TERMS OF SERVICE

PUBLISHERS

VRTCAL offers two (2) types of Services to Publishers: (1) Advertising Services and (2) SaaS Services. The two (2) types of Services are offered separately and are both available on the VRTCAL platform, through a Publisher account.

1. Advertising Services

A. Advertising Services and Technology

By creating a VRTCAL account or having executed a VRTCAL Insertion Order, Publisher agrees that it has the authority to be bound by these Terms of Service ("Terms"). Publisher includes publishers and developers for mobile applications, mobile sites, OTT (over-the-top), and Smart TV platforms (which we collectively refer to as "Digital Media Properties").

VRTCAL utilizes published information of the Google and Apple application stores, for example, connected television directories and channel listings, and third-party aggregators of such data to help verify Publisher ownership. E-mail accounts and domains must always match verified Publisher ownership. The only exception to the ownership requirement is when the Digital Media Properties are exclusively managed ("Control") by Publisher. Failure to comply with the ownership or Control requirements is considered a material breach of these Terms.

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 and delivery, ancillary services and reporting, campaign management, compilation of relevant statistical data, integration methods, and mediation.

A.3. VRTCAL's obligations under this Agreement shall be to (i) provide the

Service enabling Advertising 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. The Technology, as provided to Publisher, includes all technologies and know-how of VRTCAL to provide the Services, as described in section A.2.

A.5. Should Publisher Opt-In and the end user not Opt-Out, VRTCAL may receive and share: device information on availability of payment enabled mobile wallets (examples: Apple Pay, Google Pay etc), cohort IDs, 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. The aforementioned does not apply where subject to GDPR regulations. Refer to VRTCAL's Privacy Policy Advertisers for details on User Information - https://vrtcal.com/docs/PrivacyPolicy-Advertising.pdf.

A.6. Integration methods with Publisher for the delivery of the Service can depend on Publisher technical capabilities, requirements or preferences. VRTCAL constantly develops new Technology, including Publisher integration methods. Publisher may change and/or add new integration methods with VRTCAL, subsequent to the execution of an Insertion Order or account creation. Examples of integration methods are, but not limited to, APIs, Server-to-Servers, JS Tags, RTB, Pre-bid clients and servers, SDKs, and VAST & DAAST Tags.

B. Non Exclusive License Grant & Restrictions

B.1. Subject to the Terms and Conditions of this Agreement, VRTCAL hereby grants Publisher a non-transferable, non-exclusive license to deploy and use the Technology in connection with Publisher's Digital Media Property (the "Publisher Content"). For the absence of doubt, Publisher is permitted to make use of the Technology only for the purpose of this Agreement.

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

Publisher verifies that all Digital Media Properties submitted for approval by VRTCAL are owned or Controlled by Publisher, and Publisher Controls the applicable app-ads.txt and ads.txt files. Failure to comply with the ownership or Control requirements is considered a material breach of these Terms.

C.1. Publisher shall be responsible for its own quality assurance (QA) testing and its own expenses.

C.2. Publisher shall use commercially reasonable efforts to provide even and consistent distribution of Advertising on Publisher Content through normal human behavior, to avoid any indications of invalid or fraudulent activities.

C.3. Publisher shall not alter, modify or otherwise intentionally interfere with the operation of any of the Advertising or any link or content contained within any Advertising. 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-throughs 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-throughs or other actions, or has encouraged or authorized others to do so.

C.4. Privacy

Publisher shall prominently display a privacy policy on each of the applicable domains and adhere to that privacy policy's representations.

Publisher will obtain consent and provide notification of how data is used and specify what data, including those in section A.5 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 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.

VRTCAL participates in the IAB Europe Transparency & Consent Framework and complies with its Specifications and Policies. VRTCAL's identification

number within the framework is 706.

Publishers sending ad requests from other legal jurisdictions shall adhere to the respective regulatory requirements regarding data privacy, transparency, opt-in or opt-out requirements and any and all applicable legal requirements.

