

LIQWID SERVICES AGREEMENT

THIS LIQWID SERVICES AGREEMENT (this “Agreement”) is between LEFTSMRIGHTS, INC., a Delaware corporation that does business as LIQWID (“LIQWID”) and you. For purposes of this Agreement, “you” means the company identified in an Account that registers to use the LIQWID Services (defined below).

By using the LIQWID Services, you indicate that you have read and agree to be bound by all terms and conditions of this Agreement, without limitation or qualification, and by all applicable laws and regulations, as if you had written your name on a contract. LIQWID’s provision of the LIQWID Services and all payments under this Agreement are conditioned upon your assent to all terms and conditions of this Agreement.

Effective Date: March 26, 2018

1. The LIQWID Service

A. LIQWID Service. The “LIQWID Service” consists of the tools, technology, dashboard, platform and services offered by LIQWID through <http://LIQWID.com>, or such other URL as LIQWID may provide (the “Website”), to facilitate the purchase, sale, auction, placement and monetization of online advertisements, as such may be revised from time to time. Subject to the terms and conditions of this Agreement, LIQWID grants you a limited, revocable, non-exclusive, non-transferable, license to access and use the LIQWID Services that are available and for which you qualify, as set forth on the Website or that LIQWID otherwise provides in writing. “Account” means an account to use the LIQWID Service that is created through the Website or any insertion orders mutually agreed in writing between the parties.

B. Registration. You must create an Account to access and use the LIQWID Service. If LIQWID accepts your registration, then it will provide you log-in information or the log-in information you provide will be activated. If you utilize any aspect of the LIQWID Services, you agree to include on your Site(s) all code, tags, cookies and other information required, without modification, including the domain information and other required information of LIQWID and our demand affiliates in your ad.txt file (or any equivalent or replacement format or file). If you do not have an ad.txt file, you agree to create one. You are responsible for keeping your log-in information secret. You are responsible for all actions and activities that occur through or under your Account, except for LIQWID’s actions. You shall immediately take all necessary action to limit any adverse consequences resulting from any action or omission of any Client. You should promptly notify LIQWID of any unauthorized use or access to your Account. If you utilize any aspect of LIQWID Services, you agree that LIQWID has the exclusive right to operate the ad inventory for any placements created by the LIQWID Services. “Site(s)” means the websites, web pages and applications you designate to use the LIQWID Service.

C. Reporting. You can view and monitor advertising activity through your Account. In the event your Account is not available for any reason, LIQWID will, upon your reasonable written request, provide you with any information that would otherwise be available through your Account. LIQWID will calculate all statistics, information and activity under your Account in its commercially reasonable discretion and as provided in Sections 1(E) and 2(A), as a result, all activity shown in your Account is subject to change.

D. Delivery of the LIQWID Service. LIQWID will endeavor to make the LIQWID Service available twenty-four hours a day, seven days a week, except during downtime for maintenance and as otherwise provided in this Agreement. You understand and agree that (i) LIQWID may change, suspend,

or stop providing the LIQWID SERVICE at any time in LIQWID's sole discretion upon written notice, which may be posted to the Website, (ii) you are responsible for providing the necessary resources to enable you to use the LIQWID Services and to integrate all video player(s), Site(s), application(s), and server(s) with the LIQWID Service in accordance with the technical integration specifications made available on the Website, and (iii) you must meet certain qualifications, requirements and specifications to use parts of the LIQWID Service.

