EPOM TERMS AND CONDITIONS

By signing up or submitting the online application you are agreeing to be legally responsible for adhering these Epom terms and conditions.

These Epom Terms and Conditions is entered into as the Effective Date by and between either:

EPOM, Address:
Epom Ltd, Nancy Whiticker House,
7 Old Street, Roseau,
Commonwealth of Dominica

EPOM SERVICES, Address:
Epom Services Ltd, 79 Spyros
Kyprianou Avenue, Protopapas
Building, 2nd floor office 201, 3076
Limassol, Cyprus

EPOM SYSTEMS, Address:
Epom Systems Ltd, Flat/RM 2303
23/F, New Tech Plaza, 34 Tai Yau
Street, San Po Kong, Kowloon,
Hong Kong

one of three companies exclusively by our choice (the "Epom") and

the Client,

collectively referred to as "Parties" and individually as "the Party".

These Epom Terms and Conditions (the «T&Cs») define the conditions under which Epom, which provides hosted ad serving solutions to Client and has developed a proprietary ad serving application (the "Software") and offers training, maintenance and technical support (the "Support"). The T&Cs constitute an agreement (the "Agreement") between Epom and Client. Other contracts and terms and conditions, which are not agreed with Epom in writing, are excluded.

DEFINITIONS

Unless otherwise defined herein, capitalized terms shall have the respective meanings assigned to such terms as set forth below:

"Account Data" has the meaning assigned to such a term in Section 4(d)(ii).

"Ad Server Tag" means the unique code assigned by Epom to be inserted in a Client's web page which calls upon Epom Software to place an advertisement in Ad Space.

"Advertiser" means each entity with which Client contracts with for the placement of such entity's Advertisements with a Publisher.

"Affiliate" means any corporation or other business entity or concern in which at least 51% ownership interest or control, either directly or indirectly, is held.

"Effective Date" means the latest signature date of this Agreement or the date of Client's online application approval by Epom.

"Epom Servers" means the computer hardware servers owned or controlled by Epom on which Epom hosts the Software, including their related software, database or internet servers, firewalls and networks necessary for Client to access and use the Software over the internet as contemplated by this Agreement.

"Channel" means each of the subject specific categories that the advertisements are grouped into when presented by each Publisher to end users.

"Confidential Information" means (i) with respect to Client: any and all Account Data or (ii) with respect to Epom:

(a) all information relating to Epom's Servers or access thereto, (b) the Software, (c) any information regarding the content, purpose, design or function of the Software, (d) any know-how, technical data or other information, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, developments, inventions, processes, marketing or finances that is disclosed to Client by Epom or (iii) with respect to either Party hereto, any and all other information disclosed by either Party to the other which is marked "confidential" or "proprietary". The Parties understand, however, that Confidential Information shall not include any information that either Party can establish by written record (x) is already public knowledge without breach of confidentiality restriction, or (y) was known to such Party prior to its negotiations with the other Party, or (z) that is hereafter rightfully furnished to a Party by a third party without restrictions on disclosure and without breach of confidentiality restriction.

"Documentation" means the on-line help files or written instruction manuals regarding the use of the Software generally made available by Epom to Client.

"Publisher" means each entity with which Client has contracted with for the sale of such entities available advertising space. The term may refer to Client in case of Client owns or controls respective advertising spaces.

"Software" means the applications hosted on Epom's Servers, java script tools and other applications originating from Epom Servers, their accompanying Documentation, if any, and any upgrades thereto as may be implemented by Epom during the term of this Agreement.

"Support" means the training, maintenance and technical support activities related to access to and use of the Software to be provided during the term of this Agreement as described in Exhibit B and C.

"Users" means the aggregate number of Client's, or its Affiliate's, employees, or consultants that have entered into a confidentiality agreement set forth in Section 9(a) who are authorized to access, via Epom's Servers, and use the Software as set forth in this Agreement.

"Ad Space" means areas on Publisher web pages in which Advertisements will be served by Epom.

"Advertisement" is defined as an image or creative or Java Script tag or Third party ad server tag or html and its contents which are served on the Publisher's Ad Space.

"Impression" is defined as occurring each time an Advertisement appears on the Publisher's Ad Space resulting from a user accessing, visiting or interacting with such Publisher's web site or the Software.

1. GENERAL

Client desires to obtain (i) the right to access and use the Software and (ii) such Support subject to the terms and conditions set forth herein (the "Services") and Epom desires to provide such Services on such terms.

