



SERVICE AGREEMENT

This TELYSIS INTERNET TRAFFIC ARBITRAGE AND AUCTION SERVICES AGREEMENT (“**Agreement**” or “**TSA**”) is made as of the date last signed below (“**Effective Date**”) by and between Telysis Communications Network (“**Telysis**”) and [Business Name] (“**Customer**”), with a place of business specified below (Telysis and Customer, each a “**Party**”).

This Agreement is subject to the attached Terms and Conditions.

Terms and Conditions

1. Definitions. (a) “**Ad(s)**” means any text, rich media, graphics, video and/or audio material or combination thereof, that is promotional in nature and displayed on digital media. (b) “**Advertiser**” means a person or entity that has authorized Customer to acquire, on behalf of such person or entity, Digital Media Inventory for Ads. (c) “**Advertising Data**” means all data of Customer’s Advertisers received by Telysis and any data identifying the Advertiser that is collected from any campaigns or websites of Advertiser during the course of this Agreement. (d) “**Affiliate**” means a corporation or other entity of which the Customer has ownership, directly or indirectly, of fifty percent (50%) of the voting stock or equivalent interest in such corporation or entity. (e) “**Business Hours**” mean Monday through Friday from 8:00 a.m. to 6:00 p.m. Eastern Time, exclusive of federal holidays. (f) “**Digital Media Inventory**” means the digital advertising inventory sold or acquired through the TITAS™ Network, Telysis Communications Network, and any other ad exchanges. (g) “**Gross Spend**” means the total amount set forth in an Insertion Order or otherwise agreed to be spent related to the acquisition of Digital Media Inventory for the Customer via the TITAS™ Network, Telysis Communications Network, or any other ad exchanges, inclusive of any margin specified by the Customer. The TITAS™ Network, Telysis Communications Network, or any other ad exchanges may deduct Telysis Campaign Fees and Customer margin from Gross Spend and deploy the balance to acquire media inventory inclusive of publisher, exchange, data, ad serving and any other costs associated with procuring the media in accordance with the parameters specified by the Customer. (h) “**Client Training Session**” is a single training session that provides Customer employees with knowledge of trading best practices and Service Platform operations sufficient to initiate campaigns, analysis and optimization on the TITAS™ Arbitrage and Auction. (i) “**Insertion Order**” means the written online or printed document(s) specifying the details of an Advertisement campaign, incorporating Interactive Advertising Bureau’s (“**IAB**”) then currently published terms and conditions, or otherwise mutually agreed upon terms and conditions. (j) “**Marks**” means all trademarks, service marks, logos, trade dress, trade names and business names and other distinctive brand features, including all

goodwill associated therewith. (k) “**Telysis Campaign Fee**” is calculated on the campaign level, and is equal to the applicable percentage of Gross Spend specified in Schedule A. (l) “**Telysis Data**” means the data used by the TITAS™ Arbitrage and Auction Platform, Telysis Communications Network, or any third party ad exchange partners for bidding and delivery, the data derived from the performance of a campaign that does not specifically identify Advertiser, the data relating to any error, issue or enhancement to the operation or use of the TITAS™ Administration Panel, and the data that Telysis would have regardless of Customer’s or Advertiser’s use of the TITAS™ Administration Panel. (m) “**Telysis Fees**” means the TITAS™ Administration Panel Fees, fees for use of the TITAS™ Private MarketPlace™, and the other fees, costs, expenses and other amounts described in this Agreement and the incorporated schedules. (n) “**NAI Code**” means the set of self-regulatory privacy principles for third-party ad serving created and agreed to by the coalition of third-party ad serving companies referred to as the Networking Advertising Initiative (“**NAI**”) and posted at <http://www.networkadvertising.org/> (or any successor site). (o) “**TITAS Private MarketPlace™**,” means the feature of the TITAS™ Administration Panel that enables Customer to apply the features of the **TITAS™ Arbitrage and Auction Platform** to Customer-sourced media (primarily media acquired by Customer on advertising media exchanges, and from advertising networks and publishers). (p) “**TITAS™ Arbitrage and Auction Platform**” means the media buying services of Telysis Communications Network and its Partner Ad Exchanges and Networks. (q) “**TITAS™ Platform Fee**” means the amount specified in Schedule A for Customer’s use of the TITAS™ Administration Panel at the selected account service level. (r) “**Client One PLUS Support**” includes multiple training sessions, one-one-one assistance, webinars and ticket based support that provides Customer or Customer employees with knowledge of the TITAS™ Network, Telysis Communications Network, or any other ad exchanges, Ad optimization, Creatives, Buying, Selling, Trading best practices and your TITAS™ Arbitrage and Auction Platform Administration Panel operations sufficient to initiate campaigns, analysis and optimization on the TITAS™ Administration Panel. means the advertising solution consulting, execution, and training services