E. LIQWID Service Rules and Prohibitions.

i. Prohibitions. Except as permitted by this Agreement, You agree not to (and such agreement includes not attempting to, and not assisting or permitting any third party to): (a) copy, reproduce, disassemble, decompile, reverse engineer or create derivative works from the LIQWID Service (or any part of the LIQWID Service); (b) disable, interfere with, alter, damage, or develop or use any workaround for, the LIQWID Service (or any part of the LIQWID Service or the servers and systems on which it operates); (c) pass personally identifiable information to LIQWID without obtaining consent to do so; (d) use any part of the LIQWID Service in violation of any laws, ordinances, regulations, statutes, orders or industry rule ("Laws"); (e) restrict or inhibit any other person from using the Website or LIQWID Service (or part of either); (f) resell, license, provide, store or otherwise transfer data and content through the LIQWID Service unless you own it or have a license permitting you to make such uses; (g) distribute to, or allow, any third party to use or access the LIQWID Service, unless permitted as a Service Retailer pursuant to Section (1)(G) below; (h) not modify or interfere in any way with any tag, computer code or advertisement provided to you or placed on your Site(s) by LIQWID, including adding any features to advertisements; (i) alter any metric or parameter reported or calculated through your Account, whether through manual or automated means; (j) cause any visitor clicking on any advertisement to be sent to any site other than the advertiser's page, except as expressly authorized in writing by either such advertiser or by LIQWID; (k) use the LIQWID Service for any obscene, defamatory, tortuous, violent, hateful, or illegal content or purpose; (l) 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; (m) engage in any deceptive act or practice with respect to any Site(s); and (n) use any code or similar automatic items, programs, or processes, such as automated software, data mining software, scrapers, and 'bots on the Website or to interfere with or manipulate any aspect of the LIQWID Service.

ii. Compliance with LIQWID Policies. You agree to comply with the provisions of this Agreement and all policies and procedures that LIQWID may provide to you through the Website as well as all of LIQWID's then-current specifications, qualifications, and requirements for the LIQWID Service ("LIQWID Policies"). LIQWID Policies are effective as soon as they are posted to the Website. LIQWID agrees to provide prompt written notice, which notice may be posted to the Website, of any updated policies. If you do not wish to comply with any LIQWID Policy, or changes thereto, you may terminate this Agreement or stop use of the LIQWID Services without any prior notice.

F. Beta Services. LIQWID may invite you to try features and tools that are in development ("Beta Services"). Beta Services may be subject to additional terms. You understand and agree that you use Beta Services at your own risk. IN NO EVENT WILL LIQWID HAVE OR INCUR ANY LIABILITY IN RELATION TO OR RESULTING FROM ANY BETA SERVICE.

G. Offering LIQWID Services to Your Clients. You may offer, market, manage and resell the LIQWID Services to Clients in accordance with the following terms and conditions (persons who sell LIQWID Service to Clients are referred to in this Agreement as "Service Retailers"):

i. Promotional Efforts. You agree to use commercially reasonable efforts to

promote the LIQWID Service, including maintaining an organization that is sufficient to promote and manage the LIQWID Service. LIQWID will provide reasonable efforts to support your marketing efforts, including providing reports and information through your Account for each Client. “Client” means a third party that uses the LIQWID Services through you and is associated with your Account. You must create a separate Account for each Client (including Client’s contact and billing information) that uses the LIQWID Services through you, but Clients may only access LIQWID Services if the Client has a direct contractual relationship with LIQWID.

ii. Registering Clients. You agree to follow and comply with the requirements and procedures provided on the Website, or otherwise provided by LIQWID, to register each Client. You agree, and covenant to obtain consent from each Client, to associate your Account with the Client Account and to share information between such Accounts and with LIQWID.

iii. Non-exclusive Engagement. You understand and agree that being a Service Retailer is a non-exclusive engagement. LIQWID may have or develop a direct relationship with a Client, and a Client may have or develop a relationship with other parties who offer and sell LIQWID Services. LIQWID will not be liable in any way for any contacts made by it or any other party with Clients, or for any sales or other business transactions made directly between a Client and LIQWID, or between a Client and any other party. You understand and agree that LIQWID may disassociate a Client Account with you upon request of the Client or upon termination of this Agreement for any reason and transfer the Client Account to a third party or establish a direct relationship with the Client.

iv. Payment to Clients. You shall designated in your Account whether you or LIQWID is responsible for paying Clients all amounts owed pursuant to a Client’s use of LIQWID Services through you. If you have responsibility for paying Clients and LIQWID becomes aware that you are not paying a Client any amounts owed, then LIQWID may deduct amounts due to the Client from the amounts it would have paid to you, and remit such amounts directly to the Client. In such event, LIQWID will remit to such Client a percentage of Payments associated with such Client based on the amount LIQWID is then paying to direct users of the LIQWID Service. If LIQWID has responsibility for paying any Client, then you must specify what percentage of Payments should be remitted to each Client, and if you do not specify the percentage, then LIQWID will pay such Client based on the amount LIQWID is then paying to direct users of the LIQWID Service.

