



ownerIQ, Inc.

TERMS AND CONDITIONS FOR ONLINE ADVERTISING

I. INSERTION ORDERS

- a. From time to time, parties may negotiate insertion orders (“IO”s) under which ownerIQ will deliver advertisements provided by Advertiser (“Ad(s)”) on one or more of ownerIQ’s sites (the “Site”) for the benefit of an Agency and/or Advertiser. Except where context clearly indicates to the contrary, any use herein of either the term “Agency” or “Advertiser” shall mean both Agency and Advertiser collectively. An IO will be binding only if accepted as provided in Section I (b) below. Each IO shall specify: (a) the type(s) and amount(s) of inventory to be delivered (e.g., impressions, clicks or other desired actions) (the “Deliverables”); (b) the price(s) for such Deliverables; (c) the maximum amount of money to be spent pursuant to the IO (if applicable), and (d) the start and end dates of the campaign.
- b. Acceptance of the IO and these Terms and Conditions will be made upon written (which, unless otherwise specified, for purposes of these Terms and Conditions shall include paper, fax, or e-mail communication) approval of the IO by ownerIQ and Advertiser or Agency.
- c. Revisions to accepted IOs must be made in writing and acknowledged by all parties in writing.

II. AD PLACEMENT AND POSITIONING

- a. ownerIQ will comply with the IO and use commercially reasonable efforts to provide within the scope of the IO, an Ad to the Site specified on the IO when such Site is called up by an Internet user. Any exceptions must be approved by Agency in writing.
- b. ownerIQ reserves the right to make changes to its Sites and will use commercially reasonable efforts to notify the Agency within 15 business days after such change has been made, provided that such change is deemed by ownerIQ to be of a material nature.
- c. ownerIQ will submit or otherwise make electronically accessible to Agency within 5 business days of acceptance of an IO final technical specifications, as agreed upon by the parties.
- d. Ad delivery shall comply with editorial adjacencies guidelines stated on the IO, if any. If Agency notifies ownerIQ that specific Ads are in violation of such editorial adjacencies guidelines, as Agency’s sole remedy, ownerIQ will make commercially reasonable efforts to correct within 48 hours such violation.
- e. Agency may elect to use a 3rd party ad server if it is on ownerIQ’s list of approved 3rd party ad servers.
- f. Advertiser hereby grants to ownerIQ a limited, non-exclusive, revocable, non transferrable license to display, reproduce, perform, cache, and promote the Ads and the Advertiser provided content therein.
- g. If ownerIQ reasonably believes in good faith that the Ad Materials may violate these Terms and Conditions, or that continuing the Ads could expose ownerIQ to liability or harm, ownerIQ

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reserves the right to immediately and temporarily suspend the Ads without penalty while working in good faith with Advertiser and Agency to resolve any issues.

III. PAYMENT AND PAYMENT LIABILITY

- a. **Invoices** -- The initial invoice will be sent upon completion of the first month's delivery or within 30 days of completion of the IO, whichever is earlier. Invoices are to be sent to: Advertiser or Agency billing address as set forth in the IO and will include, if applicable, the IO number, Advertiser name, brand name or campaign name, and any number or other identifiable reference stated as required for invoicing on the IO. ownerIQ should invoice Agency for the services provided on a calendar month basis based on either actual delivery or on prorated distribution of delivery over the term of the IO, or as otherwise specified in the applicable IO.
- b. **Payment Date** -- Agency will make payment within 30 days from the date of the invoice, or as otherwise stated in a payment schedule set forth in the IO. ownerIQ may notify Agency that it has not received payment after such thirty-day period and whether it intends to seek payment directly from Advertiser, and may do so 5 business days after providing such notice.
- c. **Interest** -- For any late payments ownerIQ may elect to charge 1.5% interest per month (up to a maximum of the highest rate allowed by law if lower).

IV. REPORTING

- a. ownerIQ will, within 5 business days of the start date on the IO, notify Agency, either electronically or in writing, stating whether the components of the IO have begun delivery.
- b. ownerIQ shall make reporting available periodically, either electronically or in writing, as specified in the IO. Agency and Advertiser are entitled to reasonably rely upon such reporting, subject to receipt of ownerIQ's invoice for such period.
- c. In the event that ownerIQ learns that it has delivered an incomplete or inaccurate report, or no report at all, it will cure such failure within 10 business days.
- d. ownerIQ's reports, impression counts and internal server data will apply in the event of any conflict with any data from a 3rd party ad server or tracking by Agency or Advertiser.