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provided by Telysis, as set forth in this Agreement or any incorporated schedule.

2. Service Access License. Telysis hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license during the Term of this Agreement to remotely access and use the TITAS™ Arbitrage and Auction Platform as provided by Telysis. Customer shall have access to the TITAS™ Arbitrage and Auction Platform only via: (i) remote access through the confidential password protected login process provided by the TITAS™ Arbitrage and Auction Platform or (ii) the Client One PLUS Support. Only employees of Customer, and those of Customer's Advertisers, agents and subcontractors approved by Telysis in writing (approval not to be unreasonably withheld) shall be allowed to remotely access and use the TITAS™ Arbitrage and Auction Platform pursuant to this Agreement. Customer shall be fully responsible for the use of the TITAS™ Arbitrage and Auction Platform in accordance with this Agreement by its employees and permitted Advertisers, agents and subcontractors. Except as expressly permitted under this section, Customer will not disclose any portion of the TITAS™ Arbitrage and Auction Platform or provide access to the TITAS™ Arbitrage and Auction Platform to any non-Customer personnel or entity for any purpose.

3. Trademark License. Customer, as authorized by its Advertisers, hereby grants Telysis a limited, non-exclusive, royalty free right and license during the Term to use, reproduce, perform, and display Customer's and Advertiser's Marks, including but not limited to the use, reproduction, performance and display of such Marks with Ads served in connection with this Agreement.

4. Data. Advertising Data. Customer and its Advertisers shall retain ownership to the Advertising Data, and Telysis shall retain ownership to Telysis Data. Customer hereby grants Telysis a non-exclusive, royalty-free license and right during the Term to use the Advertising Data solely to perform Telysis's obligations under and in accordance with this Agreement. Telysis may only disclose Advertising Data solely to comply with court order, law, or direction by a governmental or regulatory agency (in which event, Telysis will provide prior written notice to Customer of such disclosure and the opportunity to object to such disclosure or to seek confidential treatment of such Advertising Data). **Telysis Data.** Telysis shall use the Telysis Data solely: (i) to operate, manage, maintain and enhance the TITAS™ Arbitrage and Auction Platform, Client One PLUS Support, and (ii) to improve the TITAS™ Arbitrage and Auction Platform's method of predicting impression-level market clearing prices and winning bid prices for TITAS™ Arbitrage and Auction Platform users.

5. Intellectual Property and Retained Rights. Apart from the limited licenses granted in Sections 2, 3 and 4, each Party will own and will retain all of its respective intellectual property rights. Customer agrees and acknowledges that Telysis owns and shall retain at all times all right, title and interest in and to the TITAS™ Arbitrage and Auction Platform and all intellectual property rights associated therewith. Each Party retains all other rights not expressly granted in this Agreement.

