EXHIBIT A
TERMS AND CONDITIONS

1. **Services & Restrictions**

    1.1.   Services. **MediaRevo.** offers a license of the MediaRevo advertising platform ("Platform") and other components both proprietary and external service based to serve online display advertisements ("Ads"), data collection, analytics and attribution as set forth in Attachment A ("Services"). Client herein referred to as the "Customer" may choose to use the Platform to manage its own campaigns itself ("Self-Serve Customer") or, on a managed services basis ("Full Service Customer"). The services selected by Customer shall be set forth on a purchasing document, a form of which is attached hereto as Attachment(s) B the ("Purchasing Document") for which the related rates are governed by attachment C ("Rate Card") . The Purchasing Document shall simply indicate whether Customer elects to be MANAGED SERVICE OR SELF SERVICE.

    1.2.   Right to Access and Use. In consideration of Customer's payment of the applicable fees and subject to the terms and conditions of this Agreement, MediaRevo hereby grants Customer a limited, non-exclusive, non-transferable (except in connection with an assignment of this Agreement as permitted in Section 11.6), revocable license, during the Term, to access and use the Services. If provided an application programming interface ("API") by MediaRevo in connection with the Services, MediaRevo hereby grants to Customer a limited, non-exclusive, non-assignable, non-transferable license to the API for the purpose of accessing or using the data or Services provided by MediaRevo.

    1.3.   Restrictions. Except as expressly permitted herein, Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services, the Platform and any technology or software used by MediaRevo to provide the Services, including without limitation, underlying technology, trade secrets, data, content or information (collectively including the Services, "MediaRevo Technology") in any way; (ii) modify, adapt, translate or make derivative works based upon the MediaRevoTechnology, (iii) reverse engineer, disassemble, decompile or otherwise attempt to derive source code from the MediaRevo Technology, (iv) reproduce any portion of the MediaRevo Technology, (v) send or store infringing, or otherwise unlawful or tortious material, including material violative of third party intellectual property or privacy rights; (vi) send or store material containing software viruses, worms, Trojan horses, time bombs, cancelbots or other harmful computer code, files, scripts, agents, programs or programming routines (collectively, "Harmful Code") to, on or through the MediaRevo Technology (or any portion thereof), (vii) interfere with or disrupt the integrity or performance of the MediaRevo Technology (or any portion thereof), including without limitation, the Services, the Platform, the API or the data contained therein, (viii) access the Platform or APIs by any means other than through the interface that is provided by MediaRevo for use in accessing the Platform or APIs, (ix) attempt to gain unauthorized access to the MediaRevo Technology (or any portion thereof) or its related systems or networks or misrepresent its identity, use or attempt to use any unauthorized identification (including without limitation use of any third party logo, name or other identifier), (x) use the MediaRevo Technology (or any portion thereof) for any purpose or in any manner that is unlawful or prohibited by this Agreement, (xi) publicly disseminate information or analysis regarding the performance of the MediaRevo Technology, including without limitation, the Platform or APIs, or (xii) permit or authorize any party to do any of the foregoing.

1.4. Provision of Services. MediaRevo shall provide the Services in accordance with the features, pricing terms and other metrics as set forth in this Agreement and on the Purchasing Document. Further the services provided by MediaRevo shall be in accordance with all federal Laws and state privacy laws when applicable even though MediaRevo will NOT be collecting, using or storing PII's (Personally Identifiable Information) for anything other than the customer's own use. Customer acknowledges that the Services utilize a among other components, a bidded platform, which may be affected by third party systems and that MediaRevo cannot guarantee delivery of the Services at any level. MediaRevo and its licensors reserve all rights not expressly granted hereunder, including the right, in its sole discretion to continually evolve the Services and all related technologies, to upgrade, modify or discontinue, temporarily or permanently, all or a part of the Services and to regulate traffic or Customer's use of the Services at any time and without notice in its sole discretion. In the event that MediaRevo exercises any such right and Customer's access or use of the Services is materially restricted, MediaRevo will provide notice of the actions taken as soon as practicable. By way of example only, some of the circumstances when MediaRevo may regulate traffic or Customer's use of the Services include, but are not limited to, the following: (i) an abnormal spike in activity, (ii) inferior quality of inventory from a specific exchange, and/or (iii) any activity that interferes with the operation of the Platform.

