



Digital Remedy Publisher Master Service Agreement

This Digital Remedy Publisher Master Service Agreement (“Agreement”) is entered into by CPX Interactive, LLC dba Digital Remedy, a New York Limited Liability Company (“DIGITAL REMEDY”) and You (“Publisher” or “Service Provider”) that accepts this Agreement, whether by click-through agreement or by signing an insertion order (“IO”). This Agreement governs advertising delivered through Publisher’s Website(s) or platform(s) (the “Publisher’s Site(s)”).

Digital Remedy and Publisher agree as follows:

- A. DIGITAL REMEDY plans advertising campaigns and buys advertising media on behalf of its clients;
- B. Publisher sells certain advertising products and services that it is willing to make available in support of DIGITAL REMEDY’s clients’ advertising campaigns; and
- C. Publisher desires to sell and DIGITAL REMEDY desires to purchase certain of Publisher’s products and services in accordance with the terms set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1) Definitions

- a) “Advertising Material” means the text, graphics, logos, designs, trademarks and copyrights for any type of advertising including, but not limited to, buttons, banners, text-links, pop-ups, and pop-unders is created by an advertiser.
- b) “Advertiser(s)” means one or more customers of DIGITAL REMEDY which create the Advertising Material, and authorizes DIGITAL REMEDY Interactive as its agent to include it on the Publisher’s Site(s).
- c) “Approved Monthly Delivery” means the amount of inventory to be delivered for each calendar month of the campaign as stated in the Order.
- d) “Approved Monthly Spend” means the amount of money that DIGITAL REMEDY sets as spending limit, and for which it will be liable for any calendar month if specified under a particular Order.
- e) “DIGITAL REMEDY HTML Insertion Code” means the code in which Publishers are permitted to use Advertising Material delivered to the Publisher’s Site(s).
- f) “DIGITAL REMEDY Network” means the advertising network owned and operated by DIGITAL REMEDY.
- g) “Impressions” means the number of times Advertising Material is served to a person visiting the Publisher’s Site(s).
- h) “Order” means an insertion order that is submitted by DIGITAL REMEDY and is accepted by Publisher, or an online order via the Internet, which is a proposal that is submitted by Publisher in response to a request for proposal and is accepted by DIGITAL REMEDY.

- i) “Publisher Earnings” and “DIGITAL REMEDY Earnings”. “Publisher Earnings” means the total revenue DIGITAL REMEDY generates by running advertising campaigns for Publisher using the Advertising Materials less “DIGITAL REMEDY Earnings” and subject to the Total Spend that may be established under an Order. “DIGITAL REMEDY Earnings” are calculated at the campaign level at the sole and absolute discretion of DIGITAL REMEDY. DIGITAL REMEDY evaluates each advertising campaign and makes relative earnings calculations based upon a number of factors including the type of campaign metric (e.g., CPM, CPC, CPA), the performance of the campaign, technology costs, and other factors relating to the campaign, the performance of Publisher’s site(s) and DIGITAL REMEDY’s Network as a whole.
- j) “Total Spend” means the maximum amount of money for which DIGITAL REMEDY will be liable under the Order.
- k) “Unique Click” means the number of times, as recorded by DIGITAL REMEDY’s server, a person visiting Publisher’s Site(s), as identified by cookie or IP address, clicks on Advertising Material, provided however, that a click on Advertising Material by a particular visitor shall only be counted as a Unique Click once every 24-hour period.

1. Order, Delivery, and Adjustments.

1.1. Relationship. From time to time, the parties may negotiate the terms of Orders under which Publisher will deliver Advertising Material for advertising campaigns to its Site(s) for the benefit of each Advertiser.

1.2. Orders. Each Order shall specify at the placement level: (a) the types of inventory to be delivered (e.g., impressions, clicks, or other desired actions); (b) the prices for such inventory; and if specified by DIGITAL REMEDY (c) the Total Spend. Using such factors, the Order shall set forth the Approved Monthly Delivery and the Approved Monthly Spend. Publisher’s delivery of the first Advertising Material as specified in an Order shall be deemed Publisher’s acceptance of the Order’s specifications, terms and conditions, including any payment rates.

1.3. Publisher’s Delivery. Publisher shall ensure reasonably even delivery of Advertising Material based on the monthly contracted amount as stated in the Order. Publisher’s over-delivery of Advertising Material shall not relieve Publisher of such obligation, nor obligate DIGITAL REMEDY to pay more than the total monthly contracted amount as stated in the Order. In the case of under delivery, DIGITAL REMEDY shall have the right to decrease the Approved Monthly Spend for the current month, as well as for all remaining calendar months in the campaign, to an amount that would result from Publisher’s current actual rate of Delivery. The decrease to the Approved Monthly Spend(s), and a corresponding decrease to the Total Spend, shall be effective as of the date of the request by DIGITAL REMEDY. In any event, Publisher is obligated to deliver evenly based on the most recent Order.