6. Confidentiality. For purposes of this, the term "**Confidential Information**" means non-public information that either Party designates as being confidential or which, under the circumstances surrounding disclosure, reasonably ought to be treated as confidential, including without limitation, the terms of this Agreement, a Party's finances, Advertiser records and contact information, third party ad exchanges and agencies, employee lists, Advertising Data, information contained within the Insertion Order, and business, strategic development and marketing plans. Confidential Information will not include any information that: (i) is or subsequently becomes publicly available without a breach of any obligation of confidentiality owed to a Party under this Agreement or by any third party; (ii) was already known to a Party prior to the other Party's disclosure of such information so long as such information already known to a Party can be substantiated by third party data or documentation; (iii) became known to a Party from a source other than the other Party and other than by a breach of an obligation of confidentiality owed to the Party by such source and confirmation is verifiable with third party; or (iv) is independently developed by a Party so long as documentation is available to verify such independent development. Neither Party will disclose any Confidential Information to any third party; provided, however, that a Party may disclose Confidential Information to its employees, ad exchanges and agencies, agents and/or independent contractors to whom disclosure is reasonably required provided that such individuals and entities have agreed to keep such information confidential in the same or a substantially similar manner as provided for in this Agreement. Neither Party will use any Confidential Information except as expressly permitted by, or as required to achieve the purposes of, this Agreement. Each Party will take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information of a similar nature, to keep confidential the Confidential Information. Notwithstanding anything contained in this section to the contrary, a Party may disclose Confidential Information in accordance with a judicial or other governmental order or as may be required by statute; provided, however, that a Party so disclosing Confidential Information (the "**Disclosing Party**") will give the other Party (the "**Protected Party**") as much advance notice as reasonably possible of any such disclosure so that the Protected Party may seek a



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protective order or other remedy. The Disclosing Party will comply with any protective order or equivalent relating to the Confidential Information. In the event such a protective order is not obtained, the Disclosing Party will use its reasonable best efforts to ensure that only the minimum portion of the Confidential Information necessary to comply with the law is disclosed. The parties agree that monetary damages for breach of confidentiality under this section may not be adequate and the non-breaching Party shall be further entitled to injunctive relief.

7. Privacy. To the extent applicable to each Party's performance and obligations under this Agreement, the Parties shall adhere to applicable privacy law and regulation including, but not limited to, Section 5 of the FTC Act, and Telysis shall adhere to the NAI Code. Each Party will post a privacy policy conspicuously on its respective web site that is in accordance with all applicable laws, rules and regulations. Neither Party shall use TITAS™ Arbitrage and Auction Platform or the Client One PLUS Support (either directly or via Advertisers) to collect, transmit, provide, or otherwise make available to the TITAS™ Arbitrage and Auction Platform and/or the Client One PLUS Support personally identifiable information, including sensitive information, of any kind. "Sensitive information" includes the following personally identifiable information about an individual: his or her financial account numbers, insurance plan numbers, precise information about health or medical conditions, government-issued identifiers (such as a Social Security number), information that describes the precise real-time geographic location of an individual derived through location-based services such as GPS-enabled devices, as well as those elements described as sensitive information under the NAI Code. Any personally-identifiable information about a minor under the age of 13 is also "sensitive information." Neither Customer nor any of its Advertisers may merge or otherwise associate personally identifiable information with information collected via the TITAS™ Arbitrage and Auction Platform and/or Client One PLUS Support, unless such merger or association is conducted in accordance with the NAI Code and without use of the TITAS™ Arbitrage and Auction Platform or Client One PLUS Support. Customer agrees to use commercially reasonable efforts to engage only those online advertising technology providers that agree to adhere to the NAI Code or similar industry privacy standards.

8. Customer Obligations. Prior to using the TITAS™ Arbitrage and Auction Platform or Client One PLUS Support under this Agreement, Customer represents and warrants that it shall have a valid Insertion Order for each campaign implemented by the TITAS™ Arbitrage and Auction Platform for Customer on behalf of an Advertiser, and that the Insertion Order shall have become legally binding upon Customer and/or its Advertiser by the time

the TITAS™ Arbitrage and Auction Platform begins to implement the relevant campaign. Customer agrees to retain all Insertion Orders performed under this Agreement for a period up to six (6) months after termination of this Agreement and Telysis shall have the right to audit such Insertion Orders. Customer is solely responsible for (i) providing accurate information regarding any Ad campaign that it bids on through the Client One PLUS Support and/or the TITAS™ Arbitrage and Auction Platform; (ii) creating, loading, and implementing the related data files via the Client One PLUS Support and/or the TITAS™ Arbitrage and Auction Platform in accordance with this Agreement; and (iii) ensuring that the Ads, content, materials, and/or landing pages connected to the Ads do not cause damage or injury to Telysis or the TITAS™ Arbitrage and Auction Platform. Customer agrees and acknowledges that the act of loading data files or campaign specifications onto the TITAS™ Arbitrage and Auction Platform or via the Client One PLUS Support results in Ads being purchased through advertising exchange systems and other digital media sources. Customer acknowledges and agrees that Telysis does not guarantee that ad inventory meeting Customer's selected criteria will be available on the advertising exchange systems, or that it will be available in the volume desired by Customer, or that Customer will be the successful bidder for such inventory. Except to the extent caused by a technical malfunction solely in the TITAS™ Arbitrage and Auction Platform that is not based on any malfunction of any third party system, Customer is obligated to pay Telysis for such Ads. Customer shall not post or distribute any Ads through the TITAS™ Arbitrage and Auction Platform or the Client One PLUS Support that are obscene, illegal, or which promote illegal behavior. Customer agrees that it is responsible for any acts or omissions of any of its employees, agents or subcontractors, and that it will ensure such agents and subcontractors comply with the terms of this Agreement.