V. CANCELLATION AND TERMINATION

- a. At any time prior to the serving of the first impression of the IO, Agency may cancel the IO with 30 days prior written notice, with a penalty for such cancellation equal to 50% of the value of the IO yet to be delivered. For clarity and by way of example, if Agency cancels an IO having a value of \$100,000 15 days prior to the serving of the first impression, Advertiser will only be responsible for \$50,000 (50% of the \$100,000 IO value).
- b. Upon the serving of the first impression of the IO, Agency may cancel the IO for any reason, subject to the penalty provisions discussed in section V(a) above, by providing ownerIQ written notice of cancellation which will be effective after the later of: (i) 30 days after serving the first impression of the IO; or (ii) 30 days after providing ownerIQ with such written notice. ownerIQ will use commercially reasonable efforts to stop delivery of Deliverables promptly. However, if half or more of the Deliverables have been delivered in good faith by ownerIQ by the effective date of the termination, then the entire amount otherwise payable under the IO shall be due

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and payable in full.

- c. Either party may terminate an IO at any time if the other party is in material breach of its obligations hereunder that is not cured within 10 days after written notice thereof from the non-breaching party, except as otherwise stated in this Agreement with regard to specific breaches. Additionally, if Agency or Advertiser commit a violation of the same Policy (as defined below), where such Policy had been provided by ownerIQ to Agency, on three separate occasions after having received timely notice of each such breach, even if such breach has been cured by Agency or Advertiser, then ownerIQ may terminate the IO associated with such breach upon written notice. If Agency or Advertiser do not cure a violation of a Policy within the applicable ten day cure period after written notice, where such Policy had been provided by ownerIQ to Agency, then ownerIQ may terminate the IO associated with such breach upon written notice and Agency shall remain liable for the full amount to be paid under the IO.

VI. MAKEGOODS

- a. ownerIQ shall monitor delivery of the Ads, and shall notify Agency or Advertiser either electronically or in writing as soon as possible (and no later than two weeks before IO end date unless the length of the campaign is less than two weeks) if ownerIQ believes that an under-delivery is likely. In the case of a probable or actual under-delivery, the parties may arrange for makegood consistent with these Terms and Conditions.
- b. In the event that actual Deliverables for any campaign fall below guaranteed levels, as set forth in the IO, and/or if there is an omission of any Ad (placement or creative unit), Agency and ownerIQ will make an effort to agree upon the conditions of a makegood flight. If no makegood can be agreed upon, Agency may execute a credit equal to the value of the under-delivered portion of the contract IO for which it was charged. In the event that Agency or Advertiser has made a cash prepayment to ownerIQ, specifically for the campaign IO for which under-delivery applies, then if Agency and/or Advertiser is current on all amounts owed to ownerIQ under any other agreement for such Advertiser, Agency may elect to receive a refund for the under-delivery equal to the difference between the applicable pre-payment and the value of the delivered portion of the campaign. In no event will ownerIQ provide a makegood or extend any Ad beyond the period set forth in the IO without prior written consent of Agency.

VII. BONUS IMPRESSIONS

- a. Where Agency utilizes a 3rd Party Ad Server, ownerIQ will not bonus more than 20% above the Deliverables specified in the IO without prior written consent from Agency. Permanent or exclusive placements shall run for the specified period of time regardless of over-delivery, unless the IO establishes an impression cap. Agency will not be charged by ownerIQ for any additional Ads above any level guaranteed or capped in the IO. If a 3rd Party Ad Server is being used and Agency notifies ownerIQ that the guaranteed or capped levels stated in the IO have been reached, ownerIQ will use commercially reasonable efforts to suspend delivery within 72 hours.
- b. Where Agency does not utilize a 3rd Party Ad Server, ownerIQ may bonus as many ad units as ownerIQ chooses unless otherwise indicated on the IO. Agency will not be charged by ownerIQ

for any additional advertising units above any level guaranteed in the IO.

