

By accepting these Publisher Terms (this **"Agreement"**) and establishing an online account (the **"Account"**) with Content.ad, a division of BroadSpring, Inc. (**"Content.ad"**), the publisher establishing the Account (**"Publisher"** or **"you"**) acknowledges and agrees that it is forming a valid and binding agreement between Content.ad and the Publisher.

This Agreement governs Publisher's use of the Content.ad Widget (as defined below). Publisher must agree to this Agreement in order to use the Content.ad Widget or establish an Account. If Publisher uses the Content.ad Widget, establishes an Account and/or clicks to sign in and/or agree to this Agreement when presented, Content.ad will understand this as Publisher's acceptance of this Agreement and its agreement to all of the terms and conditions set forth herein. If you are accepting this Agreement on behalf of Publisher, you represent and warrant that you have full legal authority to bind Publisher to this Agreement. If you do not have such authority, then you may not use the Content.ad Widget or the Account on behalf of Publisher and you must discontinue all use of the Content.ad Widget immediately. This Agreement is effective as of the effective date set forth below (the **"Effective Date"**).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Content.ad and Publisher hereby agree as follows:

1. **Content.ad Widget; Publisher Websites**

- a. Content.ad is a provider of an advertising network (the **"Content.ad Network"**) whereby it manages the placement of advertisements made available on websites and/or software applications via its proprietary software and API (the **"Content.ad Widget"**).
- b. Publisher desires to use the Content.ad Widget on the Publisher Websites designated from time to time within the Account (and the underlying web pages therein) (collectively, the **"Publisher Websites"**) so as to enable visitors to the Publisher Websites to view the advertisements made available via the Content.ad Network.
- c. Publisher hereby represents and warrants that, (i) it owns, operates and/or controls the Publisher Websites, (ii) it owns or has valid rights in and to the content appearing on the Publisher Websites, (iii) it has the full right and authority to grant the rights granted hereunder; and (iv) the Publisher Websites and Content.ad's use of the Publisher Websites will not infringe upon the rights of any third party.
- d. Publisher and Content.ad acknowledge and agree that the Publisher Websites include those websites/URLs that are designated by Publisher from time to time during the term of this Agreement within the Account. Notwithstanding any portion of the foregoing to the contrary, Publisher acknowledges and agrees that Content.ad may (i) immediately suspend or terminate Publisher's use of, or remove, the Content.ad Widget, or (ii) require that Publisher immediately suspend or terminate Publisher's use of, or remove, the Content.ad Widget, on or from any given Publisher Website, or a portion thereof, for any or no reason, in Content.ad's sole discretion, upon prior notice to Publisher.

2. **Accounts and Security**

- a. **Eligibility.** You represent that you are an adult and have the legal capacity to enter into a contract in the jurisdiction where you reside.
- b. **Account.** To access the Content.ad Network and/or the Content.ad Widget, you must establish an Account. You can create an Account by completing the registration process through the Content.ad website.

- c. *Account Security.* Maintaining account security is very important. You are entirely responsible for maintaining the confidentiality of your Account password. You agree to notify Content.ad immediately if you believe that an Account password may have been compromised.
- d. *Account Sharing or Transfers.* You may not share or transfer any Account, except that you may permit your minor child to use an Account registered to you so long as you accept full responsibility for the conduct of that child. You may not disclose your password to anyone else.
- e. *Cancellation by You.* You have the right to cancel any Account registered to you at any time. You may cancel any Account registered to you by sending a request to cancel your Account to support@content.ad.
- f. *Termination by Content.ad.* Content.ad reserves the right to deny service to any person in Content.ad's sole and absolute discretion for any reason. The Content.ad Widget is offered with the understanding that Content.ad may terminate any Account registered to you and/or your access to the Content.ad Widget at any time, for any reason or no reason, including without limitation for any violation of this Agreement. Content.ad may stop offering and/or supporting the Content.ad Network, the Content.ad Widget or any portion thereof at any time.
- g. *Effect of Account Cancellation or Termination.* If you voluntarily terminate an Account or allow an Account to lapse, you may reactivate that Account at any time through the Account interface through the Content.ad website. Accounts terminated by Content.ad for any type of abuse, including without limitation a violation of this Agreement, may not be reactivated for any reason.

