

CONTEXTWEB REAL-TIME BIDDING SERVICE API AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. BY CHECKING THE “I ACCEPT” BOX (OR BOX WITH A SIMILAR DESIGNATION) AND ACCESSING THE API (AS DEFINED BELOW), YOU ARE CONSENTING TO BE LEGALLY BOUND BY AND ARE BECOMING A PARTY TO THIS CONTEXTWEB REAL-TIME BIDDING SERVICE API AGREEMENT (THIS “AGREEMENT”). IF YOU ARE REGISTERING ON BEHALF OF YOUR EMPLOYER OR COMPANY, YOU ARE ALSO REPRESENTING THAT YOU HAVE THE AUTHORITY TO BIND YOUR EMPLOYER OR COMPANY TO THE TERMS OF THE AGREEMENT, AND YOU ARE CONSENTING TO YOUR EMPLOYER OR COMPANY BEING LEGALLY BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

Background: This Agreement) is a legally binding agreement between the individual or entity entering into this Agreement and ContextWeb, Inc., a Delaware corporation with principal offices at 22 Cortlandt St, New York, NY 10007 (“ContextWeb”). This Agreement governs Your use of the ContextWeb Real-Time Bidding Service API (the “API”) and its specifications (the “Specifications”). This Agreement is binding upon You whether You are acting on Your own behalf or a third party with an ADSDAQ Exchange account (“Account Owner”). You acknowledge that this Agreement only governs Your use of the Real-Time Bidding (“RTB”) API and that Your use of and participation in the ContextWeb ADSDAQ Exchange (“ADSDAQ”), including without limitation the purchase or selling of media using the ContextWeb Real-Time Bidding Service, is subject to execution by You of a separate, stand-alone agreement (“Media Buying Agreement”). In exchange for Your use of and access to the API, you agree to be bound by the below terms and conditions:

a. Definitions.

To “access” or “use” the API means: (i) any use of the API to communicate with any ContextWeb server or any ADSDAQ Exchange account and/or the use, distribution, testing and/or development of an API Client.

“API Client” means any software distributed to or accessed by You or Your customer that can access or communicate with ContextWeb’s servers using the API.

“API Credentials” means a user name, password and developer token provided to You by ContextWeb (or provided to You by an Account Owner) that enables You to access ContextWeb’s servers via the API.

“Production Environment” means the live production environment in which You may bid on and purchase inventory made available through the ADSDAQ Exchange.

“Test Environment” means a non-production environment made available by ContextWeb to allow You to develop and/or test API Clients or for such other required configurations or designs as may be mutually agreed in writing between You and ContextWeb.

- b. License to Use: Subject to Your compliance with the terms and conditions of this Agreement, ContextWeb grants to You a non-exclusive, non-transferable, revocable right and license, without the right to sublicense, to use the API via valid API Credentials for the sole purposes of: (i) developing and testing an API Client in the Test Environment, and/or (ii) if You have been granted access to the Production Environment, then for communicating with the ContextWeb servers via an

API Client or otherwise in order to manage Your ADSDAQ Exchange account or bid on inventory made available through the ADSDAQ Exchange.

You may access and use the API solely through use of Your own API Credentials or those of a third party that has granted You permission to use such API Credentials. You are solely responsible for maintaining the confidentiality of your API Credentials and for all activities that occur under your API Credentials, including, without limitation, all transactions made through the API, whether authorized or not. ContextWeb shall not be responsible or liable for any of Your decisions or actions resulting from ContextWeb's suggestions in connection with Your use of the API, Specifications or any API Client. If You suspect that Your API Credentials have been lost, stolen or otherwise compromised, You must provide ContextWeb with written notice as soon as possible.

- c. Transfer of Rights: You may not transfer or disclose, in whole or in part, Your access to the API, the Specifications or Your API Credentials to any third party unless such third party: (i) is Your agent acting on Your behalf or Your independent contractor; and (ii) has executed a written agreement agreeing to comply with the terms of this Agreement, including protecting ContextWeb's Confidential Information (as defined below) and intellectual property rights to at least the same degree as this Agreement.
- d. Intellectual Property: The API, the Specifications, the API Credentials and all other materials and information provided to you under this Agreement are owned by ContextWeb, and/or its third party suppliers and licensors. Your license confers no title or ownership in such materials and is not a sale of any rights to such materials. ContextWeb reserves all rights not expressly granted to You hereunder.
- e. Non-Interference: You agree that You will not, and You will ensure that the API Client does not, use any device, software or routine to interfere with the proper working of the ADSDAQ Exchange or the API. You further agree that You will not, and You will ensure that the API Client does not, take any action that imposes an unreasonable or disproportionately large load on ContextWeb's infrastructure, as reasonably determined by ContextWeb. If ContextWeb determines, in its sole discretion, that Your use is causing an unreasonably large load, ContextWeb may impose a quota on Your usage (including without limitation the amount of data You may transfer using the API).
- f. Compliance: You agree to comply with all applicable laws, rules and regulations in connection with Your use of the API, API Credentials and Specifications.
- g. Monitoring: You acknowledge that ContextWeb may monitor use of the API for the purpose of ensuring quality, ensuring compliance with these terms and improving its products and services. You shall not try to interfere with such monitoring or otherwise obscure Your API activity from ContextWeb. ContextWeb may use any technical means to overcome such interference.
- h. Fees: At present, there are no fees charged by ContextWeb for Your API access and use. However, nothing in this Agreement relieves You of Your obligation to pay any fees charged by ContextWeb in connection with Your use of and participation in the ADSDAQ Exchange, as may be set forth in a separate Insertion Order or Media Buying Agreement between You and ContextWeb.