9. Advertisers; Advertising Tags. Customer is solely responsible for soliciting all Advertisers and launching all campaigns either directly or via express written instructions to Telysis via the Client One PLUS Support. Customer represents that it has obtained and will at all times maintain all rights, license and clearances from Advertisers necessary to utilize the TITAS™ Arbitrage and Auction Platform and/or the Client One PLUS Support as provided under this Agreement. Customer represents that it has a direct binding written agreement with all third parties implementing advertising tags for the duration of each Ad campaign. Customer is responsible for ensuring that all third party advertising tags will reliably serve the Advertiser's approved creative for the duration of the Ad campaign.

10. Telysis's Obligations. Subject to Customer's compliance with the terms and conditions of this Agreement, Telysis will (i) provide



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Customer with access to the TITAS™ Arbitrage and Auction Platform directly or via Telysis Client One PLUS Support at Customer's option in accordance with Schedule A; (ii) purchase Digital Media Inventory for Customer through the TITAS™ Arbitrage and Auction Platform or other mutually agreed mechanisms; (iii) make technical support for the TITAS™ Arbitrage and Auction Platform and/or the Client One PLUS Support available during Business Hours; and (iv) provide Client Training Session for Customer's employees at a mutually-agreed location. Customer may request additional training or training on its premises, which Telysis may provide at Telysis's then current standard published rates for such training.

11. Fees. For Telysis's media buying services accessed via the TITAS™ Arbitrage and Auction Platform and/or Client One PLUS Support, Customer shall pay the Telysis Fees. For training or any other travel to Customer's premises, Telysis may charge for actual travel, food and lodging expenses without markup. The Telysis Fees owed by Customer to Telysis are due upon Customer's receipt of the Telysis invoice. Unless Customer notifies Telysis in writing within three (3) business days following receipt of an invoice that Customer disputes an invoiced amount, Customer shall be deemed to have accepted the invoice. Customer shall provide reasonable detail with its notice of dispute, and the Parties shall work together in good faith to resolve the discrepancy. Late payments are subject to a rate of one and one-half percent (1.5%) per month from the original due date or the maximum interest allowed by law, whichever is less. **Taxes.** Except for any taxes applicable to the income of Telysis, all amounts payable hereunder are net of, and the Customer is responsible for and shall pay (or reimburse Telysis, as the case may be), any sales, use, excise, gross receipts, property, privilege, value-added, or other federal, state or local taxes or tariffs (including any interest or penalties related thereto) now in force or enacted in the future and which are applicable to any services or use of the TITAS™ Arbitrage and Auction Platform and/or Client One PLUS Support in connection with this Agreement. Telysis may invoice Customer for any such taxes and remit any payments made on any such invoice directly to the appropriate taxing authorities, and Customer will promptly reimburse Telysis for any and all such taxes or duties that Telysis may be required to pay in connection with this Agreement or its performance. **Suspension.** In the event of any late payment and upon 5 day notice, Telysis may suspend Customer's access to and use of the TITAS™ Arbitrage and Auction Platform and Client One PLUS Support on behalf of a particular Advertiser until all Telysis Fees owed on behalf of that Advertiser are paid.

12. Mutual Representations. Each Party represents and warrants that (i) it has the right and authority to enter into this Agreement

and perform its obligations, covenants and promises hereunder and (ii) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation. **Agency Representation.** Customer represents and warrants that it has the authority (i) to act as agent on behalf of each of its Advertisers in performance of this Agreement and (ii) to bind each of its Advertisers to the payment terms contained herein.

13. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE TITAS™ ARBITRAGE AND AUCTION PLATFORM AND THE CLIENT ONE PLUS SUPPORT ARE DELIVERED "AS IS" AND TELYSIS DOES NOT MAKE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE TITAS™ ARBITRAGE AND AUCTION PLATFORM OR THE CLIENT ONE PLUS SUPPORT, AND TELYSIS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. TELYSIS DOES NOT MAKE ANY REPRESENTATIONS REGARDING THE BENEFITS OR RESULTS THAT CUSTOMER, ITS ADVERTISERS OR ANY THIRD PARTIES SHALL RECEIVE FROM THE TELYSIS TITAS™ ARBITRAGE AND AUCTION PLATFORM AND/OR CLIENT ONE PLUS SUPPORT.

14. Indemnification. Mutual. Each Party will defend, indemnify, and hold harmless the other Party and its Affiliates, and their respective directors, officers, employees, agents, successors and assigns, from and against any loss, damage, settlement, cost, expense, and any other liability (including reasonable attorneys' fees and costs) (collectively, "**Losses**") related to or arising out of any third party allegation, claim, lawsuit, or proceeding (a "**Claim**") based on an allegation that, if true, would constitute a breach of a representation, warranty, covenant or obligation under this Agreement by the indemnifying Party. "Claim" excludes any allegation or claim brought by any Affiliate of the indemnified Party. **Customer Indemnification.** Customer agrees to defend, indemnify and hold harmless Telysis and its directors, officers, employees and agents from and against Losses related to or arising out of a Claim that alleges that the Ads, and/or the data or content provided by Customer to the TITAS™ Arbitrage and Auction Platform or the Client One PLUS Support are illegal, deceptive, defamatory, or obscene, or violate a consumer's online privacy or other rights, or infringe a third party's intellectual property rights. **Indemnification Procedures.** The indemnified Party shall promptly notify the indemnifying Party in writing of the claim for which the indemnified party is seeking indemnification. The indemnifying Party shall control the defense of the indemnified claim, including through choice of counsel, provided that the indemnified Party may appear at its own expense through its own counsel. The indemnifying Party may not settle any



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indemnified claim without the indemnified Party's prior written consent.

15. Limitation of Liability. Except to the extent identified by the Service Level Agreement (SLA) in Schedule A, Telysis shall not be liable to Customer, its Affiliates or any Advertiser, user, publisher, web site visitor or any other third party for any loss, cost, damages or expense incurred in connection with Customer's use of the TITAS™ Arbitrage and Auction Platform, the Client One PLUS Support or display of any Ads, or any information or data input into the TITAS™ Arbitrage and Auction Platform or Client One PLUS Support by Customer or at Customer's request, including any technical malfunction, inputting errors, computer error, corruption or loss of data, or other damage. In no event shall a Party be liable to the other Party or its Affiliates for any indirect, special, incidental, consequential or punitive damages. Except for any liabilities arising out of Sections 6 and 7, Telysis's liability under this Agreement shall not exceed the Telysis Fees due to Telysis from Customer under this Agreement for any six (6) month period following the date the liability arose.

16. Term. The initial term of this Agreement is one year from the Effective Date ("**Initial Term**"), and shall automatically renew for one year periods (each, a "**Renewal Term**") and collectively with the Initial Term, the "**Term**"; unless (i) the Agreement is terminated earlier in accordance with the terms of this Agreement, or (ii) either Party provides the other Party with written notice of its intent not to renew the Agreement at least sixty (60) days prior to the end of the then current term.

17. Termination. Either Party may terminate this Agreement in the event that the other Party materially breaches any of the provisions or obligations of this Agreement. In such event, the non-breaching Party shall give the breaching Party written notice specifying the nature of the breach, and, if the breaching Party fails to cure the breach within thirty (30) days following receipt of such notice, the non-breaching Party may thereafter terminate this Agreement effective immediately by giving written notice. In addition, either Party may terminate this Agreement if the other Party (i) becomes insolvent; (ii) makes a general assignment for the benefit of creditors; (iii) is adjudicated bankrupt; or (iv) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment or composition or general assignment for the benefit of creditors, provided however that such proceeding was not dismissed within thirty (30) days after it was instituted. Notwithstanding any other provision hereof, Telysis shall have the right to terminate this Agreement effective immediately upon written notice to Customer in the event of any breach by Customer of any of the provisions of Sections 2, 6, 7, 8 and 11 hereof.