1.4. Adjustments to Orders. The parties may make adjustment to Orders, via revised insertion orders, as that term is generally understood in the industry, when signed by both parties or when accepted via e-mail. These adjustments may include changes in the price at the placement level, changes in the inventory desired at the placement level, or changes in the contracted amount at the placement level.

2. Invoicing and Payment.

2.1. Payment. Within 60 days after the last day of each calendar month for a specific campaign, DIGITAL REMEDY will pay Publisher its Publisher Earnings for Advertising Material actually delivered by Publisher to each of Publisher's Site(s) approved by DIGITAL REMEDY during the applicable calendar month and for which DIGITAL REMEDY has been paid by the Advertiser in accordance with Section 3.2 herein, subject to the applicable Order's specifications, terms and conditions. Publisher acknowledges that DIGITAL REMEDY bills its Advertisers, and pays its Publishers, based on actual delivery. Additionally there is a minimum threshold on publisher payments in the amount of \$100 dollars and any publisher below this threshold will receive payment when the cumulative reaches the minimum.

2.2. Liability for Publisher's Revenue. Publisher understands and agrees that DIGITAL REMEDY acts solely as an agent for the Advertisers; and that DIGITAL REMEDY shall only be liable to Publisher for Publishers Revenue based on payments from Advertisers that it has received without restrictions that constitute immediately-available funds to DIGITAL REMEDY (hereinafter called "Cleared Funds"). DIGITAL REMEDY agrees to make every reasonable effort to bill, collect and clear payment from the Advertisers on a timely basis. DIGITAL REMEDY, reserves the absolute right not to make any payments if the Publisher violates any of the terms and conditions set forth herein. DIGITAL REMEDY shall not pay for clicks generated from DIGITAL REMEDY house banners. Clicks from DIGITAL REMEDY house banners will result in no revenue for Publisher.

2.3. Invoicing and Payments.

2.3.1. If Publisher Submits an Invoice. Publisher shall ensure that invoices display Advertisers name, Media Plan number, and the time period being billed. Publisher shall invoice each campaign separately on a calendar monthly basis, in the month following delivery. Invoices shall be based on actual delivery amounts, not contracted numbers. All invoices received by DIGITAL REMEDY will be considered final and correct after 60 days of receipt unless DIGITAL REMEDY disputes the accuracy of an invoice by a written notice to Publisher, in case the dispute shall be resolved as provided herein.

2.3.2. If Publisher Does Not Submit an Invoice DIGITAL REMEDY makes its own final determination of the Publisher's due balances on the first day of the calendar month after the previous calendar month of services. This determination shall be calculated based on the amount of traffic as counted by the DIGITAL REMEDY tracking system, multiplied by the fixed rate or revenue share percentage, as agreed to in the Order and as it is displayed in the publishers information within the DIGITAL REMEDY system. Publisher shall notify DIGITAL REMEDY in writing that it disputes the calculation within 75 days after the last calendar day of the month in question. All DIGITAL REMEDY calculated payments after that period shall be deemed to be correct and final.

2.4. Disputes.

2.4.1. If Publisher issues an invoice. If Publisher issues an invoice, and DIGITAL REMEDY disputes all or a portion it, DIGITAL REMEDY shall pay the part of the invoice that is undisputed. The

disputed part of the invoice shall be negotiated between the parties until agreement is reached and DIGITAL REMEDY shall then pay the agreed upon price of the disputed amount.

2.4.2. If Publisher does not issue an invoice. If Publisher disputes all or part of a balance calculated by DIGITAL REMEDY according to its tracking system, DIGITAL REMEDY shall pay the undisputed part, and the disputed part shall be negotiated between the parties until agreement is reached, and DIGITAL REMEDY shall then pay the agreed upon amount

2.5. Taxes. DIGITAL REMEDY assumes no responsibility for paying income taxes on behalf of Publisher. By participating in the DIGITAL REMEDY Network, Publisher assumes complete and sole responsibility for any taxes owed as a consequence thereof. DIGITAL REMEDY shall provide Publisher with appropriate tax information, including earnings on Form 1099. Publisher residing in the United States agree to provide their Social Security number or Federal Employee Identification Number to DIGITAL REMEDY for tax reporting purposes. In no event will payments be made on accounts that have not provided proper tax identification information. Such information will be used for no purpose other than for tax reporting purposes. International Publishers may be asked to complete appropriate forms for tax purposes.

3. Content and Advertising Materials.

3.1. Linking and Trafficking Guidelines. Prior to displaying the first Advertising Materials specified in an Order, DIGITAL REMEDY shall provide Publisher with linking instructions, URL, banner, and alternative text for the Advertising Material. DIGITAL REMEDY may make changes to any such Advertising Material upon 48 hours' notice, via e-mail, telephone or fax. Publisher shall process such changes so as to deliver the Advertising Material correctly, clearly, and at the times and frequencies specified by DIGITAL REMEDY. In the event Publisher fails to run the Advertising Material properly, DIGITAL REMEDY may require appropriate delivery of additional Advertising Material and/or a proportional or total reduction in amounts payable.