Publisher represents and warrants to VRTCAL that: (a) it complies with the Children's Online Privacy Protection Act ("COPPA") in the collection and use of "Personal Information" (as defined by COPPA) from children under 13 years old; (b) it does not and will not transmit or otherwise make available to VRTCAL any inventory directed to children under 13 years old; and (c) it does not and will not transmit or otherwise make available to VRTCAL any inventory, information, or other data related to or from any End-User that is a child (i) under the age of 13, if the child is located in the U.S., or (ii) under the age for valid consent as defined by the laws or regulations of the given jurisdiction in which the child resides, if the child is located outside the U.S.

Publishers sending ad requests from the state of California must provide the user with the opportunity to Opt-out of the sale of the their personal information as defined in the California Consumer Privacy Act (CCPA). VRTCAL is a signatory of the "Limited Service Provider Agreement" under the IAB CCPA Framework and supports the processing of ad requests from California consumers based on whether they have Opted-Out as provided in the technical signals provided by the Publisher. In the absence of these signals, VRTCAL will interpret device based "limit ad tracking" signals originating from California as also indicating that consumers have opted out of the "sale" of their personal information.

Publisher and VRTCAL understand that as between the Parties, each Party owns all data such Party collects. Such data includes without limitation: information provided by End-Users in response to an Advertisement and any reports created, compiled, analyzed, or derived by a Party with respect to such End-User Information, including any information collected or received through APIs, Server-to-Servers, JS Tags, RTB, Pre-bid clients and servers, SDKs, and VAST & DAAST Tags, or any other integration methods. VRTCAL has the right to collect, use, disclose, and transfer such data for any

purpose which is consistent with VRTCAL's Privacy Policy.

C.6. Publisher shall include VRTCAL's inclusions in the app-ads.txt and ads.txt of each applicable domain. Publisher shall record all applicable domains in its VRTCAL account. VRTCAL will perform periodic automated and manual web searches to verify the VRTCAL's continued inclusions.

C.7. Publisher herein Opts-In to the VRTCAL policy for device information. Refer to VRTCAL's Privacy Policy Advertisers for details on User Information - https://vrtcal.com/docs/PrivacyPolicy-Advertising.pdf..

C.8. These Terms will be periodically updated for various reasons, such as, but not limited to, improving transparency, industry compliance and improving VRTCAL operations. Publisher is responsible to periodically review these Terms.

D. Fees and Payments

D.1. During the Term of this Agreement, VRTCAL shall pay Publisher based on agreed CPM rates and CPM rates managed by Publisher in the VRTCAL account located on vrtcal.com, as reported by the VRTCAL reporting console. VRTCAL shall deliver to Publisher approved payments 45 days after each monthly reporting period.

D.2. VRTCAL shall be responsible for all invoicing, billings and collections from Advertisers. The revenue payments will be made to Publisher by wire transfer or ACH payment in USD. Publisher is responsible for providing VRTCAL and maintaining correct banking and W-9 information in the VRTCAL account. VRTCAL reserves the right to deduct $25 as a pass-through banking institution charge for each wire transfer. Any banking costs for returned wire transfers and ACH payments to Publisher will be deducted from the amounts due to Publisher.

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 one hundred USD ($100) for US bank accounts (ACH payments) or two hundred USD ($200) for non-US bank accounts (wire transfers), 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 those amounts.

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 or unverified mobile applications (as identified by bundleID data values) and Digital Media properties; or (iii) any inventory in which VRTCAL has not itself received payments from a third-party, including Advertisers. Invalid and fraudulent activities include, but are not limited to, non human activities, atypical user behaviors, app laundering, hidden impressions, and manipulation and falsification of data. Upon determination of any invalid or fraudulent activities, Publisher account will be closed and any unpaid earnings to Publisher will be withheld.

D.6 VRTCAL ad campaigns, APIs, Server-to-Servers, JS Tags, RTB, Pre-bid clients and servers, SDKs, and VAST & DAAST Tags, or any other demand source types, are not to be re-brokered/re-sold/otherwise transferred by Publisher to other traffic vendors or publishers.

Publisher shall ensure that Advertising, Services and Technology provided by VRTCAL do not appear on Digital Media Properties other than those specifically approved 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 illegal drugs, cannibus and alcohol/tobacco
- political
- racially/religiously offensive

In the event of any suspected or proven breach by Publisher of any of this D.6 Term, 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 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 nothing in the license granted above is to be considered as a waiver of each party on any of is 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 rights, 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 rights, 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 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 and its affiliates.