18. Effect of Termination. Upon termination of this Agreement, (i) each Party's revocable license(s) to the other Party shall automatically and immediately be revoked; and (ii) Customer shall promptly pay to Telysis all undisputed Telysis Fees accrued and unpaid through the effective date of the termination, provided that termination of this Agreement due solely to a material breach by Telysis shall release Customer from those payment obligations only that have not yet accrued as of the date of termination. Notwithstanding anything contained herein to the contrary, all such undisputed Telysis Fees shall be due on the effective date of termination and any claim for the payment of Telysis Fees shall survive termination. Notwithstanding the foregoing, upon termination, Telysis agrees to transfer promptly to Customer any accounts for third party advertising services that Telysis maintains solely on Customer's behalf (if any), including any data maintained in such accounts by the third party advertising services.

19. Miscellaneous Provisions. (a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without reference to its conflict of law principles. For any disputes arising out of this Agreement, the parties consent to personal and exclusive jurisdiction of and venue in the state or federal courts within Richland County, South Carolina. **(b) Assignment.** Neither Party may assign or transfer any rights or delegate any duties under this Agreement without the other Party's prior written consent, except that Telysis may assign or transfer this Agreement in connection with a sale or transfer of all or substantially all of Telysis's assets, stock or business by sale, merger, consolidation, or similar transaction. Any purported assignment or transfer in violation of this Section shall be void. Subject to the foregoing restrictions, this Agreement will bind and benefit the parties and their successors and permitted assigns. **(c) Entire Agreement; Waiver.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings or discussions relating to the subject matter of this Agreement. This Agreement may be amended, modified or supplemented only by a writing that is signed by duly authorized representatives of both parties. No failure or delay on the part of either Party in exercising any right or remedy under this Agreement will operate as a waiver, nor will any single or partial exercise of any such right or remedy preclude any exercise of any other right or remedy. **(d) Counterparts.** This Agreement may be signed in multiple counterparts, and each such duly signed counterpart shall be deemed to be an original of this Agreement, provided however that each Party shall receive a counterpart fully signed by the other Party. **(e) Independent Contractor.** Each Party is an independent contractor with respect to the other Party hereunder. This Agreement shall not be construed to (i) create any employment, partnership, joint



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venture, franchise, master-servant, or agency relationship between the Parties, or (ii) authorize any Party to enter into any commitment or agreement binding on the other Party. **(f) Force Majeure.** No Party shall be liable under this Agreement for (or deemed in breach of this Agreement by reason of) any failure, delay or interruption in performing any term or condition (except obligations to pay money) of this Agreement due to cause(s) entirely beyond the control of such Party; subject however to the condition that such Party gives the other Party written notice thereof promptly and, in any event, within thirty (30) days following discovery thereof and takes immediate action to cure such cause. In the event of any such cause, the time for performance shall be extended for a period equal to the duration of such cause. Payment of the Telysis Fees due hereunder shall not be subject to this provision. **(g) Enforceability.** If any portion of

this Agreement is determined to be or becomes unenforceable or illegal, then such portion shall be reformed or eliminated to the minimum extent necessary for this Agreement to be enforceable and legal, and this Agreement shall remain in effect in accordance with its provisions as modified by such reformation or elimination. **(h) Notices.** All notices pursuant to this Agreement shall be in writing and delivered either personally, electronically, by overnight courier, or certified USPS mail, and sent to the addresses set forth in this Agreement or to such other address as a Party may later specify in writing. **(i) Publicity.** Neither Party will issue any press releases regarding this Agreement without the other Party's prior written consent; provided however, that Telysis may publicly disclose in writing the fact that Customer is a customer/client and may use Customer's Marks for such purposes.