3.2. Delivery of Advertising Material. DIGITAL REMEDY shall provide all Advertising Material to Publisher via servers at DIGITAL REMEDY. DIGITAL REMEDY shall issue Orders to Publisher, and shall provide Publisher with appropriate linking instructions to the DIGITAL REMEDY servers. Publisher shall obtain the Advertising Materials from the DIGITAL REMEDY services at the time of delivery the Advertising Materials for a specific advertisement. If Publisher is unable to obtain the Advertising Materials from the DIGITAL REMEDY servers on a consistent basis, Publisher shall cease delivering Advertising Material and shall contact DIGITAL REMEDY promptly, but in no event more than one business day after the problem first occurred. Publisher shall not resume the display of Advertising Materials until DIGITAL REMEDY directs Publisher to do so. In the event of a persistent outage of the DIGITAL REMEDY servers, DIGITAL REMEDY may, at its option, provide Publisher with the Advertising Materials directly, and may direct Publisher to serve the Advertising Materials from its servers.

3.3. DIGITAL REMEDY HTML Insertion Code. Publisher shall place the DIGITAL REMEDY HTML Insertion Code on all appropriate pages within its Site(s). Publisher shall not alter, sell or disclose the DIGITAL REMEDY HTML Insertion Code in any way without DIGITAL REMEDY's prior written consent. The DIGITAL REMEDY HTML Insertion Code for Advertising Material may not be used on a

web page other than one located at an approved Site and may not be distributed or submitted to any newsgroup, e-mail distribution list, chat room, guest books, or other location which would result in the execution of such code without a bona fide visit to an approved Web Site.

3.4. Modification of Advertising Material. Advertising Material must not be modified from original format without consent from DIGITAL REMEDY. Publisher agrees to use the Advertising Material provided for displaying not more than one ad unit per page view. Advertising Material cannot be placed in email messages. Publisher cannot alter, copy, modify, take, sell, reuse, or divulge any computer code for the Advertising Materials, except as is necessary to partake in the DIGITAL REMEDY Network, provided, however, with the prior approval of DIGITAL REMEDY, the Publisher may, in certain instances, modify the Advertising Material computer code for purposes of inserting certain pre-approved language above or below the Advertising Material. Requests for language approval should be sent to publishers@DigitalRemedyinteractive.com . If Publisher violates this provision, DIGITAL REMEDY, may, at its option, either reduce or eliminate any and all payments due hereunder, and/or terminate this Agreement as provided herein.

3.5. Recording of Service Counts. DIGITAL REMEDY shall have the sole responsibility for calculation of statistics, including Impressions and click-through numbers. Greenwich Mean Time (GMT) shall be the time period for traffic and tracking purposes. Statistics shall be available to Publisher online at <http://www.DigitalRemedy.com>. Publisher understands that DIGITAL REMEDY's online statistics may not be 100% accurate and that DIGITAL REMEDY may make adjustments to Publisher's online statistics at the end of each calendar month to account for, among other things, specific contractual provisions (e.g., bonuses) and statistical errors. In the event that coding on Publisher's Site(s) generates substantial number of erroneous impression due to a technical problem such as server malfunction, coding alteration or a mistake in entering code, Publisher agrees to respond to the e-mail generated by DIGITAL REMEDY technical support within 48 hours. If Publisher does not respond to this alert, DIGITAL REMEDY reserves the right to (a) withhold payment on all Impressions and clicks delivered after the 48-hour period has expired, or (b) not show any revenue-producing Advertising Material on the relevant Site(s).

3.6. Fraudulent Impressions & Click Spam. Any methods and or means direct or indirect, intentional, accidental, incidental that artificially and/or fraudulently inflate the volume of impressions or clicks is strictly forbidden. Final counts of impressions or clicks and revenue earned, and amounts to be paid to publisher will be decided solely on the basis of reports generated by DIGITAL REMEDY's advertising systems/ad server(s) and the assessment of publisher data by the DIGITAL REMEDY Policy Team. These prohibited methods include but are not limited to: framing an ad-banner's click-through destination, auto-spawning of browsers, blind text links, running 'spiders' or "'robots' against the Publisher's own website, automatic redirecting of users, pop-up windows or any other technique of generating automatic or fraudulent (as determined by DIGITAL REMEDY, acting reasonably, or based on industry practices) click-throughs and/or impressions. Advertising Material may not be placed on pages which reload automatically. Publisher may not require users to click on Advertising Material prior to entering a Web Site or any area therein or provide incentives of any nature to encourage or require users to click on Advertising Material. Publisher's clicks-throughs of any link other than DIGITAL REMEDY's Advertising Material, or use of any other