NOW, THEREFORE, for good and valuable consideration as further set forth herein, Epom and Client agree as follows:

Use of the Epom Software by Client is a sufficient acknowledgment that Client has read, agreed and understood the T&Cs.

Epom has the right to amend the T&Cs from time to time at its sole discretion. Client will be notified of such change via email, change notice or posting on Epom web site. The continued use of the Service by Client shall mean the acceptance of such change.

2. SOFTWARE IMPLEMENTATION AND ACCEPTANCE

The Software shall be implemented by Epom and accepted by Client as set forth below:

- **(a) Implementation.** Immediately following the Effective Date, Epom shall implement the Software for Client in accordance with Exhibit C attached hereto. Epom's implementation shall be performed in a workmanlike manner consistent with industry standards and in accordance with Epom's standard services methods, including but not limited to, requirement analysis, system configuration and training.

- **(b) Acceptance.** Upon implementation, Client shall decide, on its discretion, whether to accept the Software or not within the Trial Period, which is 14 days or 30,000,000 served impressions, whichever occurs first since the day of first served impression. By starting using the Software Client accepts terms and conditions listed in this document. Client is entitled to terminate this agreement without compensating Epom during the Trial Period by sending a written notice to Epom. If no termination notice is received during the Trial Period, Client shall be deemed to have accepted the Software upon the Effective Date.

3. SUPPORT

Epom will offer Support with respect to access to and use of the Software via Epom's Servers in accordance with the terms set forth on Exhibit B.

4. GRANT OF RIGHTS

- **(a) Access.** Subject to the terms and conditions of this Agreement, Epom hereby grants Client a nonexclusive, non assignable and non transferable right to remotely access Epom's Servers and the Software solely for the purpose of using the Software in accordance with Section 4(b) below. Client acknowledges and agrees that such access excludes periods of scheduled and unscheduled maintenance. Client acknowledges that Epom makes commercially reasonable efforts to ensure Ad Serving uptime of 24 (twenty four) hours per day without periods of scheduled maintenance and that Epom makes commercially reasonable efforts to ensure that the trafficking and reporting interface is available for use 24 (twenty four) hours per day, except for periods of scheduled maintenance and occasional unscheduled maintenance.

- **(b) Software.** Subject to the terms and conditions of this Agreement, Epom grants Client a nonexclusive, not assignable and non transferable right to use the Software, including any Updates only as hosted on Epom's Server and solely for Client's own internal use. Client may permit Users authorized under this Agreement to use the Software as long as each such User remains an employee or consultant of Client or subsidiary as defined in Section 4(c).

- **(c) Restrictions.** The rights granted herein are limited solely to Client and its permitted Users. In the event a permitted User under this Agreement is an employee or consultant of an Affiliate of Client, Client shall: (i) guarantee that such employee or consultant complies with the terms of this Agreement. Unless otherwise agreed by Epom via written notice, Client shall not: (i) attempt to make any copies of the Software; (ii) disassemble, reverse engineer, decompile, or otherwise attempt to derive source code from the Software, modify, adapt, create derivative works based upon, or translate the Software; (iii) copy, install or use (except

as provided in Section 4(b) above) the Software on any of its computer systems, servers, or networks; or (iv) transfer, lease, loan, resell for profit, distribute or otherwise grant any rights in the Software in any form to any third party, including commercial time-sharing, rental, or service bureau use.

- **(d) Ownership.**

  - **(I) Software:** This Agreement does not constitute a sale and does not convey any rights of ownership in or to the Software. Epom is not granting Client any rights whatsoever in the Software source code. All right, title, and interest in the Software and any development efforts, updates, upgrades or modifications thereof, or in any ideas, know-how and programs developed by Epom or its licensors during the course of this Agreement will remain the property of Epom or its licensors.

  - **(II) Account Data:** As between Epom and Client, Client shall own the usage information and traffic patterns specific to use of the Software, (the "Account Data"). Notwithstanding the foregoing, Epom shall have the right to use such Account Data as reasonably necessary to perform its obligations under this Agreement and to improve its services. In addition, Epom shall have the right to collect, use and distribute Account Data in the aggregate (aggregate of Account Data of many Epom customers) so long as any aggregated data provided to any third party does not allow any third party to determine or identify any Account Data specific to Client. Examples of such aggregate data include the % of ads served that are Flash Ads or the % of ads served that are served to Firefox browsers.