3. Campaign Term

The term of this Agreement shall commence on the date that Publisher establishes an account with Content.ad (the **"Effective Date"**) and terminate on the date that this Agreement is terminated by Publisher or Content.ad, as set forth in Section 7(a) below. The provisions of Sections 4, 5, 7, and 9 through 14 shall survive any expiration or termination of this Agreement.

4. Revenue Share

Publisher shall receive a percentage of all Adjusted Gross Revenue as displayed on the Account. **"Adjusted Gross Revenue"** means gross revenue actually generated by Content.ad in a given calendar month from advertisements displayed on the Publisher Websites via the Content.ad Network and Content.ad Widget, less (a) credits issued to advertisers by Content.ad, and/or (b) bad debt expense incurred by Content.ad.

5. Additional Payment Terms

- a. *Reporting.* Content.ad software and servers shall track all revenue and number of impressions on Publisher Websites each calendar month. The Publisher acknowledges and agrees that, subject to this Section 5, Content.ad's reports and statistics will be controlling for all purposes, including, without limitation, calculation of payments due under this Agreement. If and to the extent that Content.ad makes available to Publisher any real-time (or near real-time) online reporting, the information presented in any such online reporting shall at all times be subject to customary calendar month-end adjustments made by Content.ad in its sole discretion.

- b. *Payment.* The Adjusted Gross Revenue payments shall be made by Content.ad, with respect to a given calendar month in which revenue was actually generated, no later than the 30th day after the end of such month. No payments will be issued for any amounts less than \$50.00 USD; provided, however, that within 30 days after the end of the calendar month in which this Agreement is terminated or expires, Content.ad shall pay to Publisher all amounts payable under this Agreement, regardless of whether such amount is less than \$50.00 USD. During the term of this Agreement, all un-issued earnings will rollover to the next pay period. Notwithstanding the foregoing, if Publisher has past due payments to Content.ad and is also an advertiser using the Content.ad Widget, Content.ad shall have the right to withhold or offset all payments due to Publisher until Content.ad receives all payments due to Content.ad.
- c. *Withholding Payment.* Notwithstanding any other provision of this Agreement, Content.ad shall not be liable to Publisher or any third party for and will not pay any revenue share payment or any payment for impressions, page views or click-throughs that Content.ad believes, in its sole discretion, is the result of (i) "Non-Approved Implementations" as such term is defined below and/or (ii) means that are invalid, automated, deceptive and/or fraudulent, or which may, without limitation, be generated by or originate from any person or which may originate without limitation from automatic openings, spiders, robots, automated programs, browser toolbars, adware or spyware, requests in e-mail or chat rooms, script generators, placing and using the Content.ad Widget in a manner for which it is not intended to be placed or used, impressions which are not generated by a browser, impressions which are not preceded by an active act of a human end user, and impressions that Content.ad and/or a third party advertiser otherwise determine, in their sole discretion, to be of poor quality (collectively, "**Artificial Traffic**"). Publisher shall take commercially reasonable steps to prevent such Artificial Traffic by blocking IP addresses and/or Publisher's user accounts associated with such Artificial Traffic. Publisher shall cooperate with Content.ad in any investigation of possible Artificial Traffic, including access to Publisher's access logs and other customer and affiliate information, to the extent that such cooperation by the Publisher is commercially reasonable and not in violation of any agreement between the Publisher and a third party. If Content.ad determines the Publisher has knowingly engaged in or facilitated Artificial Traffic, then Content.ad may consider such engagement a material breach of this Agreement and, in addition to its other rights and remedies, Content.ad may terminate this Agreement effective upon notice and withhold payment up to the amount generated through Artificial Traffic. For purposes hereof, "Non-Approved Implementations" means implementing, placing and using the Content.ad Widget in a manner for which it is not intended to be implemented, placed or used and/or has the intent or effect of causing artificially or fraudulently induced clicks or impressions, including, without limitation, implementing, placing or using the Content.ad Widget such that (i) the Content.ad Widget takes up more than fifty percent (50%) of the initially visible portion of any page of the Publisher Websites when such page loads, (ii) users must click on the Content.ad Widget in order to view the Publisher Websites or content contained therein, (iii) the Content.ad Widget "pops over" content on the Publisher Websites when a page loads, and/or (iv) more than five (5) instances of the Content.ad Widget are present on any one (1) page of the Publisher Websites.
- d. *Right to Set-off.* Content.ad may, from time to time (and for clarity, in any given payment period), and in its sole discretion, set-off, withhold, credit or recoup from any and all amounts payable to Publisher, any and all amounts paid or reimbursed to advertisers or other third parties on account of Artificial Traffic, regardless of whether any such payment or any obligation to pay is contingent or arises out of or relates to this Agreement, or whether payment is then due. The rights described in this Section 5 are in addition to any other rights and remedies available under this Agreement or applicable law.
- e. *Taxes.* Content.ad assumes no responsibility for paying any taxes on behalf of Publisher.
- f. *No Guarantees.* PUBLISHER UNDERSTANDS AND ACKNOWLEDGES THAT THERE IS NO GUARANTEE THAT ANY REVENUE (INCLUDING WITHOUT LIMITATION ANY MINIMUM LEVEL OF REVENUE) WILL BE GENERATED AS A RESULT OF