VIII. FORCE MAJEURE

- a. Excluding payment obligations, neither party will be liable for delay or default in the performance of its obligations under this Agreement if such delay or default is caused by conditions beyond its reasonable control, including but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, or labor disputes. In the event that ownerIQ suffers such a delay or default, it shall make reasonable efforts within five business days to recommend a substitute transmission for the Ad or time period for the transmission. If no such substitute time period or makegood is reasonably acceptable to Agency, ownerIQ shall allow Agency a pro rata reduction in the space, time and/or program charges hereunder in the amount of money assigned to the space, time and/or program charges at time of purchase.
- b. ownerIQ shall not be responsible for any delay or underdelivery due to delays by Agency or Advertiser (including without limitation, due to late delivery of Ad creative materials or suspension of a campaign due to breaches by Agency or Advertiser. In such cases, ownerIQ shall not be responsible for any makegoods or other compensation.
- c. If Agency's ability to transfer funds to third parties has been materially negatively impacted by an event beyond the Agency's reasonable control, including, but not limited to, failure of banking clearing systems or a state of emergency, then Agency shall make every reasonable effort to make payments on a timely basis to ownerIQ. Subject to the foregoing, such excuse for delay shall not in any way relieve Agency from any of its obligations as to the amount of money that would have been due and paid without such condition.

IX. AD MATERIALS

- a. It is Agency's obligation to submit Ad content and creative ("Advertising Materials") in accordance with ownerIQ's then existing advertising criteria or specifications (including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with ownerIQ's public image, community standards regarding obscenity or indecency, other editorial or advertising policies, and material due dates)(collectively "Policies"). ownerIQ's sole remedy for a breach of this provision is set forth in paragraphs (b and c) below, Section V(c), and Section X(b). If Advertising Materials are late, Agency and/or Advertiser is still responsible for the media purchased pursuant to IO.
- b. ownerIQ reserves the right within its discretion to reject or remove from its Site any Ads where the Advertising Materials or the site to which the Ad is linked do not comply with its Policies, or that in ownerIQ's sole reasonable judgment, do not comply with any applicable law, regulation or other judicial or administrative order. In addition, ownerIQ reserves the right within its discretion to reject or remove from its Site any Ads where the Advertising Materials or the site to which the Ad is linked are or may tend to bring disparagement, ridicule, or scorn upon ownerIQ or any of its Affiliates (as defined below), provided that if ownerIQ has reviewed and approved such Ads prior to their use on the Site, ownerIQ will not immediately remove such Ads before making commercially reasonable efforts to acquire mutually acceptable alternative

Advertising Materials from Agency.

- c. If Advertising Materials provided by Agency are damaged, not to ownerIQ's specifications, or otherwise unacceptable, ownerIQ will use commercially reasonable efforts to notify Agency within 5 business days of its receipt of such Advertising Materials.
- d. ownerIQ shall use all such Ads in strict compliance with these Terms and Conditions.
- e. When applicable, Third Party Ad Server tags shall be implemented so that they are functional in all aspects.
- f. ownerIQ, on one hand, and Agency and Advertiser, on the other, will not use the other's trade name, trademarks, logos or Ads in a public announcement (including, but not limited to, through any press release) regarding the existence or content of these Terms and Conditions or an IO without the other's prior written approval.

X. INDEMNIFICATION

- a. ownerIQ agrees to defend, indemnify and hold harmless Agency and Advertiser, their Affiliates (as defined below) and their respective directors, officers, employees and agents from any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively "Losses") incurred as a result of a Third Party (as defined below) claim, judgment or proceeding relating to or arising out of ownerIQ's breach of Section XII, ownerIQ's display or delivery of any Ad in breach of these Terms and Conditions or the terms of an IO, or that materials provided by ownerIQ (and not by Agency or Advertiser) for an Ad violate the right of a Third Party, are defamatory or obscene, or violate any law, regulations or other judicial or administrative action, except to the extent (1) that such claim, judgment or proceeding resulted from such materials fulfilling Agency's or Advertiser's unique specifications provided that ownerIQ did not know or should not have reasonably known that such specifications would give rise to the Loss or (2) that such materials are provided to Agency or Advertiser for review and the Agency or Advertiser knew or should have reasonably known from the visual or sonic expression of the Advertisement, while ownerIQ did not know or should not have reasonably known, that such material violated any law, regulations or other judicial or administrative action, violate the right of a Third Party or are defamatory or obscene. An Affiliate means, with respect to either party, any corporation, firm, partnership, person or other entity, whether de jure or de facto, which directly or indirectly owns, is owned by or is under common ownership with such party to the extent of at least 50% of the equity having the power to vote on or direct the affairs of the entity, and any person, firm, partnership, corporation or other entity actually controlled by, controlling or under common control with such party. A "Third Party" means an entity other than the parties to this Agreement, their respective Affiliates, and each of their respective directors, officers, employees and agents.
- b. Agency agrees to defend, indemnify and hold harmless ownerIQ, its Affiliates and their respective directors, officers, employees and agents from any and all Losses incurred as a result of a Third Party claim, judgment or proceeding relating to or arising out of (i) Agency's breach of these Terms and Conditions, (ii) Agency's display or delivery of any Ad in breach of these Terms and Conditions or the terms of an IO, or (iii) any allegation that Advertiser Materials provided by Agency (and not by ownerIQ or Advertiser) for an Ad violate the right of a Third Party, are defamatory or obscene, or violate any law, regulations or other judicial or