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 (one) 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 Publisher 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 and any Publisher technologies 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) $100,000.

H. Confidentiality

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 THREE 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 relations 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 Party's consent, but with the obligation to inform the other Party, 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.

2. <u>SaaS Services</u>

Thank you for selecting any of the SaaS Services offered by VRTCAL. Review these Terms thoroughly. This Agreement is between you the Publisher and VRTCAL. By creating a VRTCAL account or having executed a VRTCAL Insertion Order and providing your payment information, accessing and using the SaaS Services, you agree to these Terms. If you do not agree to this Agreement, then you may not use the SaaS Services.

A. SaaS Services Agreement

This Agreement describes the Terms governing your use of the VRTCAL SaaS Services provided to you, (collectively, the "SaaS Services"). It includes by reference:

- VRTCAL's Privacy Policy provided to you on the website or provided to you otherwise.
- The above provided Terms for Advertising Services.
- Any Terms provided separately to you for the SaaS Services.

You must be at least 18 years of age to use the SaaS Services. By accessing or using our SaaS Services you agree that:

- You can form a binding contract with VRTCAL;
- You are not a person who is prohibited from receiving the SaaS Services under the laws of the United States, or any other applicable jurisdiction; and
- You will comply with this Agreement and all applicable local, state, national, and international laws, rules, and regulations.

The SaaS Services are provided on a per usage basis. You can stop your usage of the Saas Services at any time and will be billed monthly, accordingly.

Additional Services on the VRTCAL platform are optional Services provided by third-parties, such as a bad ad blocking service or invalid traffic reporting service. Should you choose to utilize Additional Services, you may be required to agree to the terms with the respective third-party(s), seperately.   You can stop your usage of the Additional Services at any time

through toggle capabilities in your account and will be billed monthly, accordingly. VRTCAL is NOT responsible for the delivery, success or failure of the Additional Services from any third-parties and their applicable terms that you agreed. VRTCAL is ONLY a connector of the services to you and the biller for the third-parties.   The ONLY intention of VRTCAL's offering of the Additional Services by the third-parties is to provide you combined reporting in one location and to help you eliminate fixed costs or set up costs for similar types of services.

B. Your Rights to use the SaaS Services

B.1. The SaaS Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted the right to use the SaaS Services and only for the purposes described by VRTCAL. VRTCAL reserves all other rights in the SaaS Services. Until termination of this Agreement and as long as you meet any applicable payment obligations and otherwise comply with this Agreement, VRTCAL grants to you a limited, nonexclusive, nontransferable right and license to use the SaaS Services.

B.2. You agree not to use, nor permit any third-party to use, the SaaS Services or content in a manner that violates any applicable law, regulation or this Agreement. You agree you will not:

- Provide access to or give any part of the SaaS Services to any third-party.
- Reproduce, modify, copy, sell, trade, lease, rent, or resell the SaaS Services.
- Decompile, disassemble, or reverse engineer the SaaS Services.
- Make the SaaS Services available on any file-sharing or application hosting service.

C. Payment and Taxes. For SaaS Services offered on a usage basis, the following Terms apply if you are the User paying for the SaaS Services, unless VRTCAL notifies you otherwise in writing.

1. Payments will be billed to you in USD and your account will be debited automatically on a monthly basis for your usage of the SaaS Services, unless stated otherwise in writing.

2. You will be billed based on your usage and the published rates of the SaaS Services. VRTCAL will list rates on its website for Inbound Server and Outbound Data, Server and Storage usage. You agree to pay these usage rates and will periodically review these listed usage rates, as they may periodically change from time to time, and they may materially affect your bills. You may have usage rates that are different from the listed usage rates on the website, which can ONLY be agreed in writing with VRTCAL. You may buy reserved instances for your Server usage, which will reduce the Server usage cost portion on your bill.

3. For any Additional Services you have started, the rates for your usage are listed on the website and will be itemized in your VRTCAL bill in USD. You agree to pay these rates and will periodically review these listed rates of the Additional Services, as they may change from time to time, and they may materially affect your bills. You may have Additional Services usage rates that are different from the listed rates, which can ONLY be agreed in writing with VRTCAL.