SCHEDULE A

1. Monthly TITAS™ Arbitrage and Auction Platform Fees

Telysis Campaign Fees

4% of Gross Spending Rate

Will be applied at the campaign level based on Client selections via TITAS™ Arbitrage and Auction Platform and/or applicable Insertion Orders

TITAS™ Arbitrage and Auction Platform Hosting, Maintenance and Systems Support

\$297.00 Per Month



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Service Level	Description	TITAS™ Arbitrage and Auction Platform Fees
TITAS™ NETWORK	<p>TITAS™ System Licensing Fee</p> <p>Setup, Installation and Configuration of your TITAS™ Arbitrage and Auction Platform for Ad Networks</p> <p>Setup, Installation and Configuration of a TITAS™ Approved Turnkey Business Site</p> <p>Setup, Installation and Configuration of a TITAS™ Arbitrage and Auction Platform Publisher Network</p> <p>Setup and Integration Of Ad Exchange Partner Networks</p> <p>Configuration of a TITAS™ Arbitrage and Auction Platform Reseller System</p> <p>Payment Processor Programming and Integration With Your TITAS™ Arbitrage and Auction Platform</p> <p>Web-based TITAS Network™ training</p> <p>Access to online TITAS Network™ Support System</p> <p>TITAS Network™ online technical support</p> <p>“As Needed” One-on-One training and campaign setup guidance with a TITAS Network™ Specialist via phone and web-conference each month</p>	<p>\$7,500 One-Time Licensing Fee</p> <p>\$2,000 One-Time Setup Fee</p>

2. Service Level Agreement. Notification and Problem Reporting. Telysis shall make good faith commercially reasonable efforts to notify Customer by electronic notification of any planned outages of the TITAS™ Arbitrage and Auction Platform for maintenance purposes at least 24 hours prior to the planned outage. The designated Customer representative(s) will contact Telysis Support at support@icfx.org for all issues related to the TITAS™ Arbitrage and Auction Platform and Services. Telysis will determine the nature of the problem, set the relative priority and open a trouble ticket to initiate the problem resolution process in accordance with the Escalation Procedures defined below. Telysis Support is available via email and support tickets 24 hours a day, seven days a week.



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Escalation Procedures. In the event that there is an issue with the availability or the functionality of the TITAS™ Arbitrage and Auction Platform or Telysis Client One PLUS Support experience issues, Telysis' support group will classify the issue as part of their problem management processes and apply the escalation procedure corresponding to the issue's classification in accordance with the following descriptions:

- a. **HIGH (Priority 1) RESPONSE WINDOW** - Two Hours: Problems that cause critical impact to the business function(s) of Customer. Justifies immediate management attention and dedicated resources applying continuous efforts to resolve as soon as possible.
- b. **MEDIUM (Priority 2) RESPONSE WINDOW** - Six Hours: Problems causing degradation of service resulting in impact to the business function(s) of Customer. Justifies priority attention and application of resources to resolve in a timely manner.
- c. **LOW (Priority 3) RESPONSE WINDOW** - Twenty-Four Hours: Problems causing low impact to the business function(s) of Customer. Requires timely resolution to minimize future impacts. Resources should be allocated in accordance with normal managerial planning prioritization.

Availability and Uptime. Telysis shall make the TITAS™ Arbitrage and Auction Platform available 98% of the time, measured on a monthly basis as defined below, for use by the Customer during the Term of the Agreement. Telysis reserves the right to schedule emergency maintenance windows with 48 hours' notice to the Customer and regular maintenance windows every Saturday between 1AM and 1PM EST. Extended maintenance windows may occasionally be required. Telysis shall make best efforts to schedule maintenance windows during non-business hours.

Availability Determination. To determine system availability ("Availability"), Telysis will utilize industry standard, third party external web auditing tools. These tools will provide regular monitoring of TITAS™ Arbitrage and Auction Platform availability from a point external to the Telysis infrastructure (i.e. as an Internet "user" of the system). The TITAS™ Arbitrage and Auction Platform will be deemed to be unavailable if this external auditing tool indicates its inability to access the TITAS™ Arbitrage and Auction Platform. These tools will trigger alerts to the Telysis Data Center Operations (DCO) staff that will then execute the defined notification and escalation procedures. In addition, Telysis DCO performs internal automated and manual monitoring for key elements of the infrastructure supporting the TITAS™ Arbitrage and Auction Platform. This monitoring includes the availability to set appropriate threshold levels for system capacity and trigger alerts to DCO staff when either thresholds are exceeded or elements of the Web Site or TITAS™ Arbitrage and Auction Platform become unavailable. The following are excluded from the determination of Availability: (i) scheduled maintenance windows as defined above, (ii) reasons of Force Majeure, as defined in the Agreement, (iii) issues associated with the Customer's personal computers, local area networks or the Internet, (iv) issues with customer's Internet Service Provider (ISP) connections, (v) issues arising from misuse of the TITAS™ Arbitrage and Auction Platform by Customer, (vi) any period of unavailability lasting 15 minutes or less per day and/or (vii) any outages caused by third-party provided data and their supporting systems.