THIS AGREEMENT. CONTENT.AD UNDERSTANDS AND ACKNOWLEDGES THAT THERE IS NO GUARANTEE THAT ANY IMPRESSIONS (INCLUDING WITHOUT LIMITATION ANY MINIMUM LEVEL OF IMPRESSIONS) OF ADS WILL BE GENERATED AS A RESULT OF THIS AGREEMENT.

g. *Audit.* Content.ad will maintain full, correct and complete books and records and supporting documentation pertaining to impressions served hereunder and payment therefor ("**Content.ad Records**") for a period of one year following the last delivery of impressions under this Agreement. During the term of this Agreement and for a period of one year thereafter, Publisher will be entitled, at its expense, either directly or through an independent accounting firm (an "**Auditor**"), to audit the Content.ad Records for the purpose of verifying all amounts payable or paid by Content.ad hereunder and compliance with this Agreement (an "**Audit**"). Audits will take place not more often than once per calendar year, during Content.ad's normal business hours upon not less than ten business days prior written notice, and will be conducted in a manner that does not unreasonably interfere with Content.ad's normal business operations. If an Audit uncovers any non-compliance with this Agreement, error in the Content.ad Records or discrepancy between the Content.ad Records and amounts paid to Publisher, Content.ad shall promptly correct such non-compliance, error or discrepancy, and the responsible party shall promptly pay, as applicable, any and all amounts necessary to reconcile such discrepancy. Anything herein to the contrary notwithstanding, if any Audit uncovers an underpayment by Content.ad that is greater than five percent of the amount actually due during the period audited, then Content.ad shall reimburse Publisher for the actual costs of such Audit.

6. Placement Requirements

a. Content.ad shall use its reasonable efforts to make available to Publisher, via the Account, online tools that will allow Publisher to develop and design the Content.ad Widget for implementation by Publisher on the Publisher Websites. At Publisher's reasonable request, and subject to Content.ad's prior agreement, Content.ad may develop, design and deliver, or assist Publisher in developing and designing, the Content.ad Widget for implementation by Publisher on the Publisher Websites. Content.ad reserves the right to approve, or require modifications to, any implementation and/or placement of the Content.ad Widget by Publisher on the Publisher Websites, in each case, in Content.ad's sole discretion.

b. Publisher grants Content.ad the right during the term of this Agreement (i) to interact with the Content.ad Widget on the Publisher Websites for the purposes of developing and serving advertisements; and (ii) to use Publisher's name and logo when referring to Content.ad's customers in Content.ad marketing materials. Publisher further agrees (i) not to take any action that might impede Content.ad's provision of the Content.ad Widget; and (ii) to comply with the Federal Trade Commission's Disclosure Guidelines by including an attribution to Content.ad (in a form that has either been provided by Content.ad or approved by Content.ad) or a reference/statement that advertisements/links arising from the Content.ad Widget are "Sponsored" or "Promoted" or other similar reference (collectively, the "Ad Attribution"). Content.ad shall have the right to immediately remove the Content.ad Widget from, or otherwise suspend or terminate the Content.ad Widget on, the Publisher Websites if Publisher fails to include the Ad Attribution. In addition, Publisher agrees that in order to facilitate maintenance and optimization of the Content.ad Widget, Content.ad may at any time during the term of the Agreement conduct tests on how users interact with the Publisher Websites and the Content.ad Widget.