5. CLIENT RESPONSIBILITIES

- **(a) Prohibited activities.** Client may not use Epom ad tags to deliver ads on websites, mobile sites or applications that:

  - **(I)** Violate any local, national, state or international law or regulations;

  - **(II)** Transmit any content or materials of abusive, pornographic, vulgar, harassing, obscene, invasive or otherwise offensive content of any kind.

- **(b) Data Back-Up.** Client agrees that it is responsible for establishment and maintenance of back-up plans to protect against the possibility of loss of data or other information of Client uploaded to the Software.

- **(c) Accuracy.** Client agrees that it is solely responsible for proper implementation of sufficient procedures and checkpoints to satisfy any requirements it may have regarding the accuracy of any input or output of the Software in accordance with instructions and technical support, provided by Epom within the scope of this agreement.

- **(d) Access Security.** Client shall implement security measures understood in the industry to provide adequate protection against unauthorized access to, or use of the Software. Client is responsible for any and all actions taken using Client's accounts and credentials. Client agrees to immediately notify Epom of any unauthorized use of which Client becomes aware.

6. PAYMENT OBLIGATIONS

- **(a) Fees.**

  - **(I)** In consideration of the rights granted hereunder, Client shall use Epom ad server for a minimum of 6 months, starting from the date of the first impression served (the "Initial Term"). Client shall pay Epom ad serving fees and optional customization fee in the amount, set forth in Exhibit A according to the selected

plan. The plan shall be selected during the signup process and may be changed by Client no more often than once per month. Plan change will become in effect on the day one of the next calendar month. Payment for a selected plan shall be made in advance.

- **(II)** Fifteen (15) days prior to the expiration of the Initial Term and Renewal Term, Epom will provide Client with written notification setting forth any changes to fees to be charged under this Agreement upon commencement of the Renewal Term, if there are any changes to fees.

- **(b) Payment.** Fees due by Client under this Agreement shall not be subject to any right of set off for any claims against Epom. Payments shall be remitted in advance, before the selected plan is activated or prolonged for the next period. All invoices shall be sent to Client at the address set forth in Section 14(e)(ii), or at Client's option, directly withdrawn from a designated Client's bank account to Epom's bank details communicated to the Client in writing. All numbers for purposes of billing and payment shall be based on Epom's reporting system and shall be deemed conclusive for such matters. Epom shall enable Client's account in accordance with selected plan within 24 business hours after receiving corresponding payment to Epom's account. Epom may suspend the Client's account at the date of expiration of prepaid term in case if payment for the next period was not remitted before expiration of current period.

- **c) Taxes, banking commissions and currency fees.** Each Party is solely and separately responsible for its own taxes, levies and duties. Epom assumes no responsibility for paying any taxes, banking commissions or currency fees on behalf of Client. By using the Software Client assumes complete and sole responsibility for any taxes, banking commissions or currency fees owed as a consequence thereof.

- **(d) Currency.** All fees quoted and payments made hereunder shall be in U.S. Dollars.

- **(e) Refund.** In case any technical issues in Epom Ad Server result in money loss, a Client is entitled to request a refund. The maximum amount of the refund may not exceed 50% of the Client's latest monthly payment.

7. MARKETING

Client agrees that Epom may use Client's name in Epom's press releases, product brochures and other marketing materials, financial reports and prospectuses, indicating that Client is a user of the Software and a customer of Epom. Epom may use Client's name or logo and may include quotes or statements made by Client regarding its use of the Software in any of the materials set forth in this Section 7 with the prior written consent of Client, such consent not to be unreasonably withheld or delayed.

8. TERM, TERMINATION AND SURVIVAL

- **(a) Term.** The Initial Term (the "Initial Term") of this Agreement shall commence on the Effective Date and shall continue for the period defined in 6.a.(i). If no Initial Term is defined then the Initial Term will be twelve (12) months. This Agreement will automatically renew for periods of twelve (12) months each (the "Renewal Term") upon terms presented in Section 6(a)(i) unless either Party provides written notice to the other Party, at least thirty (30) days prior to the termination of the Initial Term or subsequent Renewal Terms of its intent not to renew this Agreement.

- **(b) Termination for Convenience.** Either Party may terminate this agreement for convenience with at least 30 (thirty) days prior written notice (to include email).