1.5. Custom Work. MediaRevo may perform custom work ("Custom Work"), from time to time, which shall be agreed upon by the parties in advance upon the terms set forth in an amendment to this Agreement (or by email) ("Custom Work Amendment"). Custom Work is any work or tasks Customer wishes to have performed above and beyond the standard work or tasks associated with a particular Service. By way of example only, the following would qualify as Custom Work: (i) pulling logs, (ii) custom reports, (iii) custom feature requests, (iv) impressions discrepancies going back further than 2 weeks, (v) reconciliation work going back further than two weeks, (vi) any third party integration requests, and (vii) any ad ops or development work performed for a Self-Serve/Managed or API Customer.

2. **Customers Responsibilities.**

2.1. Use of the Service. Customer is responsible for all activity occurring under its account and shall (i) abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Services, including those related to advertising, data privacy, international communications and the transmission of technical or personal data, and all compulsory industry self-regulations ("Applicable Laws"), (ii) not use the Services in a manner that could reasonably be expected to damage the Services. Customer shall notify MediaRevo immediately of any unauthorized use of any password or account or any other known or suspected breach of security and use reasonable efforts to stop immediately any copying or distribution of Ads or data that is known or suspected by Customer. In the event Customer is an Agency, Customer shall ensure its Advertisers are in compliance with the foregoing.

2.2. Privacy Policy. Customer will maintain and abide by a legally sufficient privacy policy that is consistent with Applicable Laws. At a minimum, Customer's privacy policy must (i) notify users in plain English what information is being collected from or about the user(s); (ii) how such information is to be used once collected, including its use to select advertisements that are more likely to be of interest to the user; (iii) disclose what technologies, if any, are used to gather information about users, including but not limited to cookies, web beacons, browser cache technologies, locally stored objects (LSOs), statistical identifiers, clear gifs, embedded scripts and /or similar means; (iv) explain how, and for what purpose, any data collected may be shared with and/or used by third parties; (v) contain a statement to the effect that third parties may also gather user data and that Customer's privacy policy may not describe the privacy practices of such third parties and (vi) if applicable, include a conspicuously posted mechanism by which users may opt

out of the collection of data regarding their internet usage. There must be a link to this privacy policy on each webpage where data gathering occurs. In the event Customer is an Agency, Customer shall ensure its Advertisers are in compliance with the foregoing.

3. **Account Information and Data**

3.1. Customer Data. MediaRevo does not own any data, information or material that Customer submits to MediaRevo in the course of using the Services ("Customer Data"). Customer, not MediaRevo, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and MediaRevo shall not be responsible or liable in any manner for such Customer Data not provided by MediaRevo.

3.2. License. MediaRevo shall be free to use aggregate anonymized Customer Data not capable of identifying Customer (or Advertiser, if applicable) for MediaRevo's own internal use and marketing, and Customer hereby grants MediaRevo a worldwide, non-exclusive, perpetual, royalty-free, fully paid-up license to use such aggregate information for such purposes including, without limitation, improving the operation of the Services, statistical analysis and distributing aggregated statistics to clients, potential clients and the general public.

4. **Intellectual Property Ownership**. MediaRevo alone (and its licensors, where applicable) own all right, title and interest, including all related intellectual property rights (e.g., patent, copyright, trade secret), in and to: (i) the MediaRevo name, the MediaRevologo, and any of the product names associated with the Services, all of which are trademarks of MediaRevo("MediaRevo Marks"), and no right or license is granted to use the MediaRevo Marks, and (ii) the MediaRevo Technology (exclusive of your Customer Data) and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer, Advertiser or any other party relating to the Services. This is an agreement for the provision of Services and not an agreement for sale. Customer acknowledges that it is obtaining only a limited right to access and use the MediaRevo Technology and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to Customer under this Agreement or otherwise. MediaRevo acknowledges that Customer alone (and its licensors, where applicable) shall own all right, title and interest in and to the Customer Data and Customer's intellectual property rights therein, and no right or license is granted to MediaRevo, except as specifically provided herein.

5. **Confidential Information**

5.1. Definition. "Confidential Information" means: (i) MediaRevo Technology; and (ii) any business or technical information of MediaRevo or Customer, including but not limited to any information relating to MediaRevo's or Customer's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how.

5.2. Exclusions. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (ii) is known to the receiving party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (iv) the receiving party rightfully obtains from a third party without restriction on use or disclosure; or (v) is disclosed with the prior written approval of the disclosing party.