means of artificially enhancing click results shall be a material breach of this Agreement, and upon such occurrence, DIGITAL REMEDY may terminate this Agreement effective upon delivery of notice and at its sole discretion withhold any payments due to publisher. Such determination and action is at the sole discretion of DIGITAL REMEDY and is not in lieu of any other remedy available at law or equity. DIGITAL REMEDY's ad server(s) will be the official counter for determining the number of Advertising Material delivered under an applicable Order, and amounts payable under this Agreement. Additionally DIGITAL REMEDY may withhold amounts relating to advertiser chargebacks or credits from payment to publisher if DIGITAL REMEDY and DIGITAL REMEDY Policy Team in its sole reasonable discretion, believes the performance related to them is fraudulent or invalid in nature, or if DIGITAL REMEDY was charged or credited back in their respect by any customer. Payment amounts displayed in DIGITAL REMEDY reporting systems may be adjusted at any time and may not reflect final payment to publisher as per adjustments made hereunder. DIGITAL REMEDY may withhold payment to Publisher even if there is no advertiser chargebacks.

3.7. Ad Placement. Publisher shall comply with DIGITAL REMEDY's technical specification as listed in this Section or otherwise agreed upon in writing by both Parties. 728×90 leaderboard, 120×600 skyscraper, and 160×600 wide skyscraper creative must be placed above the fold on an 800×600 pixel screen (within 500 pixels of the top of the webpage) so they are viewable without scrolling; 300×250 medium rectangles must be placed above the fold on an 800×600 pixel screen (within 500 pixels of the top of the webpage).

4. Eligible Site(s).

4.1. DIGITAL REMEDY reserves the absolute right to refuse in its sole discretion to affiliate with any Publisher. The following are examples of sites that are not eligible for participation:

- Sites which contain material that infringes the rights of others (including but not limited to copyright and other intellectual property rights) or which promotes copyright piracy (i.e., unauthorized MP3s, roms, 'warez', emulators, or cracks, etc.).
- Sites with pornography, adult content, sexual or erotic material or sites that contain links to such content.
- Sites with gratuitous displays of violence, obscene or vulgar language, and abusive content or content which endorses or threatens physical harm.
- Sites promoting any type of hate-mongering (i.e., racial, political, ethnic, religious, gender-based, sexuality-based or personal, etc.).
- Sites that participate in or transmit inappropriate newsgroup postings or unsolicited e-mail (spam).
- Sites promoting any type of illegal substance or activity (i.e., how to build a bomb, hacking, 'phreaking', etc.).
- Sites with illegal, false or deceptive investment advice and money-making opportunities
- Sites that provide incentives of any nature to require or encourage users to click on ad banners (i.e., charity, sweepstakes, etc.).
- Sites that are under construction or incomplete.
- Sites with extremely limited audiences or viewership.



- Sites with any type of content reasonable public consensus deems to be improper or inappropriate.
- Sites that contain any content violating Federal privacy laws, including the Children’s Online Privacy Protection Act (“COPPA”).

At any time DIGITAL REMEDY may investigate any Site for violation of this Agreement. DIGITAL REMEDY regularly performs compliance audits. If DIGITAL REMEDY determines that Publisher’s Site(s) includes any undesirable content, DIGITAL REMEDY may discontinue the Ad campaign upon notice, and Publisher shall immediately cease delivering Advertising Material on such Site(s). In no event, will DIGITAL REMEDY or its Advertisers be obligated to pay for Advertising Material delivered through Sites containing undesirable content after Publisher’s receipt of such notice from DIGITAL REMEDY.

5. Minimum Traffic. DIGITAL REMEDY reserves the right to terminate this Agreement immediately should, according to DIGITAL REMEDY’s statistics, either (a) the number of Impressions delivered by Publisher total less than 30,000 unique users per month, or (b) the unique click-through rate on Advertising Material delivered to Publisher’s Site(s) equals 80% less than the average click-through rate of said Advertising Material for all web sites in the DIGITAL REMEDY Network for any 7 consecutive calendar day period; or (c) the amount of United States-based traffic to Publisher’s Web Site (determined by the IP address of visitors to Publisher’s Web Site) equals less than 50% of the total traffic to such site (as determined by the total number of Impressions delivered by Publisher) (the “Minimum Requirements”); provided, however, should DIGITAL REMEDY exercise its rights pursuant to this Section 5, Publisher shall be entitled to receive payments under Section 3 herein generated up to and including the date of termination, as long as payments equal at least \$50 at the date of termination, and amounts under \$50 shall be forfeited. When calculating the amount due to Publisher under the previous sentence, any payments for a particular month of less than \$1.00 will be forfeited. Notwithstanding the foregoing, prior to making any payment to Publisher, DIGITAL REMEDY reserves the right to (i) demand make-goods for any short-fall of the Minimum Requirements, which make-goods shall equal the number of Impressions necessary to achieve United States-based traffic of at least 50% relative to the total traffic to Publisher’s Web Site; OR (ii) reduce payment to Publisher accordingly.