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administrative action, except to the extent (1) that such claim, judgment or proceeding resulted from such materials fulfilling ownerIQ's unique specifications provided that Agency did not know or should not have reasonably known that such specifications would give rise to the Loss or (2) that such materials are provided to ownerIQ or Advertiser for review and the ownerIQ or Advertiser knew or should have reasonably known from the visual or sonic expression of the Advertisement, while Agency did not know or should not have reasonably known, that such material violated any law, regulations or other judicial or administrative action, violate the right of a Third Party or are defamatory or obscene.

- c. Advertiser agrees to defend, indemnify and hold harmless ownerIQ, its Affiliates and their respective directors, officers, employees and agents from any and all Losses incurred as a result of a Third Party claim, judgment or proceeding relating to or arising out of (i) Advertiser's breach of these Terms and Conditions, (ii) Advertiser's products or services promoted via the Ads; (iii) violation of Policies (to the extent the applicable terms of such Policies have been provided to Agency at least ten days prior to the violation giving rise to the claim), or (iv) the content or subject matter of any Ad or Advertising Materials to the extent used by ownerIQ in accordance with these Terms and Conditions or an IO, including, but not limited to, allegations that such content or subject matter violate the right of a Third Party, are defamatory or obscene, or violate any law, regulations or other judicial or administrative action.
- d. Agency represents and warrants that it has the authority as agent to Advertiser to bind Advertiser to these Terms and Conditions and each IO. Agency agrees to defend, indemnify and hold harmless ownerIQ its Affiliates and their respective directors, officers, employees and agents from any and all Losses incurred as a result of Agency's alleged breach of the foregoing sentence.
- e. Notwithstanding the foregoing, in the event that ownerIQ is required to defend, indemnify or hold harmless Agency or Advertiser from a claim, judgment or proceeding of a Related Party (as defined below) of Agency or Advertiser pursuant to this Section X, Losses incurred in connection with such claim, judgment or proceeding will be limited to the amount paid for the IO which was the source of the claim. A "Related Party" is a party in a contractual relationship with the Indemnified Party where such specific contractual relationship relates to the Loss being asserted by that Related Party.
- f. Advertiser represents and warrants that it possesses all necessary rights, consents and approvals, to perform its obligations herein, including to grant the license herein, present the Ads and the Ad Materials, and offer or sell any products or services that are the subject matter of such Ads, all in compliance with all applicable laws and third party rights.
- g. Advertiser and Agency shall use any data or user information collected hereunder in compliance with all applicable laws (including without limitation privacy laws, anti spam laws, and data security laws).

XI. LIMITATION OF LIABILITY

Excluding the parties obligations under Section X or damages that result from a breach of Section XII or intentional misconduct by the parties, in no event will either party be liable for any consequential, indirect, incidental, punitive, special or exemplary damages whatsoever, including without limitation, damages for loss of profits, business interruption, loss of information and the like, incurred by the

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other party arising out of this Agreement, even if such party has been advised of the possibility of such damages.