4. The following is the format for calculating a normal monthly bill for SaaS Services. VRTCAL offers different SaaS Services and the applicable rates and calculations may vary. Current rates are published on our website for the SaaS Services offered.
    i. Inbound Server Usage: $x.xxxxx per million inbound ad unit requests
    ii. Outbound Data Usage: $x.xxxxx for every 1 million outbound ad or bid requests per billable period;
    iii. Outbound Server Usage: $x.xxxxx for every 1 million outbound ad or bid requests per billable period;
    iv. Outbound Storage Usage: $x.xxxxx for every 1 million outbound ad or bid requests per billable period;
    v. Additional Services: $x.xxxxx for every 1 thousand ad impressions per billable period; and
    vi. Any applicable taxes that VRTCAL is aware.

5. You must pay with one of the following:
    i. A valid credit card acceptable to VRTCAL;
    ii. A valid debit card acceptable to VRTCAL; or
    iii. By another payment option VRTCAL approves for you in writing.

6. If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse any use of the SaaS Services and Additional Services.
7. If you do not notify us of updates to your payment method (e.g., credit card expiration date), to avoid interruption of the SaaS Services and Additional Services, we may participate in programs supported by your card provider (e.g., updater services, recurring billing programs, etc.) to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.
8. VRTCAL will automatically renew your SaaS Services and Additional Services at the then current rates, unless the SaaS Services and/or Additional Services are cancelled or terminated under this Agreement.
9. Additional cancellation or renewal terms may be provided to you on the website for the SaaS Services and Additional Services.
10. To start your usage of the SaaS Services, VRTCAL will process a small validation charge of your payment method. A failure of a validation will result in the denial of your usage of the SaaS Services and Additional Services.
11. VRTCAL may run periodic validations on your payment method. A failure of a validation can result in the stoppage of your usage of the SaaS Services and Additional Services.
12. VRTCAL will invoice you on a monthly bases and your payment method will be transacted on or around the 3rd day of the following month.

D. Your Personal Information. You can view VRTCAL's Privacy Policies provided on the website. You agree to the applicable VRTCAL Privacy Policies, and any changes published by VRTCAL. You agree that VRTCAL may use and maintain your data according to the VRTCAL Privacy Policies, as part of the SaaS Services. You give VRTCAL permission to combine identifiable and non-identifiable information you enter or upload to the SaaS Services with that of other users of the SaaS Services. For example, this means that VRTCAL may use your and other users' non-identifiable, aggregated data to improve the SaaS Services or to design promotions and provide ways for you to compare business practices with other users.

VRTCAL is a global company and may access or store personal information in multiple countries, including countries outside of your own country to the extent permitted by applicable law.

E. Content and Use of the SaaS Services

E.1. Responsibility for Content and Use of the SaaS Services

Content includes any data, information, materials, text, graphics, images, music, software, audio, video, works of authorship of any kind, that are uploaded, transmitted, passed, processed, posted, generated, stored, or otherwise made available through the SaaS Services ("Content"), which will include without limitation any Content that account holders (including you) provide through your use of the SaaS Services. By making your Content available through your use of the SaaS Services, you grant VRTCAL a worldwide, royalty-free, non-exclusive license to host and use your Content. Archive your Content frequently. You are responsible for any lost or unrecoverable Content. You must provide all required and appropriate warnings, information and disclosures. VRTCAL is not responsible for any of your Content or data that you submit, pass or process through the SaaS Services.

E.2. Restricted Use of the SaaS Services

E.2.1. You agree not to use, nor permit any third-party to use, process or pass, the SaaS Services to upload, post, distribute, link to, publish, reproduce, engage in, promote or transmit any of the following, including but not limited to:

i. Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that is excessively violent, incites or threatens violence, encourages would encourage "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;

ii. Content that would impersonate someone else or falsely represent your identity or qualifications, or that may constitute a breach of any individual's privacy; is illegally unfair or deceptive, or creates a safety or health risk to an individual to the public;

iii. Except as permitted by VRTCAL in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;

iv. Virus, Trojan horse, worm or other disruptive or harmful software or data; and

v. Any information, software or Content that you do not own or have the right to use which is not legally yours and without permission from the copyright owner or intellectual property rights owners thereof.

