishers.

The Publisher shall ensure that campaigns and tags provided by VRTCAL do not appear on Mobile Applications, Sites or platforms other than those specifically agreed in writing and shall at all times strictly exclude traffic sources with the following content:

-) illegal
-) related to gambling/betting
-) of explicit/adult nature
-) inciting violent/hate
-) related to drugs/alcohol/tobacco
-) political
-) racially/religiously offensive

In the event of any suspected or proven breach by the Publisher of any of this D.6 term, the Publisher shall promptly notify a VRTCAL representative and work on resolving the issue with immediate effect. Any breach of this D.6 term can result in a reduction of payment or total non-payment to the Publisher, at the discretion of VRTCAL.

E. Intellectual Property & Ownership

E.1. All rights, title and interest of either party in its respective products, services, and intellectual property shall be held by such party and noting in the license granted above to be considered as a waiver of each party on any of its intellectual property rights. Except as specifically set forth in this Agreement, neither party is granted any right or interest or license to the intellectual property, know-how, trademarks, marks or trade names of the other party.

E.2. For avoidance of all doubts, VRTCAL represents that it is the exclusive

supplier of the Technology and the exclusive owner of all right, title and interest in and to the proprietary advertising technology used by VRTCAL to deliver the advertising and related services. In addition, VRTCAL represents that it is the exclusive owner of all right, title and interest in and to all software, databases and other aspects and technologies included in the Technology, and any enhancements thereto. Publisher shall not use the Technology, except pursuant to the limited rights expressly granted and as specifically set forth in this Agreement. Publisher acknowledges that VRTCAL shall retain all proprietary rights in the Technology (including all software, source codes, modifications, updates and enhancements thereof), VRTCAL Marks, or any derivatives thereof, and any other trademarks and logos which are owned or controlled by VRTCAL and made available to Publisher under this Agreement. VRTCAL acknowledges that Publisher and its licensors shall retain all proprietary rights in the Publisher Content (including all software, source codes, modifications, updates and enhancements thereof), or any derivatives thereof, and any trademarks and logos that are owned or controlled by Publisher.

F. Term & Termination

F.1. The parties agree that this Agreement commences on the Effective Date hereof and shall be in effect for a period of 1 year (the "Term"), unless otherwise terminated in accordance with Section F.2 below. Thereafter, this agreement shall be renewed automatically for additional periods of 1 year each (each, an "Extended Term". The term "Term" as used herein shall refer also to any Extended Term), whereby any party may deliver to the other party a written non-renewal notice, sixty (60) days prior to the end of the Term or any Extended Term, in which case this Agreement shall be terminated at the end of such Term or any Extended Term, as applicable.

F.2. The Agreement may be terminated as follows: Either Party may terminate this Agreement for convenience upon sixty (60) days prior written notice. Either Party may terminate this Agreement hereunder for default if the other Party: (i) Materially breaches this Agreement; provided, however, no right of default shall accrue until thirty (30) days after the defaulting Party is notified in writing of the material breach and has failed to cure or give adequate assurances of performance within the thirty (30)

day period after notice of material breach; and (ii) The other Party becomes the subject of a voluntary or involuntary proceeding concerning insolvency.

F.3. Any and all provisions or obligations contained in this Agreement which by their nature or effect are required or intended to be observed or performed after termination of this Agreement will survive the expiration or termination of this Agreement and remain binding upon and for the benefit of the parties, their successors and permitted assigns.

G. Warranty & Indemnification

G.1. Publisher agrees that it, as between the Parties, shall be solely and exclusively responsible for the Publisher Content, and that VRTCAL has no responsibility, other than with respect to Technology, under the terms of this Agreement, to review or approve the Content. Publisher warrants that, except for content created by a user of Publisher or other third party, Publisher Content shall not and does not: (a) infringe a third party's Intellectual Property Rights, especially copyrights or trademarks, (b) contain pornographic, violent or seditious information, (c) promote illegal drugs, and (d) intentionally contain viruses or similar programs that might harm data or computer systems.

G.2. Indemnification by VRTCAL. VRTCAL shall indemnify, defend, and hold Publisher and its officers, directors, employees, agents, successors, and assigns harmless from and against all third-party claims, suits, actions, damages, settlements, losses, liabilities, costs (including without limitation reasonable attorney's fees) and expenses arising from (i) any claim that the VRTCAL Services, Technology, and/or Content violates any applicable statute, regulation, or law, or infringes any Intellectual Property Rights or other legal rights of any third party; or (ii) any claim or suit that arises from the breach by VRTCAL of any portion of this Agreement, including, but not limited to, the terms and conditions contained within any exhibit, addendum, or amendment hereto.

G.3. Indemnification by Publisher. Publisher shall indemnify, defend, and hold VRTCAL and its officers, directors, employees, agents, successors, and assigns harmless from and against all third-party claims, suits, actions,

damages, settlements, losses, liabilities, costs (including without limitation reasonable attorney's fees) and expenses arising from (i) any claim that the use of the Publisher Content as contemplated by this Agreement violates any applicable statute, regulation, or law, or infringes any Intellectual Property Rights of any third party; (ii) any claim or suit that arises from the breach by Publisher of Section G.1 of this Agreement, including, but not limited to, the terms and conditions contained within any exhibit, addendum, or amendment hereto.