5.3. Use and Disclosure Restrictions. During the term of this Agreement, and for a period of two (2) years after any termination of this Agreement, each party will not use the other party's Confidential Information except as permitted herein, and will not disclose such Confidential Information to any third party except to employees and consultants as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein executed in writing by such employees and consultants); provided, however, that MediaRevo may use and disclose such

Confidential Information as may be necessary to perform the Services. However, each party may disclose Confidential Information of the other party: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement; and (ii) on a confidential basis to legal or financial advisors.

6. Term and Termination

6.1.   Term. This is a 90 day contract automatically recurring in 30 day increments.

6.2.   Termination. Each party may terminate this Agreement (a) for a material breach of the other Party that, if capable of cure, remains uncured for a period of thirty (30) days after written notice.

6.3.   Effect of Termination. Upon any termination of this Agreement, all rights and licenses granted to Customer hereunder shall terminate and Customer shall immediately cease all access to and use of the Services, the Platform (including any content contained therein), the MediaRevo Technology and any Confidential Information of MediaRevo. Upon termination of this Agreement, MediaRevo will discontinue use of any Customer Data and return such Customer Data to Customer to the extent such Customer Data is maintained in a state that is discrete or distinct from other data in MediaRevo's possession or control.

6.4.   Return of Confidential Information. Each party shall promptly return or, if requested, destroy, all Confidential Information of the other party then in its possession and control, and provide the other party with an officer's written certification, certifying to compliance with the foregoing.

6.5.   Non exclusive Remedy. Termination of this Agreement by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party.

6.6.   Survival. The rights and obligations of the parties contained in Sections 3.2, 4, 5, 6.4, 8-11 and all unpaid payment obligations as of the date of expiration or termination will survive the expiration or termination of this Agreement.

7. Representations & Warranties

7.1.   Each party represents and warrants that: (i) it has the authority to enter into this Agreement, grant the licenses, and perform the services herein, and (ii) it has secured all licenses and permissions necessary to provide such licenses and (iii) it will comply with Applicable Law.

7.2.   When applicable MediaRevo will comply with all third party terms of use, policies, and procedures in provisioning the Services or placing Ads.

8. Indemnification.

8.1.   Customer. Customer shall defend, indemnify and hold harmless ("Indemnify") MediaRevo, its licensors and each of their parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents ("Related Parties") harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) ("Liabilities") arising out of or in connection with an unaffiliated third party's claims ("Claims"): (i) arising from the Ads submitted under Customer's account, Customer Data and/or the Customer's or Advertiser's trademarks, logos or other content, if any, or MediaRevo's use of the foregoing as permitted under this Agreement, including allegations that any of the foregoing (a) infringes the rights of, or has caused harm to, a third party, (b) contains Harmful Code, or (c) violates Applicable Law; (ii) arising from the Customer's violation of Applicable law or use of the Services or any materials provided by MediaRevo in a manner not permitted under this Agreement, or (iii) arising from Customer's breach of this Agreement.

8.2.   MediaRevo shall Indemnify Customer, its licensors and each of their Related Parties from and against any and all Liabilities arising out of or in connection with any Claims alleging that Customer's use of the Platform or the Service in accordance with this Agreement infringes the rights of, or has caused harm to, a third party; provided that, such indemnification does not apply to the extent that Claims arise from: (i) the infringement or misappropriation by Customer Data or

other materials or information provided by Customer to MediaRevo, (ii) the combination, operation or use of the Platform or Service(s) with any product or service not provided or authorized in writing by MediaRevo, or (iii) any third party systems, technology, materials or information not provided or authorized by MediaRevo; (ii) arising from MediaRevo's violation of Applicable Law.

8.3. Procedure. Each party's indemnification obligations are contingent on the indemnified party: (i) giving prompt written notice of the to the indemnifying party; provided that the indemnifying party's shall be released from its indemnification obligations only to the extent that the indemnified party's failure to provide prompt notice materially prejudices the Indemnified Party's ability to defend the Claim, (ii) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnified party may not settle or defend any Claim unless the indemnified party is unconditionally released from all liability and such settlement does not negatively and materially affect the indemnified party's business); (iii) provides to the indemnifying party all available information and assistance; and (iv) not having compromised or settled the Claim.