E.2.2. You shall not, and shall not permit any users of the SaaS Services or any other party to, engage in, solicit, or promote any activity that is objectionable or may be illegal, violates the rights of others, is likely to cause notoriety, harm or damage to the reputation of VRTCAL or could subject VRTCAL to liability to third-parties, including: (i) unauthorized access, monitoring, interference with, or use of the SaaS Services or third-party accounts, data, computers, systems or networks; (ii) interference with others' use of the SaaS Services or any system or network, including mail bombing, broadcast or denial of service attacks; (iii) unauthorized collection or use of personal or confidential information, including phishing, pharming, spidering, and harvesting; (iv) viewing or other use of any Content that, in VRTCAL's opinion, is prohibited under this Agreement; (v) any other activity that places VRTCAL in the position of fostering, or having potential or actual liability for, illegal activity in any jurisdiction; or (vi) attempting to probe, scan, penetrate or test the vulnerability of an VRTCAL system or network or to breach VRTCAL's security or authentication measures, whether by passive or intrusive techniques. VRTCAL reserves the right to not authorize and may terminate your use of the SaaS Services based on reasonable suspicion of your activities, business, products or services that are objectionable or promote, support or engage in any of the restricted uses described above.

You shall have no right, title or interest in and to the SaaS Services, which rights of ownership will always be held by VRTCAL.

You acknowledge that the SaaS Services are not intended for permanent storage and agree not to use the SaaS Services for general archiving or

back-up purposes. You also agree not to store "critical" data on the SaaS Services.

E.3. Community Forums. VRTCAL may provide a community forum for users of its SaaS Service or other social features to exchange Content and information with other users of the SaaS Services. VRTCAL does not support and is not responsible for the Content in these community forums. Please use respect when you interact with other users. Do not reveal information that you do not want to make public. Users may post hypertext links to content of third-parties for which VRTCAL is not responsible.

E.4. VRTCAL may freely use feedback you provide. You agree that VRTCAL may use your feedback, suggestions, or ideas in any way, including in future modifications of the SaaS Services, other products or services, advertising or marketing materials. You grant VRTCAL a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to VRTCAL in any way.

E.5. VRTCAL may monitor your Content. VRTCAL may, but has no obligation to, monitor access to or use of the SaaS Services or Content or to review or edit any Content for the purpose of operating the SaaS Services, to ensure compliance with this Agreement, and to comply with applicable law or other legal requirements. We may disclose any information necessary to satisfy our legal obligations, protect VRTCAL or its customers, or operate the SaaS Services properly. VRTCAL, in its sole discretion, may refuse to post, remove, or refuse to remove, or disable any Content, in whole or in part, that is alleged to be, or that we consider to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

F. Additional Terms

F.1. We may tell you about other VRTCAL Services. You may be offered other Services or promotions by VRTCAL ("Other Services"). Additional Terms and Conditions and fees may apply. You grant VRTCAL permission to use information about your business and experience to help us to provide the Other Services to you and to enhance the SaaS Services. You grant VRTCAL permission to combine your business data, if any, with that of others in a way that does not identify you or any individual personally. You

also grant VRTCAL permission to share or publish summary results relating to research data and to distribute or license such data to third-parties.

F.2. Communications. VRTCAL may be required by law to send Communications to you that may pertain to the SaaS Services. Additionally, certain third-party services you choose may require direct Communications with third-parties who administer these programs. You agree that we and others who administer such services (as applicable), may send Communications to you by e-mail and/or may make Communications available to you by posting them on our website. You consent to receive these Communications electronically. The term "Communications" means any notice, record, agreement, or other type of information that is made available to you or received from you in connection with the SaaS Services or third-party services.

F.3. You will manage your passwords and accept updates. You are responsible for securely managing your password(s) for the SaaS Services and to contact VRTCAL if you become aware of any unauthorized access to your account. The SaaS Services may periodically be updated with tools, utilities, improvements, third-party applications, or general updates to improve the SaaS Services. You agree to receive these updates.

