This MASTER SERVICE AGREEMENT (the "**Agreement**") is entered into by your agreeing to these terms in our online signup form at AdYapper.com, and the Agreement is active as of that date. The parties involved are AdYapper, Inc. ("**AdYapper**") and the customer identified in the signup form (the "**Customer**") (each a "**party**", and collectively the "**parties**").

This Agreement governs your use of the any free services, paid services, software, data and websites (the "Service") provided by AdYapper. By using the Service you agree to be bound by these Terms, and our Privacy Policy. If you're using our Service on behalf of an organization or entity (the "Organization"), then you are agreeing to this Agreement on behalf of that Organization and you represent and warrant that you have the authority to bind the Organization to this Agreement. In that case, "you" and "your" refers to that Organization.

RECITALS

AdYapper is the leading provider of real time media analytics, viewability, and optimization services for display, video, and mobile ads.
Customer desires to trial or purchase AdYapper's Services

For the good and valuable consideration set forth herein, the parties agree as follows:

1. DEFINITIONS

1.1 "**Confidential Information**" means all written or oral information, disclosed by one party to the other that has been identified as confidential or that by its nature ought reasonably to be considered confidential. Information relating to the Service and the documentation is the Confidential Information of AdYapper. The Customer Content is the Confidential Information of Customer.

1.2 "**Customer Content**" means any and all data or content made available by Customer for use with or in the Service.

1.3 "**Fees**" means the Service fees specified in any Order Form.

1.4 "**Order Form**" means any document, incorporated into this Agreement, or any separate document entitled Order Form that is executed by an authorized representative of each party and that identifies the Services to be performed, the fees to be paid and other terms and conditions agreed upon by the Parties.

1.5 "**Service**" means the applicable service to be provided by AdYapper as set forth in any Order Form.

1.6 "**AdYapper Generated Data**" means any information, measurement, statistics, or other data collected or generated by the AdYapper system or Service.

2. SERVICES

2.1 Services. AdYapper will provide the Services to Customer as set forth in any Order Form.

2.2 Access Right. Subject to Customer's compliance with the terms and conditions contained in this Agreement, AdYapper hereby grants to Customer a non-exclusive, non-transferable, non-sublicenseable, revocable right to allow its employees and contractors authorized by it ("**Authorized Users**") to access the AdYapper hosted solution solely for the term of the applicable Order Form. Customer will ensure that all Authorized Users safeguard the applicable passwords. Customer will be responsible for all acts and omissions of Authorized Users and notify AdYapper immediately if it learns of any unauthorized use of any passwords or any other known or suspected breach of security.

2.3 License. Subject to Customer's compliance with the terms and conditions contained in this Agreement, AdYapper hereby grants to Customer a non-exclusive, non-transferable, non-sublicenseable, revocable license to access and use the AdYapper application programming interfaces (each an "**API**") made available to Customer by AdYapper solely for the purpose of facilitating the use of any Service, and for no other purpose.

2.4 Reservation of Right. AdYapper reserves all right, title and interest (including all intellectual property rights) in the Service. Except as expressly set out in this Agreement, this Agreement does not confer on the Customer any right, title or interest in the Service.

3. CUSTOMER RIGHTS AND RESPONSIBILITIES

3.1 Availability of Customer Content. Customer will make available all Customer Content reasonably requested by AdYapper and necessary for AdYapper to provide the Services. Customer warrants that it will obtain all third party licenses, consents and permissions needed for AdYapper to use the Customer Content. Customer grants to AdYapper a royalty-free, license during the Term to use the Customer Content for the purpose of performing the Service and as otherwise contemplated by this Agreement.

3.2 Ad Tags. Customer will implement AdYapper ad tags in accordance with the reasonable directions provided by AdYapper.

3.3 Cookies. By default, AdYapper does not set any cookies associated with any Customer Ads without Customer's approval. AdYapper will, however, upon your request, set AdYapper cookies in connection with Customer advertisements. Customer warrants that it has obtained all third party licenses, consents and permissions needed for AdYapper to set cookies and use any data collected by such cookies as contemplated by this Agreement, including any Order.