- i. Permissions: If You are managing an ADSDAQ account on behalf of one or more third party Account Owners, You shall ensure that You obtain all necessary rights, permissions, consents and waivers from such Account Owners to: (i) use their respective API Credentials, (ii) access, manage and modify their respective ADSDAQ account(s), and (iii) collect, use and disclose such respective Account Owner's data. Without limiting the generality of the above, any information You obtain regarding an Account Owner's account or campaigns via the API may only be disclosed to such Account Owner (unless such Account Owner expressly authorizes You in writing to disclose such information to third parties).
- j. Access: You acknowledge and agree that You may not rely upon the continued availability of and/or access to the API or the Specifications. ContextWeb may modify the Specifications or methods of accessing the API for any or no reason at any time without notice. As between the parties, You acknowledge that You are solely responsible for all necessary data backup in connection with this Agreement.
- k. API Data: You agree that You will not, in connection with Your use of the API, and You will ensure that each API Client does not, collect personally identifiable information from any person without first obtaining such person's informed consent. You acknowledge that Your and ContextWeb's rights to use and disclose data derived from Your use of the API shall be the same as is set forth in the Media Buying Agreement entered into by You and ContextWeb with respect to data derived from Your ad campaigns.
- l. Nondisclosure: You agree not to use ContextWeb's Confidential Information other than as reasonably required to perform Your obligations and exercise Your rights under this Agreement. You further agree not to disclose any of ContextWeb's Confidential Information to any third party (except those of Your employees, representatives and agents with a reasonable need to know such information and who are bound to keep such information confidential in a manner consistent with this Agreement) without ContextWeb's prior written consent. "ContextWeb's Confidential Information" includes, without limitation: (i) all ContextWeb software, technology, programming, specifications, materials, guidelines and documentation relating to the API, (ii) any information designated in writing by ContextWeb as "confidential" or a similar designation, and (iii) information that, considering its nature and the circumstances surrounding its disclosure, should reasonably be understood to be confidential or proprietary to ContextWeb. ContextWeb's Confidential Information does not include information that has become publicly known through no breach by You of this Agreement. You shall be permitted to disclose ContextWeb's Confidential Information if required by applicable law, valid court order, or a governmental authority, provided that: (1) You provide ContextWeb with prior written notice sufficient to allow ContextWeb the opportunity to seek a protective order or other confidential treatment, and (2) You disclose only that portion of information legally required to be disclosed.
- m. Disclaimer: CONTEXTWEB EXPRESSLY DISCLAIMS, ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CONTEXTWEB PROVIDES THE API, API CREDENTIALS AND SPECIFICATIONS ON AN "AS IS" BASIS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU UNDERSTAND AND AGREE THAT CONTEXTWEB MAKE NO REPRESENTATIONS OR GUARANTEES THAT THE API WILL

BE ERROR-FREE OR AVAILABLE WITHOUT INTERRUPTION.

- n. Indemnification: You shall indemnify, defend and hold harmless ContextWeb, its affiliates, publishers and the respective partners, agents, officers, directors and employees of each of the foregoing, from and against any loss, cost, expense, claim, injury or damage (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Losses"), incurred due to third party claims arising or resulting from or caused by: (i) any breach by You of any provision contained in this Agreement, (ii) Your development, use, operation or distribution of an API Client (including without limitation a claim that such application infringes or violates any right of any third party), or (iii) Your use of the API, API Credentials, or Specifications, and/or (iv) a claim brought by an Account Owner whose account You are managing and/or whose API Credentials You are using. You will defend all such claims (subject to ContextWeb's right to participate at its own expense with counsel it selects), and You may not agree to the settlement of any such claim without ContextWeb's prior written consent.
- o. Limitation on Liability: EXCEPT FOR A BREACH OF SECTION L ("NONDISCLOSURE") OR IN CONNECTION WITH A CLAIM FOR INDEMNIFICATION UNDER SECTION N, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY IS ADVISED OF OR OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. YOU ACKNOWLEDGE THAT EACH PARTY HAS ENTERED INTO THIS AGREEMENT RELYING ON THE LIMITATIONS OF LIABILITY STATED ABOVE, AND THAT SUCH LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND REPRESENT A FAIR ALLOCATION OF RISK. SOME STATES DO NOT ALLOW FOR ANY LIMITATIONS ON DAMAGES SO THE ABOVE LIMITATIONS ON LIABILITY MAY NOT APPLY TO YOU.
- p. No Publicity: Neither party may issue a press release or make any public announcement regarding the existence or subject matter of this Agreement without the other party's prior express written consent as to the issuance and substance of such release or announcement.
- q. Messaging; No Trademark Use: You may not describe the API Client as being in any way endorsed by ContextWeb. However, You may, with ContextWeb's express, prior written approval, use the ContextWeb or ADSDAQ name and logo within an API Client that complies with the terms of this Agreement. Any request for approval must include a description of the API Client functionality and a screen shot of each use of the ContextWeb name or logo. Except as set forth above or as otherwise set forth in a separate agreement between You and ContextWeb, You will not use any ContextWeb name, trademark, logo, service mark and/or trade name in connection with this Agreement.
- r. Security: You will ensure that Your API Credentials, and, if You are managing an account on behalf of an Account Owner, all information You collect from and provide to an Account Owner, are kept secure and confidential at all times. ContextWeb assumes no responsibility or liability for disclosure of Your information or that of an Account Owner whose account You are managing due to errors in transmission, unauthorized third party access or other causes beyond ContextWeb's control.

