

## ENGAGE BUYER ADDENDUM

This Engage Buyer Addendum represents additional terms and conditions that pertain to you as a Buyer on the Engage Platform, and together with the Master Service Agreement for Buyers and Sellers (collectively the "Agreement") governs your access to and use of the Engage Platform. All undefined capitalized terms in this Buyer Addendum have the meaning as defined in the Master Service Agreement for Buyers and Sellers.

### 1. Payment Terms.

**1.1. Payment by Buyers.** As a Buyer, you will pay Engage for each and every time Engage displays your Ads on Seller's Inventory as reported by Engage, where the Inventory meets Engage's Policies for payable impressions. For each calendar month in which your Ads are displayed on Seller's Inventory, Engage will aggregate the corresponding amounts based on the price paid for each Ad displayed ("Total Media Cost"). Engage will report the Total Media Cost to you after the end of such calendar month. For each full or partial calendar month in which this Agreement is in effect, you will pay Engage the Total Media Cost within thirty (30) days after the end of the calendar month in which Total Media Cost is incurred. All payments will be made in U.S. dollars. Payments are calculated solely based on records maintained by Engage. If you dispute any payments as recorded by Engage, you must notify Engage in writing within thirty (30) days of any such report being provided to you which details the Total Media Cost. Failure to notify Engage of a dispute will result in your waiver of any claims related to such disputed report. If you fail to pay Engage on time, Engage may suspend delivery of your Ads until your account is made current. Buyer shall be liable for all payments owed to Engage under this Agreement and shall make timely payments to Engage regardless of whether proceeds have cleared from a third party to Buyer, or whether a third party has requested an offset or other credit. Any late payments will accrue interest equal to the lesser of 1.5% per month or the maximum rate allowable under law. Engage shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Buyer.

**1.2. Taxes and Expenses.** Buyer will be responsible for all sales taxes, use taxes, value added taxes, withholding taxes and any other similar taxes and charges of any kind imposed by any federal, state or local governmental entity on the transactions contemplated by this Agreement, excluding taxes based solely upon Engage's income.

### 2. Advertisement Policies and Guidelines.

**2.1. Use of Ads.** Buyer grants to Engage and Sellers, a non-exclusive, royalty-free, right to use, display, perform, reproduce, distribute, publish, modify, adapt, and translate Buyer's Ads, solely in the manner and for the purposes for which the Services are used.

**2.2. Destructive Materials.** Buyer represents and warrants that it will not directly or indirectly deliver any Malware, viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts or agents into the Engage Platform (or onto any Inventory made available through the Engage Platform). For purposes of this Agreement malicious agents or Malware, expressly includes, but is not limited to the following: (i) a redirect, which will check settings, redirect based on what software user doesn't have installed, and present a misleading download/update, (ii) a plugin extension, which asks user to download or update in a misleading fashion where the brands or software advertised and delivered do not match, (iii) an auto-download, which is any ad that begins to download software on a user computer

without an opt-in, regardless of creative attribute, or (iv) a fake app creative, or any creative where the landing page does not match the messaging or brand in the creative.

**2.3. Ad Quality Standards.** Buyer shall not provide Advertisements that contain, or link to: (i) content that is pornographic, obscene, indecent in nature, has libelous and defamatory material, or in Engage's sole and reasonable discretion, might be deemed harmful to Engage's business reputation or that of its Sellers; (ii) content that promotes the excessive use of alcohol, tobacco, or illegal substances, violence, profanity, expletives, or inappropriate language; (iii) content that offers or disseminates fraudulent goods, services, schemes, or promotions, including any make-money-fast or pyramid schemes; (iv) content that promotes illegal activity such as copyright infringement (including all file hosting sites), racism, hate, mail fraud, spam, pyramid schemes, or other advice not permitted under applicable law; or (v) content that violates any intellectual property right or other proprietary or privacy right of any third party.

Buyer is responsible for complying with all Seller's Ad requirements, including Seller's rules regarding the type of advertising that may be shown on their Inventory, which have been affirmatively provided to Buyer in connection with the delivery of Ads under this Agreement. If Buyer is uncertain as to whether Ads meets the Engage or Seller's guidelines, Buyer is encouraged to contact an Engage representative in order to avoid interruptions, nonpayment, or Account suspension or closure.

**3. Buyer Indemnifications.** Buyer agrees to indemnify, defend and hold harmless Engage and its officers, directors, shareholders, corporate affiliates, agents, successors and assigns ("Engage Indemnified Parties") from and against any third party claim, suit, demand or proceeding against the Engage Indemnified Parties arising out of, related to, or alleging (i) any violation by Buyer of applicable privacy laws, (ii) infringement of any intellectual property right of a third party by Buyer in connection with its use of Engage Services, including the content of any Ads served by Buyer via the Services, or (iii) any breach by Buyer of its representations and warranties in this Agreement.

**4. Dispute Resolution.** This Agreement shall be governed by the laws of the State of California without respect to choice of law rules. The Parties hereby consent to exclusive jurisdiction and venue in the state and federal courts in Los Angeles County, California for such purpose, waive the personal service of any process upon them and agree that service may be effected by overnight mail (using a commercially recognized service) or by U.S. mail, to Engage at: 9000 Sunset Blvd, 5<sup>th</sup> floor, West Hollywood, CA 90069, and to You at the most recent address provided to Engage.