9. **Disclaimer of Warranties.** UNLESS EXPLICITLY STATED HEREIN, MediaRevo AND ITS LICENSORS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED. THE SERVICES ARE MADE AVAILABLE "AS IS" AND "AS AVAILABLE" AND MediaRevo DOES NOT REPRESENT OR WARRANT THAT (I) THE MediaRevo TECHNOLOGY (OR ANY PORTION THEREOF) OR THE USE THEREOF WILL BE SECURE, TIMELY, ACCURATE, COMPLETE, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (II) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (III) ANY STORED DATA WILL BE ACCURATE, RELIABLE OR FREE FROM LOSS; OR (IV) THE SERVICES OR THE INFRASTRUCTURE THAT MAKES THE SERVICES AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MEDIAREVO AND ITS LICENSORS HEREBY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. MEDIAREVO SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE CONTROL OF MEDIAREVO.

10. **Limitation of Liability.** IN NO EVENT SHALL MEDIAREVO BE LIABLE HEREUNDER FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. MediaRevo's MAXIMUM LIABILITY HEREUNDER SHALL BE LIMITED TO THE AMOUNTS PAID TO MediaRevo HEREUNDER IN PLATFORM FEES DURING THE ONE MONTH PRIOR TO THE DATE ON WHICH THE CLAIM AROSE FOR USE OF THE APPLICABLE SERVICE THAT IS THE SUBJECT OF THE CLAIM.

11. **General.**

11.1. Amendment and Waiver. Except as otherwise expressly provided herein, any provision of this Agreement may be amended, and the observance of any provision of this Agreement may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the written consent of the parties. However, it is the intention of the parties that this Agreement here to be controlling over additional or different terms of any Purchasing Document, confirmation, invoice, or similar document, even if accepted in writing by both parties, and that waivers and amendments shall be effective only if made by written agreements specifically

amending or waiving a particular provision and is clearly understood by both parties to be an amendment or waiver.

11.2. Governing Law; Jurisdiction. This Agreement will be governed and interpreted in accordance with the laws of the State of Florida without reference to conflicts of laws principles. The Parties agree that any dispute under this Agreement shall be brought in the federal courts of Miami-Dade County and in the State Court located in Miami-Dade County, Florida.

11.3. Publicity. The terms and conditions of this Agreement are confidential and Customer agrees that it will not disclose such terms and conditions, or issue any press releases or other public statements relating to the relationship created by this Agreement without MediaRevo's prior written approval. MediaRevo shall be permitted to list Customer as a customer in MediaRevo's marketing materials.

11.4. Monitoring. MediaRevo may monitor Customer's use of the Services for violations of this Agreement and any other behavior MediaRevo considers harmful. MediaRevo may provide information about Customer's use of the Services to law enforcement authorities and affected third party vendors or suppliers (e.g., exchanges, networks) in its sole discretion.

11.5. Non-Solicitation. Customer agrees that during the term of this Agreement and for twelve months thereafter, Customer will not encourage or solicit any employee or consultant to leave the employ of MediaRevo; provided that, Customer shall not be prohibited from employing any such person who contacts such party in response to a published general solicitation not specifically targeted at such person.

11.6. Assignment. Neither party may assign this Agreement without the other's consent, except to an acquirer of all or substantially all of the assets, equity or business of the assigning party.

11.7. Headings. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement.

11.8. Notices. Notices under this Agreement shall be sufficient only if in writing and personally delivered, delivered by a major commercial rapid delivery courier service, delivered by email (with confirmation of receipt) or mailed by certified or registered mail, return receipt requested, to a party at its addresses first set forth herein or as amended by notice pursuant to this subsection. If not received sooner, notice by mail shall be deemed received 5 days after deposit in the mail. Notice to the parties shall be provided to the designated notice recipient at the address or the email address specified on the first page of this Agreement.

11.9. Entire Agreement. This Agreement supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among MediaRevo and Customer relating to the subject matter of this Agreement and all past dealing or industry custom.

11.10. Relationship of the Parties. The parties are independent contractors, and nothing in this Agreement shall be deemed to create a joint venture or partnership.

11.11. Severability. If any provision of this Agreement is held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

11.12. Force Majeure. Neither party will be liable for failure or delay in performing its obligations because of causes beyond its reasonable control, including without limitation acts of God, terrorism, war, riots, fire, earthquake, flood or degradation or failure of third party networks or communications infrastructure.

11.13. Subcontractors. Customer acknowledges that MediaRevo may use third parties to operate the Services and fulfill MediaRevo's obligations hereunder. Nonetheless, MediaRevo shall continue to be responsible for the performance of its obligations hereunder by any such subcontractor.

11.14. Basis Of Bargain. EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL, BARGAINED FOR BASES OF THIS AGREEMENT, AND THAT THEY HAVE BEEN

TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.