- **(c) Termination for Cause.** Either Party may terminate this Agreement on written notice if the other Party has

breached any material term or condition of this Agreement and such breaching Party has failed to cure such breach within 30 (thirty) days of receipt of notice of such breach by the non-breaching Party. Notwithstanding the foregoing Epom may suspend the rights granted hereunder and/or the performance of Support upon 15 (fifteen) days written notice to Client if Client fails to make any payment due hereunder as set forth in Section 6. Either Party may further terminate this Agreement in accordance with Section 14(f). Epom may suspend or terminate the Agreement for Client's inactivity in case if there were less than fifty thousand (50,000) total impressions served during preceding thirty (30) days.

- **(d) Removal.** Client will remove all tags within 15 days of termination of contract. If Client does not remove ad tags within 15 days, to cover costs, Epom will serve third party ads to remaining ad tags without payment to Client.

- **(e) Survival.** The provisions of this Section 8(c) and Sections 4(c), 4(d), 9, 11, 12, 13 and 14(b) shall survive any termination or expiration of this Agreement.

9. CONFIDENTIAL INFORMATION

- **(a) Non-use and Nondisclosure.** Each Party agrees that it will not use or disclose any Confidential Information received from the other Party other than as expressly permitted under this Agreement or as expressly authorized in writing by the disclosing Party. The receiving Party shall use the same degree of care to protect Confidential Information of the other Party as it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care. Client agrees that it will require every employee or consultant who will have access to, use of, or knowledge of the Software to execute (in advance of and as a condition to such access, use of or knowledge) a confidentiality agreement including terms substantially similar to those contained in this Section 9.

- **(b) Mandatory Disclosures.** Notwithstanding Section 9(a) above, nothing in this Section 9 will prevent either Party from disclosing Confidential Information of the other to the extent required by law, judicial order or other legal obligations, provided that in such an event, the Party disclosing such Confidential Information of the other shall notify such Party to allow such Party to seek a protective order or other appropriate relief. If a protective order is not obtained, the Party required to make such disclosure shall disclose only that portion of the Confidential Information which its counsel, in its reasonable judgment, advises is legally required to disclose.

- **(c) Authorized Disclosure.** Notwithstanding the provisions of this Section 9, each Party may disclose the terms of this Agreement (i) in connection with the requirements of an initial public offering of securities filing; (ii) in confidence, to accountants, banks and financing sources and their advisors; (iii) in confidence in connection with the enforcement of this Agreement or rights under this Agreement; or (iv) in confidence, in connection with a merger or acquisition or proposed merger or acquisition or the like.

- **(d) Return of Confidential Information.** Upon non-renewal or earlier termination of this Agreement, each Party shall promptly, but in no event more than 30 (thirty) days thereafter, return to the other Party all Confidential Information of such Party which is in tangible form, or certify in writing that all such Confidential Information has been destroyed. Epom acknowledges and agrees that all Account Data shall be erased from the Software within thirty (30) days of non-renewal or earlier termination.

- **(e) Remedies.** Both Parties agree that the obligations of each Party provided in this Section 9 are necessary and reasonable in order to protect each Party and its business, and each Party expressly agrees that monetary damages would be inadequate to compensate either Party for any breach by the other Party of its covenants and agreements set forth herein. Accordingly, both Parties acknowledge and agree that any such violation or threatened violation will cause irreparable injury to the other Party and that, in addition to any other remedies

that may be available, in law, in equity or otherwise, both Parties shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the other Party, without the necessity of proving actual damages.

10. REPRESENTATIONS AND WARRANTIES

- **(a) Epom.** Epom represents and warrants that it has the necessary corporate right, power and authority to enter into this Agreement and to grant Client the rights set forth herein with regard to the access and use of the Software and Services.

- **(b) Client.** Client represents and warrants that Client's services, products, materials, data, and information used by Client in connection with this Agreement as well as Client's and Users' use of the Software does not and will not during the term of this Agreement operate in any manner that would violate any applicable law or regulation. In furtherance of the foregoing, Client hereby represents and warrants that (i) it has, or will have, entered into written agreements granting Client all necessary licenses, rights and other similar consents (a) with each Publisher for the display of advertisements in each such Publisher's Ad Space, (b) with each Advertiser for placement of each such Advertiser's advertisement in each Publisher's Ad Space, and (c) with respect to any other data, content, or materials used by Client, in each case prior to use of the Software in connection therewith, and (ii) that Client's activities pursuant to subsection (i) above will comply with all applicable laws and will not infringe the trademark, copyright, trade secret, privacy, publicity, or other rights of any third party.