6. Representations and Warranties. Publisher represents and warrants to DIGITAL REMEDY that:

- 6.1. All content, products, and services on the Site(s) are legal to distribute, that it owns or has the legal right to use, and will not infringe, any and all copyrights, trademarks, patents or other proprietary rights;
- 6.2. The Site(s) do not, and will not during the term of this Agreement, contain any material described in Section 4 of this Agreement;
- 6.3. The Site(s) are free of any “worm”, “virus” or other device that could impair or injure any person or entity;



6.4. It is generally familiar with the nature of the Internet and will comply with all laws and regulations that may apply; and it will conduct its business in compliance with all applicable laws, rules and regulations; and

6.5. It has full legal power and authority under its organizational documents to enter into this Agreement and to perform the obligations contained herein; and the execution of this Agreement and the performance of its obligations by Publisher will not conflict with or a cause a breach or violation of any agreement, law, regulation or other obligation to which Publisher is a party or subject.

7. Campaign Discontinuance. DIGITAL REMEDY has the option, in its sole discretion, to discontinue any Ad campaign or obligation under an Order, with or without cause, by giving a notice via e-mail, telephone or fax, to the Publisher's authorized representative that will be effective immediately on the date when it is sent. If DIGITAL REMEDY elects to discontinue any Ad campaign or obligation under any Order, all unfulfilled contractual commitments subsequent to notice shall become null and void, and DIGITAL REMEDY shall pay Publisher only for Advertising Material delivered up to the date of the notice period so long as such Advertising Material are delivered evenly, or at a rate consistent with the rate anticipated in the Order. DIGITAL REMEDY shall have no obligation to pay for Advertising Material delivered by Publisher prior to the date of the notice that exceeds the number specified in the original order or that vary significantly from the rate of Delivery prior to notice of discontinuance.

8. Term and Termination

8.1. Term. Subject to the early termination rights of either party herein, the term of this Agreement shall be 1 year from the date of the fully-executed Order incorporating this Agreement ; and it shall renew automatically for subsequent one-year periods unless either party notifies the other at least 30 days before the end of the then-Term that it does not wish to renew the Agreement.

8.2. Termination by Either Party. Notwithstanding Section 8.1 above, either party may terminate this Agreement at any time for one of the following reasons for any reason whatsoever, upon 30 days written notice to the other party. Notice may be provided via e-mail or any other public means and will be effective 30 days after its transmission.

8.3. Termination by DIGITAL REMEDY. Notwithstanding Sections 8.1 and B above, DIGITAL REMEDY shall also have the right to terminate this Agreement because of either of the following reasons: Immediately upon written notice of because Publisher has breached Section 3.6 herein; or Upon the time periods specified in Section 7 herein upon a campaign discontinuance in accordance with that Section.

8.4. Consequence of Termination. Upon receipt of such termination notice, Publisher agrees to immediately remove DIGITAL REMEDY's HTML code for serving Advertising Material from its Site(s). In the case of termination, provided that Publisher has an outstanding account balance equal to or greater than \$50, DIGITAL REMEDY will pay Publisher all legitimate moneys due during the next billing cycle.



9. License and Intellectual Property. DIGITAL REMEDY may use the trade names or trademarks of the other party or Advertisers without prior written approval from the party owning such name or mark.

10. Privacy

10.1. Privacy Policy. Each party shall include conspicuously on its Site(s), a privacy policy that describes how such party collects, uses, stores and discloses users' personal data if any is collected, including e-mail addresses, and instructs users how to opt-out of such practices. Publisher's privacy policy shall disclose that third party advertisers may place cookies on the browsers of visitors to Publisher's Site(s).

10.2. Privacy Representations and Warranties. Each party warrants to the other that, during the term of this Agreement, it shall comply with all applicable laws and regulations (including but not limited to laws governing privacy, and data protection). Publisher warrants that it shall comply with the Self-Regulatory Principles Governing Online Preference Marketing promulgated by the Network Advertising Initiative (available at http://www.networkadvertising.org/aboutnai_principles.asp).

11. Confidentiality. DIGITAL REMEDY shall disclose to Publisher the names of DIGITAL REMEDY's Advertisers ("Client List"); and Publisher agrees that the Client List is sensitive and highly confidential information that it shall use solely for its performance under this Agreement, and that it and its officers, employees, directors, members, agents and representatives shall not disclose it to any other party for any purpose without the prior written consent of DIGITAL REMEDY. Publisher shall ensure that each of the persons or parties in the previous sentence have signed confidentiality agreements with Publisher consistent with the aforesaid sentence before it may disclose the Client List to them. Notwithstanding the previous two sentences, however, Publisher may disclose to any third party the existence of its relationship with DIGITAL REMEDY; but it cannot disclose the Client List or the existence or nature of DIGITAL REMEDY's relationship with any Advertisers included in the Client List. Publisher's obligations under this paragraph shall continue indefinitely following the date of termination of this Agreement.