c. Publisher agrees that it will not, either by itself or by authorizing or encouraging others to do so, directly or indirectly: (a) use, post or promote the Content.ad Widget in association with any material or content which is, or which may be reasonably considered to be illegal, unlawful or infringing under any applicable laws, pornographic, obscene, promotional of illicit drugs and drug paraphernalia, gambling-related, weapon or ammunition-related, violent, libelous, defamatory, indecent, seditious, offensive, invasive to privacy, abusive, threatening, harmful, vulgar, possibly capable of

inciting racial hatred, discriminatory (racially, ethnically or otherwise), in breach of confidence or any other right of any third party, or lacking in necessary authorizations, approvals, consents or licenses; (b) engage in any action or practice that disparages or devalues Content.ad, the Content.ad Widget, the Content.ad Network, or the reliability, reputation or goodwill of any of them; (c) modify, change, edit, amend, truncate, alter, bypass or reorder any aspect of the ads on the Content.ad Widget; (d) conduct or facilitate any Artificial Traffic; (e) copy, crawl, index, cache or store any information derived by Content.ad, or contained in the Content.ad Widget; or (f) provide Content.ad any personally identifiable information concerning any user or other person. Content.ad shall have the right to immediately remove the Content.ad Widget from, or otherwise suspend or terminate the Content.ad Widget on, the Publisher Websites if Publisher fails to comply with the foregoing.

7. Rights to Terminate Agreement

- a. Publisher or Content.ad has the right to terminate this Agreement upon seventy-two (72) hours written notice to the other party for any or no reason. Upon any such termination, Publisher shall remove the Content.ad Widget from the Publisher Websites and all of the underlying webpages therein.
- b. Content.ad will be responsible for paying for all impressions served and all Adjusted Gross Revenue until the Content.ad Widget is removed from all of the Publisher Websites.

8. Publisher's Right to Reject Individual Ads

Content.ad shall be solely responsible for determining, placing and displaying, in its sole discretion, advertisements on or within the Content.ad Network and Content.ad Widget on the Publisher Websites. Notwithstanding the foregoing, Publisher has the right to request, upon prior written notice, the removal of any individual link to sponsored content that is displayed within the Content.ad Widget, for any reason. These links will be removed within one (1) business day following Content.ad's receipt thereof.

9. Ownership

Between the parties, Content.ad owns all intellectual property rights in the Content.ad Widget and Publisher owns all intellectual property rights in the Publisher Website.

10. Indemnification

- a. Publisher will defend, indemnify, and hold Content.ad and its affiliates and their respective officers, directors, shareholders, attorneys, representatives, contractors, and employees, and all of their respective successors, heirs, personal representatives and assigns, harmless from and against any and all claims, damages, liabilities, charges, recoveries, judgments, penalties, and costs and expenses (including reasonable attorneys' fees) that may be obtained against, imposed upon or suffered by Content.ad and/or its affiliates as a result of, arising from or relating to (i) any breach by Publisher of its representations, warranties or covenants contained herein, or (ii) a claim that the Publisher Websites or any of its content violates a third party trademark, trade secret, copyright, patent or privacy right.
- b. A party claiming indemnification pursuant to this Section 10 (the "Indemnified Party") shall promptly notify the party against whom such indemnification is brought against (the "Indemnifying Party") of any such claim of which it becomes aware and shall: (i) at the Indemnifying Party's expense, provide reasonable cooperation to the Indemnifying

Party in connection with the defense or settlement of any such claim, and (ii) at the Indemnified Party's expense, be entitled to participate in the defense of any such claim. In no event shall the Indemnifying Party enter into any settlement or agree to any disposition of the indemnified claim(s), without the prior written consent of the Indemnified Party.

11. Limitation of Liability

a. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, CONTENT.AD WILL NOT BE LIABLE TO PUBLISHER OR ANY THIRD PARTY FOR ANY LOSS OF BUSINESS OR PROFITS, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, EVEN IF CONTENT.AD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PUBLISHER ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT. IN ADDITION, CONTENT.AD WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS, OR FOR ANY LOST DATA OR CONTENT CAUSED BY ITS PRODUCTS, SERVICES OR WEBSITES.

b. UNDER NO CIRCUMSTANCES SHALL CONTENT.AD'S TOTAL LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY CLAIMS HEREUNDER, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, INFRINGEMENT OR ANY OTHER LEGAL THEORY, EXCEED \$1,000. PUBLISHER ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT.