- **(c) Breach of Warranties.** In the event of any breach, or reasonably anticipated breach, of any of Client's warranties herein, in addition to any other remedies available at law or in equity, Epom will have the right to immediately, in Epom's sole discretion, suspend Client's access to and use of the Software or Services if deemed reasonably necessary by Epom to prevent any liability for Epom.

11. INDEMNIFICATION

- **(a) Epom.** Epom shall defend and or settle at its sole expense, any claim brought by a third party against Client that the Software when accessed and used in accordance with this Agreement, infringes any patent or copyright or trade secret of any third party and shall pay any damages finally awarded or settlements entered into to the extent based upon such a claim; provided that Client notifies Epom, but in no event more than twenty (20) days, thereof in writing of any such claim; promptly tenders sole control of the defense and settlement of any such claim to Epom and shall provide Epom with all information and cooperation at Epom's expense (excluding the value of the time of Client's employees) reasonably required in defending or settling such claim and Client may join in defense with counsel of its choice at its sole expense. If the Software is, or in the sole discretion of Epom may become, the subject of any claim of infringement or if it is justly determined that the Software infringes, Epom may, in its sole discretion and expense, either (i) procure for Client the right from such third party to permit access to or use of the Software, (ii) replace or modify access to or use of the Software in order that such access to and use of the Software becomes no infringing or (iii) if the options described under subsection (i) and (ii) of this Section 11(a) are not in Epom's judgment practicable, terminate this Agreement effective upon written notice to Client. Epom shall further indemnify, defend and hold harmless Client from and against any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred by Epom arising out of or related to any alleged or actual breach by Epom of its representations and warranties, its obligations herein and any applicable laws and regulations.

- **(b) Exceptions to Epom's Obligation.** Epom's obligations pursuant to Section 11(a) above shall not apply to the extent such infringement arises as a result of (i) modifications to the Software made other than by Epom

or Epom's authorized representatives, or (ii) the combination or use of the Software with materials not furnished by Epom. THIS SECTION 11 STATES EPOM'S ENTIRE OBLIGATION WITH RESPECT TO ANY CLAIM REGARDING THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

- **(c) Client.** Except with respect to claims for which Epom is obligated to indemnify Client under Section 11(a), Client shall indemnify, defend and hold harmless Epom from and against any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred by Epom arising out of any third party claim related to any alleged or actual breach by Client of the representations and warranties set forth in Section 11(b) above and (ii) Client's breach of its obligations herein and (iii) Client's breach of any applicable laws and regulations.

12. LIMITATION OF LIABILITY

IN NO EVENT WILL EPOM'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE SUM OF THE FEES ACTUALLY PAID BY CLIENT TO EPOM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO EITHER PARTY LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOSS OF DATA, LOST PROFITS, COST OF COVER, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING FROM ACCESS TO OR USE OF THE SOFTWARE OR ANY ACCOMPANYING MATERIALS, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ON ANY OTHER THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS SET FORTH IN THIS SECTION 12 SHALL NOT APPLY TO ANY BREACH BY CLIENT OF THE LICENSE RESTRICTIONS OR TO EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 9 OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11. THE PARTIES AGREE THAT THIS SECTION 12 REPRESENTS A REASONABLE ALLOCATION OF RISK.

13. WARRANTY EXCLUSIONS

EXCEPT AS SET FORTH IN SECTION 10(a) ABOVE, (I) EPOM DOES NOT WARRANT THAT EPOM'S SERVERS, ACCESS TO OR USE OF THE SOFTWARE OR THE SUPPORT PROVIDED WILL MEET CLIENT'S REQUIREMENTS OR THAT THE SAME WILL BE UNINTERRUPTED OR ERROR FREE, (II) EPOM'S SERVERS, ACCESS TO AND USE OF THE SOFTWARE, THE SUPPORT AND ANY ACCOMPANYING MATERIALS ARE PROVIDED "AS IS" AND (III) EPOM MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO EPOM'S SERVERS, ACCESS TO OR USE OF THE SOFTWARE OR SUPPORT OR ANY ACCOMPANYING MATERIALS PROVIDED AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, ACCURACY AND FITNESS FOR A PARTICULAR PURPOSE.

14. MISCELLANEOUS

- **(a) Independent Contractors.** The Parties hereto are independent contractors and no agency, joint venture, partnership, employer-employee, or franchise-franchisee relationship is intended or created by this Agreement.