3.4 Reservation of Right. As between Customer and AdYapper, Customer reserves all right, title and interest (including all intellectual property rights) in the Customer Content. Except as expressly set out in this Agreement, this Agreement does not confer on AdYapper any right, title or interest in the Customer Content.

3.5 Restrictions. Customer will not: (a) modify, translate or create derivative works of the Service, (b) reverse engineer or otherwise attempt to obtain any source code to the Service, (c) provide any third party with access to the Service or use the Service for any third party, (d) use the Service to build a similar or competitive product or service, (e) use any device or software that damages, interferes with or disrupts the Service, or (f) use the Service in a manner inconsistent with the documentation or this Agreement. For the avoidance of doubt, the parties state that all references to Services herein include references to any AdYapper API.

3.6 Data Usage. AdYapper has the right to retain and utilize AdYapper Generated Data for the limited purposes of: (a) internal reporting and analysis, (b) external reporting and analysis to third parties, provided that such AdYapper Generated Data does not identify the Customer, and (c) utilize data for media optimization purposes. For example, we may share information publicly to show industry trends, allow Customers or third parties to access aggregated, anonymized data across accounts to extend the usefulness of the service, and utilize aggregated data to improve the service's effectiveness in optimizing media.

4. CONFIDENTIAL INFORMATION

4.1 Restrictions on Use. During this Agreement, each party will have access to certain Confidential Information of the other Party. Each party agrees: (a) not to disclose the Confidential Information of the other Party to anyone except its employees, contractors and advisors on a strict need to know basis and subject to a written duty of confidence, (b) to use the Confidential Information strictly for the performance or receipt of this Agreement, and (c) to use commercially reasonable efforts to protect the confidentiality of the other Party's Confidential Information.

4.2 Exceptions. The provisions of Section 4.1 will not apply to Section 3.6 "Data Usage", or Confidential Information that (a) is or becomes publicly available through no fault of the recipient, (b) is already in the recipient's possession at the time of its disclosure without any duty of confidence, or (c) is independently developed by the recipient without use of or reference to the disclosing party's Confidential Information. Notwithstanding the foregoing, each party may disclose Confidential Information to the extent required: (1) by securities laws, (2) to comply with the order of a court or other governmental body, or as necessary to comply with applicable law, or (3) to establish or preserve a party's rights under this Agreement.

5. FEES. Customer will pay to AdYapper the Fees in accordance with any Order Form they agree to. Unless otherwise agreed in writing, AdYapper will issue invoices in arrears that will be due and payable thirty (30) days after receipt. All invoices will be in the currency indicated on Order Form and exclude all sales, value added and other taxes. Interest will accrue on late payments at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

6. MARKETING. AdYapper may refer to Customer as an AdYapper customer on AdYapper's website and in sales presentations, and may use Customer's trade marks for such purposes. Neither party will issue a press release announcing its relationship with the other party without the other party's prior approval, not to be unreasonably withheld or delayed.

7. WARRANTY DISCLAIMER; LIMITATIONS ON LIABILITY.

7.1 General Representations. Each party hereby represents and warrants: (a) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (b) that the execution and performance of the Agreement will not conflict with or violate any provision of any law having applicability to such Party; and (c) that the Agreement, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such Party in accordance with its terms.

7.2 Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, INCLUDING ANY ORDER FORM, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE. ADYAPPER DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS, THAT THE SERVICES WILL BE WITHOUT INTERRUPTION OR ERROR-FREE.

7.3 Disclaimer of Indirect Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, INTERRUPTION OF SERVICE, OR LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT WILL ADYAPPER BE LIABLE FOR THE PROCUREMENT OF SUBSTITUTE SERVICES.

7.4 Limitations on Liability. ADYAPPER'S MAXIMUM AGGREGATE LIABILITY UNDER ANY ORDER FORM WILL NOT EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY ADYAPPER UNDER SUCH SCHEDULE DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE FIRST DATE ON WHICH THE LIABILITY AROSE.