12. Confidential Information

"Confidential Information" shall mean any and all oral or written information that is identified as confidential and is provided by one party to the other. Neither Publisher nor Content.ad shall disclose or use the other party's Confidential Information for any purpose other than the purposes contemplated by this Agreement, unless such disclosure or use is allowed by written permission of the other party. Notwithstanding any other provisions hereof, either party may disclose the other party's Confidential Information to the extent required by applicable law, but only after five (5) days prior written notification to the other party of such required disclosure. Upon termination, cancellation or expiration of this Agreement for any reason, or upon request by either party, all Confidential Information of the requesting party, together with any copies thereof, shall be returned to that party or certified destroyed. Publisher's Confidential Information shall remain the property of Publisher, and Content.ad's Confidential Information shall remain the property of Content.ad.

13. Governing Law; Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to conflict of law principles. Except as provided in Section 14 below (and claims proceeding in any small claims court), all disputes arising out of or related to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located within Los Angeles, California and each party agrees to submit to the personal jurisdiction and venue of such courts.

14. Binding Arbitration

a. ++Publisher and Content.ad agree that, except as provided in Section 14(d) below, all disputes, controversies and

claims related to this Agreement (each a "Claim"), shall be finally and exclusively resolved by binding arbitration, which may be initiated by either party by sending a written notice requesting arbitration to the other party. Any election to arbitrate by one Party shall be final and binding on the other. The arbitration will be conducted under the Streamlined Arbitration Rules and Procedures of JAMS that are in effect at the time the arbitration is initiated (the "JAMS Rules") and under the terms set forth in this Agreement. In the event of a conflict between the terms set forth in this Section 14 and the JAMS Rules, the terms in this Section 14 will control and prevail.

Except as otherwise set forth in Section 14(d), you may seek any remedies available to you under federal, state or local laws in an arbitration action. As part of the arbitration, both parties will have the opportunity for discovery of non-privileged information that is relevant to the Claim. The arbitrator will provide a written statement of the arbitrator's decision regarding the Claim, the award given and the arbitrator's findings and conclusions on which the arbitrator's decision is based. The determination of whether a Claim is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Except as otherwise provided in this Agreement, (i) Publisher and Content.ad may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator; and (ii) the arbitrator's decision shall be final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law. BY AGREEING TO THIS ARBITRATION PROVISION, PUBLISHER UNDERSTANDS THAT PUBLISHER AND CONTENT.AD WAIVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

b. *Location.* The arbitration will take place in Los Angeles, California unless the parties agree to video, phone and/or internet connection appearances.

c. *Limitations.* Publisher and Content.ad agree that any arbitration shall be limited to the Claim between Content.ad and Publisher individually. PUBLISHER AND CONTENT.AD AGREE THAT (A) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (B) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (C) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER ARBITRATION.

d. *Exceptions to Arbitration.* Publisher and Content.ad agree that the following Claims are not subject to the above provisions concerning negotiations and binding arbitration: (i) any Claim seeking to enforce or protect, or concerning the validity of, any of Publisher or Content.ad's intellectual property rights; (ii) any Claim related to, or arising from, allegations of theft, piracy or invasion of privacy; and (iii) any Claim for equitable relief. Notwithstanding the other provisions of this Section 14, each party acknowledges that any breach of this Agreement by a party, including, without limitation, any breach by a party of its confidentiality obligations or negative covenants hereunder, may cause the non-breaching party irreparable harm for which there may be no adequate remedy at law and, in such case, the breaching party agrees that the non-breaching party shall be entitled to obtain equitable relief by injunction or otherwise, in any court of competent jurisdiction, without the obligation of proving damages or posting a bond or surety. In addition to the foregoing, either Party may assert an individual action in small claims court for Claims that are within the scope of such court's jurisdiction in lieu of arbitration.

e. *Arbitration Fees.* If Publisher initiates arbitration for a Claim, Publisher will need to pay the JAMS arbitration filing fee. If Content.ad initiates arbitration for a Claim, Content.ad will pay all costs charged by JAMS for filing the arbitration. All other fees and costs of the arbitration will be charged pursuant to the JAMS Rules.