- **(b) Governing Law.** The execution of this Agreement and resolution of disputes by the Parties shall be governed by the applicable laws of Epom's country of incorporation.

- **(c) Severability, Headings.** If any provision of this Agreement is held to be unenforceable or invalid for any

reason, the remaining provisions will continue in full force and effect with such unenforceable or invalid provision to be changed and interpreted to best accomplish its original intent and objectives. All headings are for reference purpose only and in no way define, limit, or construe the scope or extent of the corresponding section.

- **(d) Assignment.** Neither party may assign, or otherwise transfer, its rights or delegate any of its duties or obligations under this Agreement, by operation of law or otherwise (collectively, an "Assignment"), without the prior written consent of the other party, except on the occurrence of a Change of Control Event. For purposes of this Section 14 (d), a change in the persons or entities who control fifty percent (50%) or more of the equity securities or voting interest of Client shall be considered a Change of Control Event. Any attempted Assignment in violation of this Section shall be null and void and of no effect. Subject to the foregoing, the provisions of this Agreement shall apply to and bind the successors and permitted assigns of the Parties.

- **(e) Notices**

  - **(I) Delivery.** Except as otherwise provided in this Agreement, all invoices, reports, consents, approvals or other communications required or permitted to be delivered hereunder, shall be in writing, signed by the issuing Party, and must be (1) delivered in person, (2) sent postage prepaid by first class registered mail or air mail, as appropriate, or (3) sent by a secure, overnight air courier service, (4) sent by e-mail in each case at the address set forth in subsection (4) (e)(ii) below. Receipt will be deemed effective upon actual delivery in person, three (3) business days after deposit in the mail or one (1) day after delivery to an overnight courier service.

  - **(II) Addresses.** Each Party may designate the addresses for the communication to the other from time to time in writing.

- **(f) Force Majeure.** If performance of any obligation hereunder (other than payment, confidentiality or indemnity obligations) is interfered with by any condition beyond a Party's reasonable control (including but not limited to acts of God, fire, or telecommunications systems breakdown), the affected Party shall be excused from performance of such obligation to the extent of such condition. If any such condition continues to prevent or delay performance for more than ninety (90) days, the affected Party may terminate this Agreement, in whole or in part, effective immediately upon written notice to the other Party.

- **(g) Non-solicitation.** Both Parties agree that, during the period of this agreement, they will not directly or indirectly solicit or in any manner encourage employees or consultants of the other Party to end their relationships with either Party.

- **(h) Entire Agreement, Waiver, Counterparts.** This Agreement, including any exhibits hereto, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior oral or written communications or understandings related thereto. Except as provided in Section 14(c) above, no provision of this Agreement may be amended or waived unless agreed to in writing by the Parties or by the Party granting such waiver. No failure or delay of either Party to exercise all or any part of any right or remedy hereunder will operate as a waiver of such right or remedy or portion thereof. This Agreement may be executed in counterparts, all of which taken together shall constitute one agreement between the Parties.

15. INAPPROPRIATE USE

- **(a) Delivery/download without permission.** Client may not use Epom ad tags in any application that has been downloaded to users desktops without their permission. Client may not use Epom ad tags to deliver/ download any applications to the user's desktop without their explicit permission.

- **(b)** Client may not use Epom services to create, distribute, promote, maintain, manage or support any type of

inappropriate software, including but not limited to malware, spyware, spamvertising, auto-redirect, spam, screen-lock, unauthorized access to personal information and others. Client may not use Epom services in any application, including Adobe® Flash® which does any of the following, but not limited to:

- **(I)** Takes control of the end user's device to send unsolicited information,

- **(II)** Diverts or redirects end user's browser, Modifies computer settings for default internet access providers, search providers, bookmarks, security settings or web page display without explicit user's permission,

- **(d) Assignment.** Neither party may assign, or otherwise transfer, its rights or delegate any of its duties or obligations under this Agreement, by operation of law or otherwise (collectively, an "Assignment"), without the prior written consent of the other party, except on the occurrence of a Change of Control Event. For purposes of this Section 14 (d), a change in the persons or entities who control fifty percent (50%) or more of

- **(IV)** Induces or deceives a user to provide Personal Information,

- **(V)** Cannot be uninstalled or removed by standard and normal practices,

- **(VI)** Includes ransomware, phishing, trojans,

- **(VII)** Uses inappropriate ads, which include, but not limited to, auto-redirect, spam, screen-lock, unauthorized access to personal information and others.