12. Indemnification. The Publisher agrees to indemnify and hold DIGITAL REMEDY and its affiliates, employees, agents and representatives harmless from and against any and all claims, demands, liabilities, expenses, losses, damages and attorney fees arising from any and all claims and lawsuits for libel, slander, copyright, and trademark violation as well as all other claims resulting from (i) the participation of the Publisher in the DIGITAL REMEDY Network, (ii) operation of the Publisher's Site(s) submitted to DIGITAL REMEDY for participation in the DIGITAL REMEDY Network or (iii) otherwise arising from Publisher's relationship with DIGITAL REMEDY. The Publisher also agrees to indemnify DIGITAL REMEDY for any legal fees incurred by DIGITAL REMEDY, acting reasonably, in investigating or enforcing its rights under this agreement.

13. Disclaimers, Exclusions and Limitations.

13.1. Disclaimer of Warranty. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, DIGITAL REMEDY MAKES, AND HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THESE TERMS AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

13.2. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL DIGITAL REMEDY BE LIABLE TO PUBLISHER WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS AND CONDITIONS UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT DIGITAL REMEDY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM ANY PROVISION OF THESE TERMS, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. IN NO EVENT SHALL DIGITAL REMEDY'S AGGREGATE LIABILITY ARISING OUT OF THESE TERMS AND CONDITIONS EXCEED THE PAYMENTS TO THE PUBLISHER HEREUNDER DUE WITHIN A SIX (6) MONTH PERIOD PRIOR TO THE DATE OF A CAUSE OF ACTION.

14. Non-Circumvention. During the Term of this Agreement, and any renewal thereof, and for one (1) year after its termination for any reason, Publisher agrees that it will not do business directly or indirectly with any Advertiser specified in an Order, or directly or indirectly solicit or induce such Advertiser to do business directly with the Publisher. Publisher understands and agrees that this prohibition is a key consideration and inducement for DIGITAL REMEDY to enter into this Agreement with Publisher, and to provide the services hereunder.

15. General

15.1. Inconsistency with Order. In the event of any inconsistency between an Order and this Agreement, the terms of the Order shall prevail.

15.2. Governing Law, Jurisdiction and Venue. This Agreement and all Orders shall be governed by the laws of the State of New York, without regard for the conflict of law principles thereof. The Federal and State Courts located in New York County, NY shall be the sole venue to hear controversies arising from or related to this Agreement, and each party consents to the personal jurisdiction of those courts.

15.3. Assignment. Any assignment, transfer or delegation by Publisher of its rights or duties hereunder will be governed by this Agreement, subject to the parties' termination rights hereunder.

15.4. No Prior Agreements. This Agreement, together with all fully-executed Addenda, attachments and exhibits attached hereto, and all proper Orders, contains every obligation and understanding between the parties regarding the subject matter hereof, and merges and supersedes all prior and contemporaneous agreements and understandings, if any, regarding the subject matter hereof. Unless otherwise provided for in this Agreement, all amendments must be in writing and signed by both parties.



15.5 Force Majeure. Neither Party shall be liable for nonperformance or delay of such Party's obligations under this Agreement, or costs and damages related to the same, due to or arising out of any cause or event beyond such Party's control, including, without limitation, any damages resulting to the other party as a result of work stoppage, power or other mechanical failure, computer virus, pandemic, natural disaster, governmental action, or communication disruption.

15.6. Notice. Any notice required to be delivered hereunder will be deemed delivered three days after deposit, postage paid, in U.S. mail, return receipt requested, one business day if sent by overnight courier service, and immediately if sent electronically.. All notices will be sent to the contact as noted on the IO with copy to the Legal Department (for Digital Remedy: legal@digitalremedy.com).

15.7. Severability, Rights Cumulative. If any provision herein is held to be unenforceable, the remaining provisions shall remain in full force and effect. All rights and remedies hereunder are cumulative.

15.8. Heading. Section or paragraph headings used in these Terms are for reference purposes only, and should not be used in the interpretation hereof.

EXHIBIT 1 DATA PRIVACY AGREEMENT

1. Definitions. Capitalized terms used herein shall have the meanings set forth in this Section 1.

"Authorized Employees" means Service Provider's employees who have a need to know or otherwise access Personal Information to enable Service Provider to perform its obligations under this Agreement.

"Authorized Persons" means (i) Authorized Employees; and (ii) Service Provider's contractors, agents, own service providers, and auditors authorized by Digital Remedy in writing who have a need to know or otherwise access Personal Information to enable Service Provider to perform its obligations under this Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Agreement.

"CCPA" means the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General. Terms defined in the CCPA, including personal information and business purposes, carry the same meaning in this Agreement.