F.4. You are responsible for you own advertiser reporting, revenue and collections. Publisher's advertiser (demand partner) relationships are your own. The advertisers pay you directly when you use the SaaS Services. An advertiser's availability in VRTCAL's list of demand partners for S2S, RTB or any other integration types does not certify or guarantee your nor their reporting and revenue. VRTCAL's addition of a demand partner to its lists simply means their integration was tested and confirmed for reporting at that time and was within a normal industry variation. Some demand partners will always have variations and it is the Publisher's responsibility to approve each advertiser. If an advertiser's variation is above normal to you, you have the ability to set a Gross Margin Markup for some integration types to compensate for a variation. Your advertisers' reporting and revenue are solely your responsibility to confirm and continually monitor. Advertisers make changes periodically, and VRTCAL encourages you to continually monitor your advertisers' reporting and revenue. VRTCAL's API reporting integrations with your advertisers cannot be relied upon, because

changes can be frequent and advertiser reporting can be inaccurate. VRTCAL is in no way responsible for any advertiser reporting, revenue or collections.

G. DISCLAIMER OF WARRANTIES

G.1. YOUR USE OF THE SAAS SERVICES AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SAAS SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VRTCAL, ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY,"SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SAAS SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OF CONTENT IN OR LINKED TO THE SAAS SERVICES. VRTCAL AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SAAS SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES ARE LIMITED TO 30 DAYS FROM THE DATE DELIVERY OF THE SAAS SERVICES.

G.2. VRTCAL, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SAAS SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

H. LIMITATION OF LIABILITY AND INDEMNITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS OR THE SAAS SERVICES AGREEMENT(S) TO THE CONTRARY. THE ENTIRE LIABILITY OF VRTCAL, ITS AFFILIATES AND SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SAAS SERVICES DURING THE THREE (3) MONTHS PRIOR TO SUCH CLAIM TIMES (X) TWENTY PERCENT (20%). SUBJECT TO APPLICABLE LAW, VRTCAL, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL

DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET VRTCAL SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF VRTCAL AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF VRTCAL, ITS AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SAAS SERVICES AND ITS USE.

You agree to indemnify and hold VRTCAL and its Affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the SaaS Services or breach of this Agreement (collectively referred to as "Claims"). VRTCAL reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by VRTCAL in the defense of any Claims.

I. Changes. We reserve the right to modify this Agreement, in our sole discretion, at any time. Such modifications will be included in this Agreement and posted on our website. We may also change or discontinue the SaaS Services, in whole or in part. It is important that you periodically review this Agreement because VRTCAL will periodically update the Terms for your continued use of the SaaS Services.

J. Termination. VRTCAL may, in its sole discretion and without notice, restrict, deny, terminate this Agreement or suspend the SaaS Services, related or other Services, effective immediately, in whole or in part, if we determine that your use of the SaaS Services violates the Agreement, is improper or substantially exceeds or differs from normal use by other users, raises suspicion of fraud, misuse, security concern, illegal activity or unauthorized access issues, to protect the integrity or availability of the SaaS Services or systems and comply with applicable VRTCAL policy, or if you no longer agree to receive electronic communications, or if your use of the SaaS Services conflicts with VRTCAL's interests or those of another user of the SaaS Services. Upon termination, you must immediately stop using the SaaS Services and any outstanding payments will become due. Any

termination of this Agreement shall not affect VRTCAL's rights to any payments due to it. Sections B.2, C through L will survive and remain in effect even if the Saas Services Agreement is terminated.

K. Governing Law. This Agreement for SaaS Services 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.

L. General. This Agreement for SaaS Services is the entire agreement between you and VRTCAL regarding its subject matter and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. Any license of VRTCAL SaaS Services and support are made pursuant solely to the Terms and Conditions of this Agreement. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining Terms will be valid and enforceable. You may not assign or transfer ownership of this Agreement to anyone without written approval of VRTCAL. However, VRTCAL may assign or transfer this Agreement without your consent to (a) an affiliate, (b) a company through a sale of assets by VRTCAL or (c) a successor by merger or acquisition. Any assignment in violation of this Section shall be void. If you want to request a transfer of this Agreement, contact VRTCAL via an e-mail to: finance@vrtcal.com.