- Epom will check Client's activities in Epom services for inappropriate materials by its own resources and means which may include 3rd party solutions. Details and relevant data of Client's activities may be shared with such 3rd party solutions. Epom has established the due diligence procedure which evaluates Client's credibility on the subject of inappropriate content. Client shall take reasonable measures to

- **(I)** monitor materials used by Client in Epom services,

- **(II)** prevent the use of inappropriate materials,

- **(III)** cease any activities involving inappropriate materials immediately when such activities are identified.

- Client shall provide to Epom a dedicated point of contact that includes email address, name and position of the responsible person for notifications concerning inappropriate materials use events. If Epom detects that Client uses inappropriate materials in Epom services, Epom will send a notification and Client shall be obliged to react to such notification within 24 hours after notification.Client shall provide detailed explanations of the reason leading to the use of inappropriate materials and descriptions of measures taken to remove such materials and prevent similar incidents in future. In the absence of sufficient Client's reaction, precluding the cause of inappropriate materials use incident, Epom reserves the right to interfere with the Client's activities within Epom services in order to prevent further use of inappropriate materials: disable Client's access to services, immediately block inappropriate materials or entire Client's account. Client will be explicitly notified about such interference.

- **(c) Child abuse.** Client may not use Epom ad tags in any application/site that contain content explicitly related to child pornography.

- **(d) Irresponsible use.** Client shall not:

- **(I)** Take any action that imposes or may impose (as determined by Epom in its sole discretion) an unreasonable or disproportionately large load on Epom's infrastructure. Epom may apply rate coefficients in case of low fill rates when the percentage of actual impressions is equal or less than 30% of all requests. Prices specified in Exhibit A shall be multiplied by two (2) for fill rates above 10% but below or equal to 30% and multiplied by three (3) for fill rates below or equal to 10%.

- (II) Interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services.

- (III) Bypass, circumvent or attempt to bypass or circumvent any measures Epom may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services).

- (IV) Harvest or scrape any Content from the Services using manual or automated software, devices, or other processes.

- (V) otherwise take any action in violation of Epom's guidelines and policies.

- **(e) Disclosure.** If Epom believes that Client is serving an ad that improperly contains spyware or malware, Epom may at its sole discretion, reply to third party inquiries and disclose Client name and contact details to

   third party.

- **(f) Penalties and Probation.** Any one of the preceding instances that occurs through your site or application, your publisher's sites or applications, or your advertisers, will count as a single violation or our Anti-Spyware clause. Each instance will cause an automatic shutoff and you will be notified later. Notifications will be sent to the Emergency Contact or Primary Contact as listed in written communication between Epom and Client. Each instance will result in a $1,000 non-refundable fine added to your next monthly invoice and will be recorded in your Client history on file with Epom. Epom will reserve the right to take additional action with multiple infractions such as barring that advertiser/publisher or shutting down your account.

Exhibit A

PLANS DESCRIPTION AND PRICING AGREEMENT

	Light	Growth	Pro	Enterprise
Display + mobile web impressions included, per month (Overage fee)	8 500 000 ($0.1 CPM)	40 000 000 ($0.08 CPM)	150 000 000 ($0.06 CPM)	>150 000 000
Video + HTML 5 impressions included, per month (Overage fee)	250 000 ($1 CPM)	2 000 000 ($0.8 CPM)	7 000 000 ($0.5 CPM)	>7 000 000
Traffic amount included, Gb (Overage fee)	2500 ($0.02 per GB)	10000 ($0.018 per GB)	25000 ($0.015 per GB)	Custom
Support	Dedicated support	Dedicated support	Dedicated support	Dedicated support
Monthly fee	$250	$1000	$2500	Contact your sales manager

Annual fee*	$2544	$10200	$25800	Contact your sales manager
White-Label Solution, per month	+$250	+$250	+$250	+$250
Premium Support, per month	+$250	+$250	+$250	+$250
Advanced Analytics, per month	+$500	+$500	+$500	+$250

*Discount is applied in case of an advance payment for 12 months

Detailed plans description:

Light

- **8.5M** Monthly Display and Mobile Web Impressions (**$0.1 CPM** overage fee)
- **250K** Monthly Video and HTML 5 Impressions (**$1 CPM** overage fee)
- **2500 GB** of Traffic (**$0.02/GB** overage fee)
- Prompt Support via Email