"Consumer" means an individual or household who engages with a digital advertisement of goods or services for personal use.



“Consumer Request” means a request received by Digital Remedy by or on behalf of a Consumer as it relates to a Consumer’s rights under applicable data privacy law.

“Contracted Business Purposes” means the services described in an Insertion Order (“IO”) incorporating this Agreement.

“Personal Information” means information provided to Service Provider by or at the direction of Digital Remedy, information which is created or obtained by Service Provider on behalf of Digital Remedy, or information to which access was provided to Service Provider by or at the direction of Digital Remedy, in the course of Service Provider’s performance under this Agreement that identifies or can be used to identify an individual (including, without limitation, IP addresses, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers.

“Security Breach” means (i) any act or omission that compromises either the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by Service Provider or any Authorized Person, or by Digital Remedy should Service Provider have access to Digital Remedy’s systems, that relate to the protection of the security, confidentiality, or integrity of Personal Information , or (ii) receipt of a complaint in relation to the privacy and data security practices of Service Provider or any Authorized Persons or a breach or alleged breach of this Agreement relating to such privacy and data security practices. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Personal Information.

2. Standard of Care.

(a) Service Provider acknowledges and agrees that, in the course of its engagement by Digital Remedy, Service Provider may create, receive, or have access to Personal Information. Service Provider shall comply with the terms and conditions set forth in this Agreement and with all applicable data privacy laws and regulations in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession by all Authorized Persons. Service Provider shall be responsible for, and remain liable to, Digital Remedy for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of Personal Information as if they were Service Provider’s own actions and omissions.

(b) Service Provider shall only collect, use, retain, or disclose personal information for the Contracted Business Purpose for which Digital Remedy provides or permits personal information access.

(c) Service Provider shall promptly comply with any request or instruction requiring the Publisher's Network to provide, amend, transfer, or delete the personal information, or to stop, mitigate, or remedy any unauthorized processing.

(d) In recognition of the foregoing, Service Provider agrees and covenants that it shall:

(i) keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;

(ii) not create, collect, receive, access, or use Personal Information in violation of the Contracted Business Purpose and any and all applicable data privacy laws;

(iii) use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Service Provider's own purposes or for the benefit of anyone other than Digital Remedy, in each case, without Digital Remedy's prior written consent; and

(iv) not, directly or indirectly, disclose Personal Information to any person other than Authorized Persons, including any, subcontractors, agents, its own service providers or auditors (an "Unauthorized Third Party"), without Digital Remedy's prior written consent unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law, in which case, Service Provider shall (A) use best efforts and to the extent permitted by applicable law] notify Digital Remedy before such disclosure or as soon thereafter as reasonably possible; (B) be responsible for and remain liable to Digital Remedy for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Personal Information as if they were Service Provider's own actions and omissions; and (C) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of this Agreement.

3. Information Security.

(a) Service Provider represents and warrants that its creation, collection, receipt, access, use, storage, disposal, and disclosure of Personal Information does and will comply with all applicable federal [and], state[, and foreign] privacy and data protection laws, as well as all other applicable regulations and directives.

(b) Service Provider shall implement and maintain a written information security program including appropriate policies, procedures, and risk assessments that are reviewed at least annually.

(c) Without limiting Service Provider's obligations under Section 3(a), Service Provider shall implement administrative, physical, and technical safeguards to protect Personal Information from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is created, collected, accessed, received, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

(d) At a minimum, Service Provider's safeguards for the protection of Personal Information shall include: (i) limiting access of Personal Information to Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal; (v) implementing authentication and access controls within media, applications, operating systems, and equipment; (vi) encrypting highly Sensitive Personal Information stored on any mobile media; (vii) encrypting highly Sensitive Personal Information transmitted over public or wireless networks; (viii) strictly segregating Personal Information from information of Service Provider or its other customers so that Personal Information is not commingled with any other types of information; (ix) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Service Provider's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing; (x) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (xi) providing appropriate privacy and information security training to Service Provider's employees.

(e) During the term of each Authorized Employee's employment by Service Provider, Service Provider shall at all times cause such Authorized Employees to abide strictly by Service Provider's obligations under this Agreement. Service Provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use, or disclosure of Personal Information by any of Service Provider's officers, partners, principals, employees, agents, or contractors. Upon Digital Remedy's written request, Service Provider shall promptly identify for Digital Remedy in writing all Authorized Persons as of the date of such request.