G.4. Indemnification Procedure. The indemnified Party will promptly notify the indemnifying Party in writing of any claim covered by the indemnification obligations set forth in Sections G.2. and G.3. above, as applicable, provided that the failure to provide such notice will not relieve the indemnifying Party of its indemnification obligations hereunder, except to the extent of any material prejudice directly resulting from such failure. The indemnifying Party will bear full responsibility for, and will have the right to solely control, the defense (including any settlements) of any such claim; provided, however, that (i) the indemnifying Party will keep the indemnified Party informed of, and consult with the indemnified Party in connection with the progress of such litigation or settlement and (ii) the indemnifying Party will not settle any such claim in a manner that does not unconditionally release the indemnified Party without the indemnified Party's written consent, not to be unreasonably withheld or delayed.

G.5. Cap on Indemnification Exposure. Each Party's maximum aggregate liability for its obligations under Sections G.2 through G.4 (as applicable) shall be the greater of (i) the amount paid by such Party's insurer for such liability or (ii) \$1,000,000.

H. Confidentiality

H.1. The term "Confidential Information" shall mean any and all information provided by either Party (hereinafter, when in such capacity, referred to as the "Disclosing Party") to the other Party (hereinafter, when in such capacity, referred to as the "Recipient") hereto which is not generally available to the public, including without limitation all technical, financial, vendor, customer, employee or market information, business

plans, business models, channel distribution agreements, marketing strategies, trade secrets, software, information system designs, intellectual property, or other proprietary information relating thereto; information disclosed in discussions that occur on or after the Effective Date of this agreement; and any other information designated as Confidential by the Disclosing Party orally or in writing, or, in the reasonable judgment of the Recipient, to be information that the Disclosing Party would consider confidential. The Confidential Information shall not be published or disclosed by the Recipient to any party other than Recipient's directors, officers, employees, representatives or advisors to the extent necessary to perform the Services hereunder and then only under written confidentiality obligations at least as restrictive as those in this Agreement. All Confidential Information belongs to the Disclosing Party and all documents or computer files containing same shall be returned to the Disclosing Party. Confidential Information, however, does not include information that: a) is now or subsequently becomes generally available to the public through no fault or breach on the part of the Recipient; b) the Recipient can demonstrate to have had rightfully in its possession without restriction on disclosure prior to disclosure to it by the Disclosing Party; c) is independently developed by the Recipient without the use of any Confidential Information; or d) the Recipient rightfully obtains from a third party without restriction on disclosure who has the right to transfer or disclose such Confidential Information. All Confidential Information, and any Derivatives thereof, whether created by the Recipient or the Disclosing Party, remains the property of the Disclosing Party and no license or other rights to Confidential Information are granted or implied hereby. For purposes of this Agreement, "Derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including any new material which may be protected by copyright, patent and/or trade secret. All information is provided "AS IS" and without any warranty, whether expressed or implied, as to its accuracy or completeness. The Recipient's obligation to protect the Disclosing Party's Confidential Information shall survive termination of this Agreement and until such Confidential Information is no longer deemed

Confidential pursuant this Agreement. Within ten (10) business days of receipt of the Disclosing Party's written request, the Recipient shall return to the Disclosing Party all documents (and copies thereof) furnished to it by the Disclosing Party and shall retain no copies or summaries thereof. The Recipient shall also destroy and retain no copies of all other Confidential Information prepared by the Recipient and such destruction shall be certified to the Disclosing Party by an authorized officer supervising such destruction. For purposes of this section the term "documents" includes all information fixed in any tangible medium of expression, in whatever form or format.

I. Limited Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY FOR (I) ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT OR (II) ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. EACH PARTY'S TOTAL, AGGREGATE LIABILITY TO THE OTHER PARTY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT IS LIMITED TO THE NET AMOUNT PAID OR PAYABLE TO PUBLISHER BY VRTCAL IN THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL NOT APPLY TO (A) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS G.2 THROUGH G.5 OR (B) A BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS.

J. Miscellaneous

J.1. The parties are separate contractors and no employer-employee relations shall be established between the parties or between a party and the other party's employees. The relationship between the parties is that of independent contractors. Neither party is an agent for the other, nor does neither party have any authority to make any contract, whether expressly or by implication, in the name of the other party, without that party's prior written consent for express purposes connected with the performance of this Agreement. No joint venture or partnership (in the strict legal sense) is

created or intended by this Agreement.

J.2. Each Party shall have the right to perform public relation to its business, including (a) with respect to Publisher, the Publisher Content and (b) with respect to VRTCAL, the Services and Technology and the availability of the Content. Each Party shall perform its public relations at its sole discretion. Neither Party may use the other's trademarks, marks, trade names, or any other Intellectual Property without the prior written consent of the owning Party.

J.3. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

J.4. This Agreement may not be modified or amended except by a written agreement signed by the parties hereto.

J.5. This Agreement shall for all purposes be governed by and construed in accordance with the laws of State of California (without reference to its conflict of laws principles) and the competent courts of Santa Barbara County shall have exclusive jurisdiction over any dispute hereunder.

J.6. Neither Party may assign this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of the other Party and any attempted assignment or transfer without such prior written consent will be null and void; provided, however, that either Party may assign its rights or delegate its duties under this Agreement, in whole or in part, without the other's consent, in connection with a merger, reorganization or sale of all, or substantially all, of the assignor's assets, provided that the successor entity shall have sufficient resources to fully perform this Agreement and shall assume the obligation to fully perform this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their permitted representatives, successors, and assigns.