Growth

- **40M** Monthly Display and Mobile Web Impressions (**$0.8 CPM** overage fee)
- **2M** Monthly Video and HTML 5 Impressions (**$0.8 CPM** overage fee)
- **10 000 GB** of Traffic (**$0.018/GB** overage fee)
- Prompt Support via Email

Pro

- **150M** Display and Mobile Web Impressions (**$0.06 CPM** overage fee)
- **7M** Monthly Video and HTML 5 Impressions (**$0.5 CPM** overage fee)
- **25000 GB** of Traffic (**$0.015/GB** overage fee)
- Prompt Support via Email

Enterprise

- **150M+** Monthly Display and Mobile Web Impressions

- **7M+** Monthly Video and HTML 5 Impressions

- Custom Traffic amount included

- Prompt Support via Email

Further details of Enterprise plans to be discussed between Epom and Client and agreed in writing in a separate pricing agreement.

Display impressions include standard, non-standard ad units and email ads impressions.

Mobile impressions include both mobile web and application ads impressions.

Traffic is an actual data volume used for the delivery of advertising materials, e.g. the traffic for 1000 impressions of a banner of 30 KB size is 29.3 MB

Exhibit B
SERVICE LEVEL AGREEMENT

- **1. General.** Subject to the terms of this Agreement, Epom agrees to provide the following maintenance and support services to Client. Any additional maintenance support requested by Client during the term of this Agreement shall be subject to a separate written agreement between Epom and Client. Epom will make the Software available for Client access and use over the Internet 24 hours per day, 7 days per week except for periods of scheduled maintenance and network access failures. Scheduled maintenance may occur weekly, only on weekends, or as otherwise coordinated with Client.

- **2. Technical Support.** All support cases should be initiated through the Epom web interface, by email to support@Epom.com, or chat support interface. Epom will assign a Case ID to each request. Technical assistance and consultations can be provided by Technical Support representatives by the means of online audio and video appointments. Client and Sales Manager should preliminary negotiate the appointment agenda, payment terms, and schedule the appointment within 1-2 business days after the initial appointment request.

- **3. Data Back-up.** Epom agrees to a complete nightly back-up of Client's data and to keep that information available to the Client for a period of one year. Raw logs are backed up for 1 month. Epom follows the commercially reasonable practice of storing back-ups offsite from the Epom Servers location.

- **4. Interruption Notification.** In the event of unscheduled Service interruption of ad serving (delivery of ads on web pages), Epom will notify Client via e-mail within two (2) hours of problem identification and such notice will included an estimated time of Service restoration. Once the interruption is resolved and support is restored, Epom shall provide an immediate follow-up notice via e-mail to Client, but in no event longer than two (2) hours thereafter, explaining the reason for the interruption, the duration of the interruption and the corrective measures taken by Epom, if appropriate.

- **5. Level of Effort.** Epom will use commercially reasonable efforts commensurate with the then applicable industry standards to provide Client maintenance and support under this Exhibit C and in a professional and workmanlike manner, but Epom cannot guarantee that every question or problem raised by Client will be

resolved.

- **6. Trafficking and Reporting Interface.** Epom will use commercially reasonable efforts commensurate with the then applicable industry standards to provide Client with uninterrupted access to its trafficking and reporting interfaces hosted on www.epom.com during GMT Time Zone business hours. Scheduled downtime for database tuning and new feature releases will be primarily outside GMT Time Zone business hours.

- **7. Security.** Epom uses reasonable security measures to protect Client's data and accounts FROM unauthorized access. However, Client shall understand that use of Software involves transmission over other networks, that are not controlled or operated by Epom. Epom is not responsible for any data loss, alteration, interception and unauthorized access across such networks. Epom can not guarantee that security procedures will be error-free, secure and can not be defeated by third parties. Epom will use commercially reasonable measures for elimination of security vulnerabilities Epom becomes aware of.

Exhibit C
SETUP AND TRAINING

Epom will provide the following Services to the Client:

- Provide instructional documents for technical implementation and use of the Software.

- Provide demo of Software features and capabilities via online audio and video calls.

- Provide the Client with a username and password with which to access the Software.

The Software will be available to the Client for the delivery of Ads.

The Client will be solely responsible for soliciting all Advertisers and handling all Advertiser inquiries of any type or nature.

The Client may purchase further training sessions at an additional cost. Client will pay Travel and Expenses for on-site training sessions requested.