4. Security Breach and Consumer Request Procedures.



(a) Service Provider shall:

(i) provide Digital Remedy with the name and contact information for an employee of Service Provider who shall serve as Digital Remedy's primary security contact and shall be available to assist Digital Remedy twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach or Consumer Request;

(ii) notify Digital Remedy of a Security Breach or Consumer Request as soon as practicable, but no later than twenty-four (24) hours after Service Provider becomes aware of it;

(iii) notify Digital Remedy of any Security Breaches or Consumer Requests at the following toll-free number: 1-855-977-1665 or by emailing Digital Remedy at optout@digitalremedy.com, with a copy by email to Service Provider's primary business contact within Digital Remedy;

(iv) reasonably cooperate and assist Digital Remedy with meeting the Digital Remedy's compliance obligations and responding to Consumer Requests, taking into account the nature of Service Provider's processing and the information available to the Service Provider;

(v) promptly notify Digital Remedy immediately if it receives any complaint, notice, or communication that directly or indirectly relates either party's compliance with applicable data privacy laws and regulations.

(b) Immediately following Service Provider's notification to Digital Remedy of a Security Breach or Consumer Request, the parties shall coordinate with each other to investigate the Security Breach or Consumer Request. Service Provider agrees to reasonably cooperate with Digital Remedy in Digital Remedy's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing Digital Remedy with physical access to the facilities and operations affected; (iii) facilitating interviews with Service Provider's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by Digital Remedy.

(c) Service Provider shall at its own expense use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all action necessary to comply with applicable privacy rights, laws, regulations, and standards.



(d) Service Provider agrees to maintain and preserve all documents, records, and other data related to any Security Breach.

(f) Service Provider agrees to reasonably cooperate with Digital Remedy in any litigation, investigation, or other action deemed reasonably necessary by Digital Remedy to protect its rights relating to the use, disclosure, protection, and maintenance of Personal Information.

(g) Service Provider shall indemnify Digital Remedy for any and all claims arising out of Service Providers's failure to notify Digital Remedy of Service Provider's knowledge, constructive or actual, of 1) any data breach related to Personal Information under this Agreement and 2) Consumer Requests related to Personal Information under this Agreement.

5. Oversight of Security Compliance.

Upon Digital Remedy's request, to confirm Service Provider's compliance with this Agreement, as well as any applicable laws, regulations, and industry standards, Service Provider grants Digital Remedy or, upon Digital Remedy's election, a third party on Digital Remedy's behalf, permission to perform an assessment, audit, examination, or review of all controls in Service Provider's physical and/or technical environment in relation to all Personal Information being handled and/or services being provided to Digital Remedy pursuant to this Agreement. Service Provider shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that processes, stores, or transports Personal Information for Digital Remedy pursuant to this Agreement. In addition, upon Digital Remedy's request, Service Provider shall provide Digital Remedy with the results of any audit by or on behalf of Service Provider performed that assesses the effectiveness of Service Provider's information security program as relevant to the security and confidentiality of Personal Information shared during the course of this Agreement.

6. Subcontracting

Service Provider may use a subcontractor or affiliate to provide the Contracted Business Service and shall have contractual obligations equal to this Agreement to ensure subcontractors' or affiliates' compliance with CCPA. Any subcontractor used must qualify as a Digital Remedy under the CCPA and Digital Remedy Provider cannot make any disclosures to the subcontractor that the CCPA would treat as a sale.

7. Return or Destruction of Personal Information. At any time during the term of this Agreement at Digital Remedy's request or upon the termination or expiration of this Agreement for any reason, Service Provider shall, and shall instruct all Authorized Persons to, promptly return to Digital Remedy all copies, whether in written, electronic, or other form or media, of Personal Information in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to Digital Remedy that such Personal Information has been returned to Digital Remedy or disposed of securely. Service Provider shall comply with all reasonable



directions provided by Digital Remedy with respect to the return or disposal of Personal Information.

8. Equitable Relief. Service Provider acknowledges that any breach of its covenants or obligations set forth in this Data Privacy Agreement may cause Digital Remedy irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, Digital Remedy is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which Digital Remedy may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

9. Material Breach. Service Provider's failure to comply with any of the provisions of this Data Privacy Agreement is a material breach of this Agreement. In such event, Digital Remedy may terminate the Agreement effective immediately upon written notice to the Service Provider without further liability or obligation to Service Provider.

10. Indemnification. Service Provider shall defend, indemnify, and hold harmless Digital Remedy and Digital Remedy's parent company and its subsidiaries, affiliates, and their respective officers, directors, employees, agents, successors, and permitted assigns (each, a "Digital Remedy Indemnitee") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers, arising out of or resulting from any third-party claim against any Digital Remedy Indemnitee arising out of or resulting from Service Provider's failure to comply with any of its obligations under Data Privacy Agreement.

12. Certifications

(v) Service Provider certifies that it understands this Agreement's and the CCPA's restrictions and prohibitions on selling personal information and retaining, using, or disclosing personal information outside of the parties' direct business relationship, and it will comply with them.

(vi) Service Provider warrants that it has no reason to believe any CCPA requirements or restrictions prevent it from providing any of the Contracted Business Purposes or otherwise performing under this Agreement. Service Provider must promptly notify Digital Remedy of any changes to the CCPA's requirements that may adversely affect its performance under the Agreement.