f. *Severability.* Publisher and Content.ad agree that if any portion this Section 14 is found illegal or unenforceable

(except any portion of Section 14(d)), that portion shall be severed and the remainder of the Section shall be given full force and effect. If Section 14(d) is found to be illegal or unenforceable then neither Publisher nor Content.ad will elect to arbitrate any Claim falling within that portion of Section 14(d) found to be illegal or unenforceable and such Claim shall be exclusively decided by a court of competent jurisdiction within the County of Los Angeles, State of California, United States of America, and Publisher and Content.ad agree to submit to the personal jurisdiction of that court.

15. Agreement with Tipalti, Inc.

This is an Agreement between you and Tipalti, Inc., ("**Tipalti**") and governs your usage of the Tipalti Payment Processing Services. In order to receive payments from Content.ad, you must register with Tipalti for its Payment Processing Services. Through this Agreement, you are appointing Tipalti as your agent for the limited purpose of receiving payments from Content.ad on your behalf. Tipalti's receipt of payment shall satisfy and extinguish Content.ad's obligation to you for the payment. Unless the payment is reversed or returned for any reason, upon Tipalti's acceptance of the payment, Tipalti shall be liable to you for the amount of the payment, and you shall have no other recourse. All Information received by Tipalti in connection with the Tipalti Services is subject to the Content.ad's privacy policy. Neither you nor Tipalti shall be liable for special, incidental, indirect, or any other type of consequential damage. Tipalti shall not be liable to you for any amounts other than the amount of the payment that Tipalti accepts on your behalf. This Agreement is governed by California law, and jurisdiction shall be exclusively in the competent Courts of Santa Clara County, California. Tipalti may amend this Agreement by posting a revised version on its website which shall include 30-days' prior notice of any material changes being effective. Tipalti, Inc. is located at 1810 Gateway Drive, Suite 260, San Mateo, CA 94404 USA.

16. Referral Program

- a. *Referrals.* Publisher may identify to Content.ad certain Target Publishers from time to time. Content.ad shall be under no obligation to approve a Target Publisher as a Content Publisher. Content.ad will evaluate each Target Publisher and determine whether such Target Publisher shall become a Content Publisher in its sole discretion. Should a Target Publisher has enter into a Content Publisher Agreement with Content.ad, as a result of that Agreement or Publisher referrals hereunder, Publisher will be entitled to a Commission as set forth in Section 16.b below. Also, the Content Publisher you referred, will receive an additional 5% rev share from your referral. For the avoidance of doubt, Content.ad will at no time have any obligation to enter into a Content Publisher Agreement with any Target Publisher identified by Publisher, the determination of which will be made in the sole discretion of Content.ad.
- b. *Billing, Collections and Commissions.* With respect to each given Content Publisher, within thirty (30) days of the end of each calendar month of the applicable Payment Term for such Content Publisher, Content.ad shall provide to Publisher a statement containing information as shall be required to determine the Commission. Together with each such statement, Content.ad shall remit payment to Publisher a commission payment equal to 5% of Net Revenue earned by Content Publisher through Content.ad (net after Fraudulent Adjustments) in the given calendar month (a "**Commission**"). Also, the Content Publisher you referred will receive an additional 5% rev share from your referral. For the avoidance of doubt, no Commission will be payable (i) with respect to a given Content Publisher, following the applicable Payment Term, (ii) with respect to any Excluded Publisher, and (iii) following the expiration or termination of this Agreement.
- c. *Eligibility.* The referral program is only available to Publisher upon approval by Content.Ad.
- d. *Term.* The term of this Agreement shall commence on the date the Target Publisher signs up with Content.ad and shall continue for one (1) year (the "**Term**").

17. Other Terms

a. This Agreement and any rights or obligations hereunder shall not be assigned or delegated by Publisher without the prior written consent of Content.ad, which shall not be unreasonably withheld. The rights and obligations of each party hereunder shall inure to the benefit of its respective successors and assigns.

b. This Agreement constitutes the entire agreement and understanding of the parties in respect of its subject matters and supersedes all prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof. No amendment, supplement, modification or waiver of this

Publisher: _____ **Effective Date:** _____

Name: _____ **Title:** _____ **Signature:** _____