8. INDEMNIFICATION.

8.1 AdYapper Indemnity. AdYapper will indemnify, defend and hold Customer, its directors, officers, employees and representatives (each a "**Customer Indemnified Party**"), harmless from and against any and all losses, damages, liability, costs and expenses awarded by a court or agreed upon in settlement, as well as all reasonable and related attorneys' fees and court costs, (collectively "**Losses**") arising out of any third party claim alleging that the Services infringe any patent or copyright or breaches any AdYapper warranty.

8.2 Exclusions. Section 8.1 will not apply if the alleged claim arises, in whole or in part, from (i) a breach of this Agreement, including a use or modification of the Services by Customer in a manner outside the scope of any right granted, (ii) a combination, operation or use of the Services with other software, hardware or technology not provided or authorized by AdYapper if the claim would not have arisen but for the combination, operation or use, or (iii) the Customer Content (any of the foregoing circumstances under clauses (i), (ii) or (iii) will be collectively referred to as a "**Customer Indemnity Responsibility**").

8.3 Customer Indemnity. Customer will indemnify, defend and hold harmless AdYapper, its directors, officers, employees and representatives (each a "**AdYapper Indemnified Party**"), from and against any and all Losses arising out of any third party claim alleging a Customer breach of any Customer warranty or arising out of any Customer Indemnity Responsibility.

8.4 Indemnification Process. The foregoing indemnification obligations are conditioned on the indemnified party: (a) notifying the indemnifying party promptly in writing of such action, (b) reasonably cooperating and assisting in such defense and (c) giving sole control of the defense and any related settlement negotiations to the indemnifying party with the understanding that the indemnifying party may not settle any claim in a manner that admits guilt or otherwise prejudices the indemnified party, without consent

8.5 Infringement. If any Service is, or in AdYapper's opinion, is likely to become the subject of any infringement-related claim, then

AdYapper will, at its expense and in its discretion: (a) procure for Customer the right to continue using the Service; (b) replace or modify the infringing technology or material so that the Service becomes non-infringing and remains materially functionally equivalent; or (c) terminate the Order Form pursuant to which the Service is provided and give Customer a refund for any pre-paid but unused fees. THE PROVISIONS OF THIS SECTION 8 STATE ADYAPPER'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY CLAIM THAT THE SERVICES OR THE ASSURANCE PLATFORM INFRINGE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHT.

9. TERM AND TERMINATION.

9.1 <u>Term</u>**.** By checking the box in our signup form, you agree to the terms of this agreement and that continues unless terminated in accordance with this Section 9 or as otherwise expressly provided in this Agreement (the "<u>Term</u>").

9.2 <u>Termination</u>**.** Either party may terminate this Agreement or any Schedule, at its discretion, effective immediately upon written notice to the other if the other party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving written notice.

9.3 <u>Suspension of Service(s)</u>**.** At any time during the Term, AdYapper may, immediately upon notice to Customer, suspend access to any Service or any campaign, at its discretion including for the following reasons: (a) a threat to the technical security or technical integrity of the Services or (b) any amount due under this Agreement is not received by AdYapper within fifteen (15) days after it was due.

10. GENERAL

10.1 <u>Assignment</u>**.** This Agreement cannot be assigned by either Customer or AdYapper without the prior written consent of the other; provided, however, that AdYapper may assign this Agreement to any person or entity that is an affiliate, or acquires by sale, merger or otherwise, all or substantially all of its assets, stock or business. Any attempted assignment or delegation in violation of this Section 9.1 will be null, void and of no effect.

10.2 <u>Notices</u>**.** All notices, consents, and approvals under this Agreement must be delivered via email and will be effective upon receipt. Either party may change its address by giving notice of the new address to the other party.

10.3 <u>Governing Law; Disputes</u>**.** This Agreement will be governed by the laws of the State of Illinois, without reference to its conflicts of law principles. The United Nations Convention for the International Sale of Goods will not apply to this Agreement. Any dispute, controversy or claim arising out of or relating to this Agreement, will be made exclusively in the state or federal courts located in Cook County, IL and both parties hereby submit to the jurisdiction and venue of such courts.

10.4 <u>No Third Party Beneficiaries</u>. The parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

10.5 <u>Construction</u>. The parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

10.6 <u>Force Majeure</u>. Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party. The affected party will use reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

10.7 <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties.