

LIQWID USER AGREEMENT

THIS USER AGREEMENT IS A BINDING CONTRACT BETWEEN LEFTS/RIGHTS, INC., A DELAWARE CORPORATION WHICH DOES BUSINESS AS LIQWID ("LIQWID"), AND THE PARTY EXECUTING THIS AGREEMENT ("YOU" OR "USER") REGARDING YOUR USE OF THE LIQWID SERVICE DESCRIBED BELOW, INCLUDING YOUR ABILITY TO UPLOAD OR DOWNLOAD ANY MATERIAL TO OR FROM THE LIQWID WEBSITE. BY CLICKING ON THE "AGREE" BUTTON, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "REJECT" BUTTON AND YOU WILL BE DIRECTED AWAY FROM THE LIQWID WEBSITE.

PLEASE READ THIS AGREEMENT IN ITS ENTIRETY BEFORE USING THE LIQWID SERVICE. ANY VIOLATION OF THE PROVISIONS OF THIS AGREEMENT MAY RESULT IN TERMINATION OF YOUR AUTHORIZATION TO USE THE LIQWID SERVICE. LIQWID MAY MODIFY THIS AGREEMENT AND/OR THE LIQWID SERVICE AT ANY TIME, AND FROM TIME TO TIME, IN ITS SOLE DISCRETION, INCLUDING DISCONTINUING OR ELIMINATING ANY ELEMENT, FEATURE OR CONTENT OF THE LIQWID SERVICE, AND/OR CHANGING ANY FEES OR CHARGES FOR USE OF THE LIQWID SERVICE. ANY CHANGES TO THIS AGREEMENT WILL BE EFFECTIVE IMMEDIATELY UPON NOTICE, WHICH LIQWID MAY PROVIDE BY ANY MEANS INCLUDING POSTING ON THE LIQWID WEBSITE. IT IS YOUR OBLIGATION TO CHECK THE LIQWID WEBSITE REGULARLY FOR ANY SUCH MODIFICATIONS. YOUR CONTINUED USE OF THE LIQWID SERVICE AFTER SUCH MODIFICATIONS CONSTITUTES YOUR ACCEPTANCE OF SUCH MODIFICATIONS AND YOUR AGREEMENT THAT LIQWID SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY MODIFICATION OF THE LIQWID SERVICE. IF YOU ARE UNWILLING TO ACCEPT THIS AGREEMENT, YOU MAY NOT USE THE LIQWID SERVICE.

This User Agreement (the "Agreement"), as it may be modified by LIQWID from time to time, governs your use of the LIQWID Service, as described in Section 1 below. "You" or "User" means the participating individual or entity identified in a registration form submitted by or on behalf of such individual or entity to LIQWID as well as any individual(s) submitting the form on any such entity's behalf. LIQWID and User are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties." For purposes of this Agreement, the term "Person" may refer to an individual or an entity.

1. Description of the LIQWID Service

A. The "LIQWID Service" consists of the tools and technology offered by LIQWID from time to time to enable you to place either a "LIQWID Ad" or a "LIQWID Capsule" on Sites (as described below), and includes the LIQWID Ad Technology™ Platform accessed through the LIQWID website available at www.liqwid.com or such other URL as LIQWID may provide

from time to time (the "Website"). A LIQWID Ad is a responsive ad delivered in a FLASH, HTML, dHTML or HTML5 format using LIQWID's Viewer-Directed Placement™ technology. A LIQWID Capsule is a responsive environment that delivers a standard IAB (Internet Advertising Bureau) size ad, which are only placed in locations on the viewer's internet-enabled device screen that are outside of the content of a web site. The LIQWID Ad Technology Platform permits LIQWID Ads and LIQWID Capsules and their elements to be hosted on your own and third-party service providers' websites. LIQWID may decline to allow you to place and run a particular LIQWID Ad or LIQWID Capsule and may decline to provide or cease providing access to the LIQWID Service to you or others at any time in its sole discretion. The LIQWID Service is designed to be delivered to non-mobile and mobile Internet-enabled devices, which can access your web sites (each, a "Site"). The LIQWID Service currently includes, as may be amended by LIQWID through publication on the Website:

1. Enablement with LIQWID Tags. To place a LIQWID Ad or LIQWID Capsule on one or more Sites, you must place or use a third-party service to include dynamically a single LIQWID tag (a "Tag") within the code of the Site(s) on which you want the LIQWID Ad or LIQWID Capsule to appear. You may manage your LIQWID Ad and LIQWID Capsule deliveries using LIQWID's interactive, online point-and-click dashboard tool that LIQWID provides to users of the LIQWID Service through the Website (the "Dashboard"). LIQWID will provide to you one or more LIQWID tags (each, a "Tag") which you may place on one or more of your Sites, and which will enable you to run LIQWID Ads, LIQWID Capsules or other Liqwified content on the available space of your viewer's screen. LIQWID will provide you with a separate Tag for each URL associated with your Sites, if you desire. You may only use Tags for the purpose of running LIQWID Ads and/or LIQWID Capsules on the available space of your viewer's screen, and for no other purpose whatsoever. Additionally, if you want a LIQWID Ad to appear in one or more specific locations within a content page, LIQWID will provide the technology to enable placement of the LIQWID Ad in that location and identify the location(s) for the LIQWID Ad(s) on the Website.
2. Registration for a Tag. LIQWID will provide you a Tag after you complete the on-line registration process set forth on the Website.
3. Liqwification of LIQWID Ads. "Liqwify" means to use the LIQWID Ad Technology Platform to place an advertisement or other creative content in a responsive ad format by rearranging creative elements, based on the available space of any particular ad placement location, whether inside or outside the content page on the viewer's screen. On the terms and subject to the conditions set forth in this Agreement, the LIQWID Service permits (i) LIQWID to Liqwify content you provide to LIQWID, (ii) you to Liqwify your own content, and (iii) you to Liqwify the content of advertisers ("Advertisers") or ad agencies ("Agencies") provided to you by Advertisers or Agencies, if such parties and LIQWID have entered into such agreements or insertion orders as LIQWID may require in its sole discretion. You represent and warrant to LIQWID that, with respect to all content that you submit (or your Advertisers or Agencies submit) to

LIQWID for Liqwification or that you Liqwify, you do so with the full authority and right of all relevant parties, including any Advertiser or Agency.

4. Distributing, Placing, and Rendering LIQWID Ads and Capsules. The LIQWID Ad Technology Platform, including any Tags, enables you to distribute, place, and render LIQWID Ads on any available space, whether inside or outside the content page(s) of any Internet-enabled device and LIQWID Capsules, which are limited to available space outside the content page(s) of any Internet-enabled device. You will determine the distribution, placement and rendering of LIQWID Ads or LIQWID Capsules using Parameters you select from available options LIQWID will make available (in its sole discretion) to you through the Dashboard. The Parameters LIQWID currently makes available through the Dashboard are identified in Section 1(B) below.
5. Reporting. LIQWID will provide ongoing reporting of certain LIQWID Ad or LIQWID Capsule data and Parameters to you through the Dashboard on an ongoing basis, with reports summarized in 15-minute increments.

B. Parameters. You may place a LIQWID Ad on any available space on your viewer's screen, whether inside or outside the content page(s) of any Internet-enabled device using the Parameters you select from available options LIQWID (in its sole discretion) will make available through the Dashboard. You may place a LIQWID Capsule on any available space on your viewer's screen, outside the content page(s), of any Internet-enabled device using the Parameters you select from available options LIQWID (in its sole discretion) will make available through the Dashboard. The Parameters currently defined and made available by LIQWID through the Dashboard, and which may be changed at any time by LIQWID in its sole discretion, are as follows:

1. Reach. The number of "Unique Viewers" to which a LIQWID Ad or LIQWID Capsule is delivered and made viewable. A "Unique Viewer" is determined by LIQWID by assigning and storing in browser cookies a unique identification code that accesses a LIQWID-tagged webpage.
2. Frequency. The number of times a LIQWID Ad or LIQWID Capsule is delivered to a specific Unique Viewer. The total number of Unique Viewers is based on the user's browser and will be determined by LIQWID by assigning and sorting in browser cookies a unique ID for each browser that accessed a LIQWID-tagged webpage.
3. Minimum Viewable Time. LIQWID will provide through the Dashboard a tool that allows you, at your option, to set out a minimum viewable time that will be reported, if set. You can use this reporting parameter for the ad performance analysis and/or as an optional billable metric. In each case, this parameter you charge the applicable Advertiser for the Impression of the LIQWID Ad or LIQWID Capsule. Regardless of the arrangement between you and the Advertiser with respect to the basis of your charges as a function of minimum viewable time calculations, you agree to pay to LIQWID user

fees based on LIQWD Ad or LIQWID Capsule Impressions delivered, as set out in Section 5 below, irrespective of how you charge the Advertiser.

4. Minimum Size Requirements for Rendering. Minimum size requirements can be expressed in terms of total area as defined by square pixels and/or by length and width dimensions as defined by pixels.
5. Geographic Targeting. The geographic areas in which the LIQWID Ad or LIQWID Capsule appears, resolved from the IP address of the viewer's device.
6. Start Date and Time and End Date and Time. The dates and times on which the LIQWID Ad or LIQWID Capsule will start and stop running.

C. Reporting. LIQWID will report on certain of the Parameters defined above which are selected by LIQWID in its sole discretion and are subject to change by LIQWID at any time. Currently, such Parameters include Reach, Frequency, Minimum Viewable Time, Placement, Minimum Size Requirements, Geographic Targeting, Start Date and Time and End Date and Time.

D. Billing Data. The Dashboard provides (1) billing information that will enable you to bill Advertisers and Agencies according to the Parameters you select from the Dashboard, and (2) resultant user fees payable by you to LIQWID, as described in Section 5 below.

E. Compliance with LIQWID Policies. Your use of the LIQWID Service and the continuation of your rights under this Agreement are subject to your continued compliance with the provisions of this Agreement and all applicable policies and procedures that LIQWID may provide on the Website from time to time (collectively, the "LIQWID Policies"). LIQWID reserves the right to deny access to the LIQWID Service to any Person at any time for any reason or no reason in its sole discretion. By clicking on the "Accept" button and using the LIQWID Service, you represent and warrant that you are an individual who is at least 18 years of age or are an authorized representative of a duly organized legal entity.

F. Delivery of the LIQWID Service. LIQWID will endeavor to deliver to you the LIQWID Service; however, you expressly acknowledge that the LIQWID Service is subject to immediate change or cessation at any time in LIQWID's sole discretion, but LIQWID cannot make and does not give any representation, assurance, or promise that it will be able to deliver the LIQWID Service, or deliver it in accordance with your selected Parameters.

2. Implementation of LIQWID Ads or LIQWID Capsules

You agree to follow in a timely manner all of the then-current LIQWID Policies, as well as all of LIQWID's then-current specifications and requirements for the implementation, delivery, and display of LIQWID Ads or LIQWID Capsules, including (A) from time to time placing and allowing LIQWID to place one or more Tags on your Site(s), (B) not modifying or interfering in any way with any Tag or any other computer code provided to you or placed on your Site(s) by LIQWID and (C) not modifying or interfering in any way with any LIQWID Ad or LIQWID Capsule displayed or attempted to be displayed unless expressly authorized in writing by LIQWID. No LIQWID Ad or LIQWID Capsule will be placed by LIQWID without your approval.

3. User's Additional Responsibilities

A. You are solely responsible for the development, maintenance, and operation of your Site(s), for all of the content of your Site(s), for the transmission of information between your Site(s) and LIQWID, for compliance with all LIQWID Policies and for all LIQWID Ads or LIQWID Capsules, content or other materials that you create or develop using the LIQWID Service. LIQWID is not responsible for, and has no obligation to provide notice of, any instance in which any Site is not properly operating in order for you to use the LIQWID Service.

B. You agree to adopt, implement, and comply with an appropriate and lawful privacy policy applicable to visitors to your Site(s), including accurately informing visitors about the use of "cookies," "shared objects," and similar browser functionalities, the collection of information from and about visitors to your Site(s), and the options that visitors have with respect to the use of such "cookies," "shared objects," and similar browser functionalities and the collection and use of information from and about visitors to your Site(s).

C. You agree that you will not distribute or otherwise transfer any LIQWID Ad, LIQWID Capsule or Liquefied content through any means or media other than through the means and methods expressly authorized by LIQWID.

4. Prohibited Activities

As a condition to your use of the LIQWID Service, you agree not to (A) artificially increase the number of LIQWID Ad or LIQWID Capsule Impressions or any other reporting parameters, or clicks on, any LIQWID Ad or LIQWID Capsule, whether through manual or automated means; (B) change, remove, suppress, frame, or otherwise modify any LIQWID Ad or LIQWID Capsule; (C) cause any visitor clicking on any LIQWID Ad or LIQWID Capsule to be sent to any site other than an Advertiser's page, except as expressly authorized in writing by either the Advertiser or by LIQWID; (D) place or allow to be placed into any LIQWID Ad or LIQWID Capsule any pornographic, defamatory, tortuous, violent, hateful, or illegal content; (E) copy, cache, or otherwise store any content of any LIQWID Ad, except in the transitory fashion contemplated by this Agreement and the LIQWID Service; (F) submit or allow any other Person to submit on your behalf any registration form after you have been disapproved for or prohibited from using the LIQWID Service; (G) engage in any deceptive act or practice with respect to any Site; (H) engage in any practice, commit any act, or make any statement that disparages or otherwise reflects poorly on LIQWID, the LIQWID Service or any Advertiser or Agent; or (I) fail to comply with any other policy or procedure established by LIQWID (before or after your acceptance of the terms and conditions set forth in this Agreement) as a condition for use of the LIQWID Service. You also agree not to allow, facilitate or encourage, whether directly or indirectly, any other Person to engage in any conduct prohibited by this Section 4. You agree that any violation or attempted violation of any of the foregoing prohibitions will constitute a material breach of this Agreement, will give LIQWID cause to immediately suspend or terminate your use of the LIQWID Service and your access to the Website, and may also subject you to other civil and/or criminal remedies.

5. Payments

A. Fees and Charges. Subject to the terms and conditions of this Agreement (including any provisions set forth in the Dashboard), you may use the LIQWID Service to create your own LIQWID Ads or LIQWID Capsules without charge. You will pay LIQWID; based on the Impression metric reported by the LIQWID System, for delivery of any LIQWID Ad in the manner set forth on Exhibit A attached hereto and incorporated herein by this reference. LIQWID shall determine the number of LIQWID Ads or LIQWID Capsules delivered. Other fees and charges may also apply if mutually approved by you and LIQWID and set out in the Dashboard.

B. Invoicing. LIQWID will invoice you at the end of every month during which you use the LIQWID Service, except that if a specific LIQWID Ad or LIQWID Capsule campaign ends before the end of a month, LIQWID reserves the right to invoice you at the end of that campaign. You agree to pay all amounts payable to LIQWID within thirty (30) days after the date of the applicable invoice. Any invoice remaining unpaid for more than thirty (30) days from receipt will accrue interest at a rate of the lesser of one and one-half percent (1.5%) per month or the highest rate allowed by law. If there is a good faith dispute with regard to any portion of an invoice, you will provide notice and detail of the dispute prior to the invoice due date, and, on or before the invoice due date, you will pay the undisputed portion of the invoice as provided in this Agreement. Upon resolution of the dispute, you will promptly pay to LIQWID any disputed amounts owed to LIQWID, together with interest at the rate above, calculated from the date the amounts were originally due.

C. Amounts Owed by Advertisers. You must look solely to the applicable Advertiser for payment of any amounts due or payable to you from the Advertiser, and LIQWID shall have no obligation for any payment to you of amounts due or payable from an Advertiser.

D. Taxes. LIQWID's fees do not include applicable taxes. You agree to be responsible for, and to pay, all taxes in connection with this Agreement and your use of the LIQWID Service, including sales, use, excise, value-added, business, service, goods and services, consumption, withholding, payroll, employment and other taxes or duties. You will reimburse LIQWID for, and indemnify and hold harmless LIQWID from and against, any deficiency relating to taxes that are your responsibility, whether pursuant to this Agreement or otherwise. Each Party will be responsible for its own income taxes, employment taxes, and property taxes. The Parties will cooperate in good faith to minimize taxes to the extent legally permissible. Each Party will provide to the other Party any resale exemption, multiple points of use certificates, treaty certification and other exemption information reasonably requested by the other Party.

6. Requests for Proposal.

A. From time to time LIQWID may, in its sole discretion, present a Request for Proposal ("RFP") to you for a specific campaign or series of campaigns utilizing LIQWID Ads or LIQWID Capsules. You will decide, in your sole discretion, if you have an interest in displaying LIQWID Ads or LIQWID Capsules related to the campaign or series of campaigns as described by the RFP. LIQWID is not obligated to present to you any RFP and you are not obligated to review, consider or accept any RFP. You can reject any RFP for any reason in your sole discretion. If you accept the terms of an RFP, then a related insertion order will be executed by

Parties as deemed necessary by LIQWID. As part of the insertion order as agreed to by you, you will agree to co-operate with LIQWID to ensure that you run the agreed LIQWID Ads or LIQWID Capsules on the available space inside or outside a content page on any Internet-enabled device, as specified and in accordance with all terms and provisions of this Agreement and the applicable insertion order.

B. If there is a conflict or ambiguity between any term of this Agreement and an insertion order, the terms of this Agreement will prevail over the insertion order except with respect to (1) payment terms in the insertion order and (2) any terms in the insertion order which are stated by mutual agreement, in the insertion order or elsewhere, to prevail over terms of this Agreement.

7. Termination

You may terminate this Agreement and end your use of the LIQWID Service at any time for any or no reason, by sending written notice of termination to LIQWID's address specified on the Website. This Agreement will terminate ten (10) business days after LIQWID receives your notice. LIQWID may, by sending written notice of termination to the address that LIQWID has on file for you, terminate this Agreement and your use of the LIQWID Service, or any part of it, or suspend or terminate the any right to use the LIQWID Service with respect to any Site, at any time for any or no reason. This Agreement will terminate immediately upon the date LIQWID's termination notice is deemed received by you pursuant to Section 20 of this Agreement. Notwithstanding any termination of this Agreement, you shall remain responsible to perform all obligations set forth in this Agreement, including the payment obligation set forth in Section 5 above and the confidentiality obligation set forth in Section 9 below.

8. Effect of Termination

A. Upon termination of this Agreement by either Party, you shall immediately remove all Tags and any other LIQWID code or other identifiers from your Site(s) and otherwise cease all use of the LIQWID Service.

B. All provisions of this Agreement which are by their nature intended to survive the expiration or termination of this Agreement will survive such expiration or termination.

9. Confidentiality

A. Unless you have LIQWID's prior written consent, you shall not disclose to any other Person or use for any purpose any Confidential Information of LIQWID or any element of the LIQWID Service. Such Confidential Information includes: (i) LIQWID's software, code, Tags, LIQWID Ad Technology Platform and other LIQWID technology; (ii) any and all other business and technical information relating to the LIQWID Service; and (iii) any and all other information that LIQWID designates as confidential or proprietary or that you should reasonably understand to be confidential or proprietary. You acknowledge and agree that your violation of these provisions may cause great and irreparable harm to LIQWID, and that LIQWID will be entitled to temporary and preliminary injunctive relief for any violation or threatened violation of these provisions without the necessity of proving irreparable harm or posting a bond or other security,

in addition to any other legal or equitable remedies as may otherwise be available to LIQWID.

B. Notwithstanding the foregoing, the Confidential Information of LIQWID shall not include any information that you can establish through contemporaneous written records (a) was known to the public before you received it from LIQWID; (b) becomes known to the public without any action or omission on your part; (c) was already known by you (except by reason of a prior disclosure from LIQWID on a confidential basis); (d) was received by you without any obligation of confidentiality from a Person (other than LIQWID) lawfully having possession of such information and having the right to disclose it; or (e) is disclosed by you pursuant to a lawful order, decree, rule, or procedure of a court or other tribunal, provided that you first notify LIQWID at least ten (10) days before the required disclosure and provide LIQWID the opportunity to seek a protective order or other relief.

10. Representations and Warranties of User

By your acceptance of this Agreement and use of the LIQWID Service, you represent and warrant to LIQWID that: (A) all of the information provided or to be provided to LIQWID in connection with your execution of this Agreement and your use of the LIQWID Service is correct and that you will notify LIQWID (and provide updated information) if any such information changes during the term of this Agreement; (B) you own all right, title, and interest, including all Intellectual Property (as defined below) rights, in and to the Site(s), or the owner of the Site(s) has authorized you to use the LIQWID Service in connection with such Site(s) and to accept this Agreement on its behalf; (C) you have all necessary and appropriate rights, authority, and ability to enter into and perform all of your obligations and duties arising under this Agreement; and (D) each Site and all of its content and technology (1) comply with all applicable federal, state, local or foreign laws, treaties, pacts, statutes, ordinances, rules, authorizations, regulations, judgments, orders, injunctions, decrees, arbitration awards, requirements, and other legally binding enactments and pronouncements (the "Laws"); (2) do not breach, have not breached, and will not breach any duty owed to, or rights of, any other Person, including any Intellectual Property rights or any rights or duties owed to any Person in strict liability, tort, contract, or otherwise; and (3) are not pornographic, defamatory, violent, hateful, or illegal. As used in this Agreement, the term "Intellectual Property" means any and all inventions (whether or not patentable or reduced to practice), patents, utility models, design registration, works of authorship, copyrights, trademarks, service marks, trade names, domain names, trade secrets, confidential commercial information, rights of publicity, rights of privacy, moral rights, applications and registrations for any of the foregoing, and any and all other proprietary rights in information, personhood, technology, and creations that exist or hereafter come into existence under any Law anywhere in the world.

11. DISCLAIMER OF WARRANTIES; NO GUARANTEE

A. LIQWID MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, WITH RESPECT TO THE LIQWID SERVICE, THE LIQWID AD TECHNOLOGY™ PLATFORM, THE DASHBOARD, YOUR USE OF THE LIQWID SERVICE, OR WITH RESPECT TO ANY ADS, CAPSULES, TAGS, OTHER TECHNOLOGY, INFORMATION, MATERIALS, SERVICES, OR OTHERWISE

AND PROVIDES THEM TO YOU STRICTLY "AS IS." WITHOUT LIMITING THE GENERALITY OF THE FOREGOING STATEMENTS, LIQWID (1) HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, EVEN IF LIQWID IS OR BECOMES AWARE OF THE PURPOSE, AND (2) PROVIDES NO REPRESENTATION OR WARRANTY OF ANY KIND AS TO THE NUMBER OF ADS OR CAPSULES THAT WILL BE PLACED OR DELIVERED ON THE AVAILABLE SPACE INSIDE OR OUTSIDE A CONTENT PAGE OR THE AMOUNT OF PAYMENTS, IF ANY, THAT YOU MAY OR WILL OBTAIN FROM YOUR USE OF THE LIQWID SERVICE.

B. LIQWID makes no guarantee regarding the Reach, Frequency, Minimum Viewable Time or any other Parameter applicable to the LIQWID Service or the timing of delivery of any LIQWID Ad or LIQWID Capsule. In addition, for the avoidance of doubt, LIQWID, does not guarantee that its LIQWID Ad Technology Platform or the LIQWID Service will be operable at all times or for any percentage of time, or during any down time (1) caused by outages to any public Internet backbones, networks or servers, (2) caused by any failures of your equipment, systems or local access services, (3) for previously scheduled maintenance or (4) relating to events beyond LIQWID's (or its affiliates') control such as strikes, riots, insurrection, fires, floods, explosions, war, governmental action, labor conditions, earthquakes, natural disasters, or interruptions in Internet services to an area where LIQWID (or its affiliates') or your servers are located or co-located.

12. LIMITATIONS OF LIABILITY

EXCEPT FOR YOUR INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS OR CONSEQUENCES ARISING FROM YOUR BREACH OF THIS AGREEMENT OR VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHT(S) AND/OR OTHER PROPRIETARY INTERESTS RELATING TO THE LIQWID SERVICE OR TO ANY TAGS, OTHER TECHNOLOGY, INFORMATION, OR OTHER MATERIALS PROVIDED BY LIQWID, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS PRIOR NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY, AND (B) NOTWITHSTANDING ANYTHING STATED IN THIS AGREEMENT TO THE CONTRARY, LIQWID'S MAXIMUM AGGREGATE LIABILITY UNDER OR WITH RESPECT TO THIS AGREEMENT FOR ANY AND ALL CLAIMS, REGARDLESS OF THE NUMBER OR NATURE OF THE CLAIMS, WHETHER ARISING IN CONTRACT, TORT, REGULATORY LAW, OR OTHERWISE, SHALL NOT EXCEED THE NET AMOUNT PAID BY YOU TO LIQWID DURING THE THREE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT THE CLAIMS AROSE. YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT ARE PART OF AN ALLOCATION OF RISKS AND BENEFITS BETWEEN YOU AND LIQWID AND THAT WITHOUT SUCH ALLOCATION OF RISKS AND BENEFITS, LIQWID WOULD BE

UNWILLING TO ENTER INTO THIS AGREEMENT WITH YOU OR OTHERWISE ALLOW YOU TO USE THE LIQWID SERVICE.

13. Indemnification

A. You agree to defend, indemnify, and save harmless LIQWID, its successors, assigns, suppliers, vendors, subcontractors, and all of their officers, directors, members, shareholders, employees, agents, and representatives, from and against any and all suits, proceedings, claims, demands, actions, and causes of action of any kind or nature (whether based on tort, contract, trade, regulatory, or other Law), losses, damages, and costs (including reasonable attorneys' fees, expert witness fees, expenses, and court costs) arising from or relating to (1) your use of the LIQWID Service, (2) your Site(s) or the Site(s) of any other Person whom you represent in connection with your use of the LIQWID Service, (3) your breach of any representation, warranty or any other provision of this Agreement ("Claims"), and/or (4) your infringement of any Intellectual Property right(s) of any Person.

B. Upon receiving actual notice of any Claim, LIQWID agrees to (1) notify you of the Claim; (2) allow you to control the defense of the Claim, except that LIQWID shall have the right, at its sole expense, to have its own legal counsel participate in all aspects of such defense; (3) allow you to settle the Claim, but only with the prior written consent of LIQWID; and (4) cooperate with you and provide you all authority, information, and assistance (at your request and expense) that are reasonably necessary for you to defend against or settle the Claim. Notwithstanding, the foregoing provision, if, in LIQWID's good-faith judgment, you fail to aggressively pursue the defense of any Claim, or your interests with respect to the Claim conflict with LIQWID's interests, LIQWID may elect to control the defense of the Claim, with counsel of its own selection, and you shall reimburse LIQWID for all costs and expenses associated with such defense.

14. Compliance with Laws

Each Party agrees to comply with all applicable Laws, including applicable privacy laws, with respect to its performance of this Agreement and all of its activities with respect to this Agreement.

15. Ownership of the LIQWID Service

You acknowledge and agree that, as between you and LIQWID, LIQWID owns all right, title, and interest, including all Intellectual Property rights, in and to the LIQWID Service, and every element thereof (including the LIQWID Ad Technology Platform), and that you will not acquire any right, title, or interest in or to the LIQWID Service or any element thereof or in any of LIQWID's other Intellectual Property as a result of your execution of this Agreement or your use of the LIQWID Service. You shall not modify, create derivative works of, decompile, disassemble, reverse engineer, or otherwise seek to uncover or recreate the source code of any LIQWID Service or other LIQWID Intellectual Property, except with the express prior written permission of LIQWID in each instance and strictly in accordance therewith. You shall not directly or indirectly, in whole or in part, remove, alter, obliterate, conceal, cover, and/or render unreadable any LIQWID trademark or service mark or any LIQWID Intellectual Property notice.

16. Information, Submissions, and Publicity

A. You acknowledge and agree that LIQWID will have access to and collect personally-identifiable information relating to you and your use of the LIQWID Service, through the registration process, the use of "cookies," "shared objects," and other means. You acknowledge and agree that LIQWID may use such information to enable and facilitate your use of the LIQWID Service, which may include the disclosure of such information to third parties as necessary and appropriate, including third parties located in jurisdictions that have privacy policies and laws that may be less restrictive than those in your jurisdiction.

B. LIQWID welcomes your comments and suggestions regarding the LIQWID Service. Please be advised, however, that LIQWID will not be required to treat any comments, suggestions, ideas, materials, information, or other content that you submit to LIQWID (a "Submission") as confidential or proprietary. As used herein, however, the term "Submission" shall not include (1) any confidential or proprietary information that you required to be submitted by LIQWID in the registration form, or (2) any of your established trademarks, trade names, or service marks or any Site content that you disclose to LIQWID as such. You must not make any Submission that contains any materials, information, ideas, or other content that you do not want to assign to LIQWID for its sole benefit and use, including any original ideas, works, or materials, or any confidential information. By making a Submission, you agree to assign to LIQWID, without charge or remuneration, all worldwide right, title, and interest (including all copyrights and other Intellectual Property rights in any and all forms, media, and technologies now known or hereafter developed) in all materials, ideas, information, and other content that are contained in your Submission. As owner of all Submissions to LIQWID, LIQWID may use, reproduce, modify, adapt, publish, translate, distribute, perform and display any and all content thereof in its business (including, for example, for products or advertising) and in its other endeavors, without

incurring any liability for royalties or for any other compensation or consideration of any kind.

C. You agree that LIQWID may use your name and logo to identify you as a user of the LIQWID Service in LIQWID marketing efforts and for other business purposes. You may use LIQWID's name and LIQWID Service-related trademarks if and as permitted by LIQWID's then-current trademark usage guidelines.

17. Relationship of the Parties

In performing this Agreement, both Parties are acting in their separate capacities as independent contractors and not as employees, partners, joint ventures, associates, or agents of one another. Each Party acknowledges and agrees that it does not have the authority to act for or in the name of the other Party, to direct the other Party's operations, or to commit the other Party in any manner whatsoever with respect to the performance of this Agreement. Each Party shall be responsible for its costs of performing this Agreement and for its own business filings, taxes, and other obligations outside of this Agreement.

18. Construction

The paragraph headings in this Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement. This Agreement shall be construed as though both Parties had drafted it or had equal opportunity to participate in drafting it. The word "or" as used in this Agreement is non-limiting. The word "day" as used in this Agreement means calendar day, unless the term "business day" is used. The word "including" shall be construed to mean "including, without limitation." Except as contemplated by Section 13 above, the provisions of the Agreement are for the benefit of the Parties hereto only and not for any other Person and may not be enforced by any other Person.

19. Force Majeure

No Party shall be liable for any failure to perform arising from causes beyond its control, including fire, storm, flood, earthquake, explosion, accident, theft, terrorism, acts of public enemies, war, insurrection, sabotage, illness, labor disputes or shortages, product shortages, failure or delays in transportation, inability to secure materials, parts or equipment, acts of God, or acts of any governmental authority or agency thereof. Any Party that is prevented by any such cause from performing any obligation under this Agreement shall promptly perform such obligation when such cause ceases.

20. Notice

All notices in connection with this Agreement shall be made in writing and shall be deemed given (1) upon delivery, if personally delivered; (2) five (5) days after being deposited in the U.S. mail, postage prepaid, certified or registered, return-receipt requested to the address that LIQWID has on file for you or, if to LIQWID, to the address specified for LIQWID on the LIQWID Web Site; or (3) one day after being sent by overnight courier, charges prepaid, with

tracking and delivery confirmation to such address. Any Party may change its address for notice or payment by notice properly given hereunder.

21. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to its choice of law provisions. Exclusive jurisdiction and venue for any action or proceeding related to this Agreement shall be in the state or federal courts in and for Salt Lake County, State of Utah. The Parties accept the personal jurisdiction and venue of such courts. THE PARTIES AGREE THAT NEITHER OF THEM WILL REQUEST A JURY FOR ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND EXPRESSLY WAIVE ANY AND ALL SUCH RIGHTS TO A JURY TRIAL THAT MAY EXIST UNDER STATE, FEDERAL, OR OTHER LAW.

22. Successors and Assigns

This Agreement shall inure to the benefit of and be binding on the Parties and their respective successors, heirs, devisees, representatives, administrators, and permitted assigns. LIQWID may assign this Agreement in whole or in part at any time to any Person, by assignment, merger, or any other form of acquisition. You shall not otherwise assign this Agreement or any portion of it, or delegate any of your duties hereunder, without the express written consent of LIQWID.

23. Remedies

Except as expressly provided herein, no remedy conferred by any of the specific provisions of the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies. In the event an action or proceeding is brought to enforce any provision of or declare a breach of this Agreement, the Party that substantially prevails in any such action or proceeding by enforcing the provisions of this Agreement shall be entitled to recover, in addition to any other amounts awarded, its costs and reasonable attorneys' fees, including those incurred in collections efforts and in any and all appeals or other higher court reviews.

24. Modification, Amendment, and Waiver

No modification or amendment to this Agreement shall be valid unless made in writing and signed by the duly authorized representatives of the Parties. No waiver of any provision of this Agreement or of any right, power, or privilege hereunder shall be valid or enforceable unless made in writing and signed by the duly authorized representative of the Party making the waiver. Any failure or delay by either Party to exercise or partially exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any of the rights, powers, or privileges under the Agreement. The waiver by either Party of a breach of any term, condition, or provision of this Agreement shall not operate as, or be construed as, a waiver of any subsequent breach of such term, condition, or provision.

25. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be void, invalid, unenforceable, or illegal, that provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary to eliminate its violability, invalidity, unenforceability or illegality. The other provisions of this Agreement will remain unaffected.

26. Entire Agreement

This Agreement constitutes the entire understanding and agreement between the Parties with respect to subject matter hereof and supersedes all prior written and oral communications, agreements, proposals, representations, warranties, statements, negotiations, and understandings, with respect to such subject matter. NO LIQWID SALESPERSON, ACCOUNT REPRESENTATIVE, TECHNICIAN, SUPPORT OR HELP DESK REPRESENTATIVE, OR OTHER SIMILAR PERSON IS AUTHORIZED TO MODIFY THIS AGREEMENT OR TO MAKE ANY REPRESENTATION, WARRANTY, OR PROMISE WITH RESPECT TO THE LIQWID SERVICE OR ANY ELEMENT THEREOF THAT IS DIFFERENT THAN, OR IN ADDITION TO, ANY REPRESENTATION, WARRANTY, OR PROMISE EXPRESSLY SET FORTH IN THIS AGREEMENT.

LIQWID- User Agreement - Version [__] of August [__], 2013

EXHIBIT A
TO
LIQWID USER AGREEMENT

LIQWID Ad and LIQWID Capsule Delivery Fees and Expenses

In the event you deliver any LIQWID Ad, LIQWID Capsule or other Liqwified content on any Internet-enabled device, you will pay LIQWID at the following rates, unless otherwise set forth in the Dashboard or in a written insertion order executed by you and a duly authorized agent of LIQWID. For purposes of the following calculations, an “Impression” is defined as an impression as measured by LIQWID and shown in the Dashboard.

- A. If you engage LIQWID to create a LIQWID Ad, distribute such LIQWID Ad and provide support services in connection with the placement and distribution of such LIQWID Ad, you agree to pay to LIQWID an amount equal to Two Dollars (\$2.00) for each 1,000 Impressions of such LIQWID Ad that are distributed during the applicable month.

- B. If you engage LIQWID to place fixed size ads into a LIQWID Capsule, distribute such LIQWID Capsule and provide support services in connection with the placement and distribution of such LIQWID Capsule, you agree to pay to LIQWID an amount equal to One Dollar (\$1.00) for each 1,000 Impressions of such LIQWID Capsule that are distributed during the applicable month.

LIQWID shall determine the number of Impressions and report the number of Impressions of LIQWID Ads or LIQWID Capsules in the Dashboard. Other fees and charges may also apply if specified in the Dashboard or otherwise mutually approved by you and LIQWID in an insertion order.