Remedy for Service Unavailability. In the event that availability of the TITAS™ Arbitrage and Auction Platform falls below 98% in any given calendar month, Telysis and the Customer agree that Customer's sole and exclusive remedy is a discount of 12% to that month's TITAS™ Arbitrage and Auction Platform Fee.

Predictive Capacity Planning. Telysis shall maintain applications to monitor operations and performance of the TITAS™ Arbitrage and Auction Platform and to supply information to allow Telysis to perform predictive capacity planning for the TITAS™ Arbitrage and Auction Platform.

Data Retention and Service Continuity. Telysis will back up Customer Data on a daily basis after each available calendar day. In the event of a major system outage, Telysis will recover backed-up Customer Data to the last point in time back up. Telysis will store



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copies of encrypted Customer Data backups at both an on-site and a secure third party contracted offsite location. Access to these backups will be limited to authorized personnel as defined by Telysis. Any special request by Customer for access to or restoration of backup Customer Data as a business service shall be subject to a separate agreement between the Parties. Any special request by Licensee for deletion of all records to be purged from all production and backup Customer Data as a business service shall be subject to a separate agreement between the Parties.

Telysis maintains contractual service level agreements with its systems providers that allow internal recovery of impacted systems within generally accepted industry standard timeframes. If Telysis determines it cannot continue to operate the TITAS™ Arbitrage and Auction Platform from the Telysis data center due to catastrophic events, Telysis will exercise a standing agreement with a third party supplier of disaster recovery services located off premises.

Changes to Service Level. Service Levels shall be reviewed periodically and each party shall cooperate in good faith to adapt the TITAS™ Arbitrage and Auction Platform provided as quantities increase or change in any way. Any changes to the service levels shall be mutually agreed to by the Parties in writing

3. Client One PLUS Support. The “**Client One PLUS Support**” is defined as the Telysis service offering in which certain of Customer’s campaigns are directly managed and traded by Telysis staff. The Client One PLUS Support includes:

- Campaign strategy planning to align with client requirements and objectives
- Pixel generation and verification of pixel firing
- Ad tag trafficking for all applicable media sources
- Campaign setup and launch
- Campaign monitoring
- Performance reporting
- Campaign analysis, based on mutually agreed scope and frequency

Telysis and Customer will mutually agree, on a campaign-by-campaign basis, those of Customer’s campaigns to include in the Client One PLUS Support. In its sole discretion, Telysis retains the right to refuse any campaign for the Client One PLUS Support. Campaigns accepted by Telysis for the Client One PLUS Support will be classified as “Managed by Telysis” within the TITAS™ Arbitrage and Auction Platform, or is subject to an agreed upon Insertion Order between Customer and Telysis.

4. TITAS™ MarketPlace. “**TITAS™ MarketPlace**” is the feature of the TITAS™ Arbitrage and Auction Platform that enables Customer to apply the features of the TITAS™ Arbitrage and Auction Platform to Customer-sourced media (primarily media acquired by Customer on advertising media exchanges, and from advertising networks and publishers). Fees for Customer’s use of the TITAS™ Private MarketPlace feature will be charged at the rate of \$0.15 CPM.

5. Custom Development; Professional Services. Any custom development or other professional services that Customer requests outside the scope of this Agreement shall be performed on a time and materials basis at Telysis’ then current rates in accordance with a separate professional services agreement between the Parties.



SERVICE AGREEMENT

IN WITNESS WHEREOF, Telysis and Customer have executed this Agreement effective as of the Effective Date.

Telysis Communications Network

Customer:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____