XII. NON-DISCLOSURE, DATA OWNERSHIP, PRIVACY AND LAWS

- a. Any marked confidential information and proprietary data provided by one party, including the Ad description, and pricing, and business plans and available and potential ad products and terms, shall be deemed “Confidential Information” of the disclosing party. Confidential Information shall also include information provided by one party, which under the circumstances surrounding the disclosure would be reasonably deemed confidential or proprietary. Confidential Information shall not be released by the receiving party to anyone except an employee, or agent who has a need to know same, and who is bound by confidentiality obligations. Neither party will use any portion of Confidential Information provided by the other party hereunder for any purpose other than those provided for under this Agreement.
- b. For purposes of this Section, Agency and Advertiser shall be considered one party. Notwithstanding anything contained herein to the contrary, the term “Confidential Information” shall not include information which: (i) was previously known to a party; (ii) was or becomes generally available to the public through no fault of the receiving party (“Recipient”); (iii) was rightfully in Recipient’s possession free of any obligation of confidence at, or subsequent to, the time it was communicated to Recipient by the disclosing party (“Discloser”); (iv) was developed by employees or agents of Recipient independently of and without reference to any information communicated to Recipient by Discloser; or (v) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. Notwithstanding the foregoing, either party may disclose Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law or the rules of any applicable securities exchange or as necessary to establish the rights of either party under this Agreement; provided, however, that both parties will stipulate to any orders necessary to protect said information from public disclosure.
- c. ownerIQ, Agency, and Advertiser shall post on their respective Web sites their privacy policies and adhere to their privacy policies, which abide by the applicable laws. ownerIQ shall include a consumer Opt-Out Mechanism in the privacy policy on its website. If Advertiser has interest-based advertising conducted on its website(s) and/or app (defined by most recent DAA/NAI code), Advertiser shall include in its privacy policy a notice of interest-based advertising technology and a link to a consumer Opt-Out Mechanism, which can be a link to the consumer opt out provided by Network Advertising Initiative (NAI) (<http://www.networkadvertising.org/choices/>) and/or Digital Advertising Alliance (DAA) (<http://www.aboutads.info/choices/>). Failure by ownerIQ, on one hand, or Agency or Advertiser, on the other, to continue to post a privacy policy or non-adherence to its own privacy policy is grounds for immediate cancellation of the IO by the other parties.
- d. Agency, Advertiser and ownerIQ will comply with at all times, all applicable federal, state and local law, ordinances, regulations and codes which are relevant to their performance of their respective obligations under this Agreement.

XII. MISCELLANEOUS

- a. ownerIQ represents and warrants that ownerIQ has all necessary permits, licenses, and clearances to sell the inventory represented in the IO subject to the terms and conditions of this agreement, including any applicable Policies. Agency and Advertiser represents and warrants that Advertiser has all necessary licenses and clearances to use the content contained in their Ads and Advertising Materials.
- b. Neither Agency nor Advertiser may resell, assign or transfer any of its rights or obligations hereunder, and any attempt to resell, assign or transfer such rights or obligations without ownerIQ's prior written approval will be null and void. All terms and provisions of these Terms and Conditions and each IO will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns.
- c. In the event of any inconsistency between the terms of an IO and these Terms and Conditions, the terms of the IO shall prevail. All IOs shall be governed by the laws of the Commonwealth of Massachusetts. ownerIQ and Agency (on behalf of itself and not Advertiser) agree that any claims, legal proceeding or litigation arising in connection with the IO (including these Terms and Conditions) will be brought solely in the Commonwealth of Massachusetts, and the parties consent to the jurisdiction of such courts. No modification of these Terms and Conditions or any IO shall be binding unless in writing and signed by both parties. 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.
- d. If Advertiser or Agency has multiple IOs or ad campaigns with ownerIQ, and is in breach of these Terms and Conditions under any one or more IO or ad campaign, then, in ownerIQ's discretion, ownerIQ may elect to suspend or terminate only the affected IOs or campaigns, or the entire relationship and all agreements with such Advertiser or Agency, in accordance with the proper procedures herein (including any applicable notice and cure periods).
- e. Any notice required to be delivered hereunder shall be deemed delivered three days after deposit in U.S. mail, return receipt requested, one business day if sent by overnight courier service, and immediately if sent electronically or by fax, with reasonable confirmation of delivery. All notices to ownerIQ and Agency shall be sent to the contact as noted in the IO. All notices to Advertiser shall be sent to the address specified on the IO.
- f. Sections III, VI, X, XI, XII, and XII shall survive termination or expiration of this Agreement and Section IV shall survive for 30 days after the termination or expiration of this Agreement. In addition, each party shall return or destroy the other party's Confidential Information and remove Advertising Materials and Ad tags.