- s. Termination: You may terminate this Agreement by sending written notice of your desire to terminate (via email) to accounttermination@contextweb.com. This Agreement will be deemed terminated upon receipt of such notice. ContextWeb may terminate all or part of this Agreement at any time or discontinue the API or any portion or feature thereof for any reason or no reason at any time without notice or liability. In addition, ContextWeb may suspend Your access to and/or use of the API at any time without notice or liability. All licenses granted to You in this Agreement will terminate automatically if You fail to comply with any material provision in this Agreement. In the event of termination of this Agreement or suspension of Your use of the API for any reason: (i) all licenses granted hereunder shall terminate, (ii) You shall promptly cease use of the API, the Specifications and the API Credentials (including without limitation ceasing the development of any API Client requiring the use of any such materials), and (iii) Sections d, k, l, m, n, o, t, v, w and x, together with this sentence, shall survive.
- t. Injunctive Relief: You acknowledge that the limitations and restrictions in this Agreement are necessary and reasonable to protect ContextWeb, and You expressly agree that monetary damages may not be a sufficient remedy for breach of this Agreement. In recognition thereof, you agree not to assert, with respect to an action or motion of ContextWeb for injunctive relief with respect to such breach, that monetary damages would be a sufficient remedy for any such breach. You agree that ContextWeb will be entitled to seek temporary and permanent injunctive relief against any threatened or actual violation of such limitations or restrictions in any court of competent jurisdiction, without the necessity of proving actual damages or posting a bond.
- u. Modification: ContextWeb may modify this Agreement at any time and in its sole discretion by posting the modified Agreement on the ADSDAQ website or by e-mail, and such modified Agreement shall supersede and replace the previous version. If You do not agree to such modifications, Your sole remedy is to terminate this Agreement upon written notice to ContextWeb. Your continued use of the API, API Credentials, Specifications and/or development or use of an API Client shall be deemed to be acceptance by You of the modified Agreement.
- v. Advice of Counsel. EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF ITS DRAFTING OR PREPARATION.
- w. Electronic Signatures and Agreements. You acknowledge and agree that by checking the "I ACCEPT" box or such similar box or link as may be designated by ContextWeb to obtain access to the API, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by this Agreement. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including without limitation the United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the "E-Sign Act") or other similar statutes, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SERVICE. Further, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original

signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

- x. Miscellaneous: This Agreement will be governed and interpreted in accordance with the laws of the State of New York without reference to conflicts of law principles. Jurisdiction and venue for all disputes hereunder shall be in New York City, and the parties hereby expressly agree to such jurisdiction and venue. You may not sell, transfer or assign this Agreement, any portion thereof, or any rights obtained under this Agreement, in whole or in part, without our prior written consent. Except where otherwise indicated, all notices under this Agreement will be in writing and will be delivered by confirmed email, personal service, express courier, or certified mail, return receipt requested. For ContextWeb, notices shall be sent to ContextWeb, Inc. 22 Cortlandt Street, 9th Floor New York, New York 10007 to the attention of both the General Counsel and the EVP Strategic Products & Business Development. For You, notice shall be sent to the email or mailing address you provide when You request API documentation . Either party may designate a different address by written notice to the other party in accordance with this Section. Notice will be effective on receipt. Headings and captions are for convenience only and are not to be used in the interpretation of the Agreement. No failure of either party to enforce any of its rights under this Agreement will act as a waiver of such rights. If one or more provisions of this Agreement are held to be unenforceable under applicable law, then such provision(s) shall be excluded from this Agreement, and the balance of the Agreement shall be enforceable in accordance with its terms. ContextWeb shall not be liable for any delay or failure to perform any of its obligations set forth in this Agreement due to causes beyond its reasonable control. The parties shall each act as independent contractors; nothing in this Agreement shall be construed as creating a joint venture or partnership between the parties. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.