v. Compliance with this Agreement. You shall comply with all the terms of this Agreement and all applicable laws in connection with all activities you undertake with regard to the offering, marketing, managing and reselling the LIQWID Services as a Service Retailer.

vi. Use of LIQWID Marks. You shall identify LIQWID as the source of the LIQWID Service and agree not to make any false or misleading statements to the contrary. Subject to the terms of this Agreement, LIQWID hereby grants you a non-exclusive, non-transferable, revocable, non-transferable license to use the trademarks, service marks and source indicators that LIQWID designates from time to time (“LIQWID Marks”) solely to undertake and perform the Service Retailer obligations set forth in this Section 1(G). You agree that the nature and quality of your efforts and services related to the LIQWID Service, and all related advertising, marketing, promotional and other uses of the LIQWID Marks by you will be of a high standard so as to protect and enhance the LIQWID Marks and the goodwill pertaining thereto. You further agree that all materials bearing the LIQWID Marks shall conform to the guidelines LIQWID may establish from time to time. You shall obtain LIQWID’s written approval prior to using the LIQWID Marks in any manner that is different from or inconsistent with this Agreement or LIQWID’s guidelines, or in any manner that is not covered by this Agreement or LIQWID’s guidelines. LIQWID must pre-approve, in writing, all materials you use to market the LIQWID Service. You shall properly mark all packaging, labels, advertising and promotional materials,

and all other printed materials on or in connection with which the LIQWID Marks appear in accordance with LIQWID's instructions, guidelines, all applicable laws and good trademark practices. Without the prior written approval of LIQWID, you shall (i) use the marks only in the form provided and in the manner prescribed from time to time by LIQWID, (ii) not vary the colors, shapes or any other element of the LIQWID Marks, and (iii) not use any other trademark, service mark or other source indicator in combination with any of the LIQWID Marks. You shall provide samples showing all uses of the LIQWID Marks to LIQWID upon request. You agree to stop use of any LIQWID Mark upon receipt of a notice from LIQWID requesting or demanding that you stop such use. You agree to cooperate reasonably, at LIQWID's request and expense, in any action (including legal proceedings) which LIQWID deems necessary or desirable to establish, preserve or defend LIQWID's exclusive rights in and to the LIQWID Marks. You shall notify LIQWID promptly of any unauthorized use of the LIQWID Marks as such use comes to your attention.

2. Payments and Fees.

A. From LIQWID to You. LIQWID will remit to you any amounts legitimately incurred under your Account and collected by LIQWID for your use of the LIQWID Services, less any fees owed to LIQWID and other parties ("Payments") as provided in your Account. First Payment is made 60 days following the month end of first use and then every month end thereafter. LIQWID will remit Payments only when the amount due exceeds \$50, except upon termination of this Agreement, when LIQWID will remit any balance to you. LIQWID has the right to withhold any amount that LIQWID determined, in its sole discretion, was not legitimately incurred, and, if you are a Service Retailer, is due to a Client as provided in Section 1(G)(iv). LIQWID will provide reasonable information regarding such determination upon your written request.

B. From You to LIQWID. LIQWID will invoice you for any fees you incur through use of the LIQWID Service, and you agree to pay all undisputed amounts on such invoice to LIQWID within forty five (45) days after your receipt of the applicable invoice. Any invoice remaining unpaid for more than forty five (45) days from receipt, which remains unpaid for five (5) days following LIQWID's notice to you of non-payment, 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 agreed-upon amounts owed to LIQWID, together with interest at the rate above, calculated from the date the amounts were originally due.

C. Currency; Taxes. All payments made under this Agreement will be made in U.S. dollars. Each party is responsible for its own income taxes with regard to any income derived from this Agreement. LIQWID's fees do not include applicable taxes and LIQWID does not deduct any taxes from amounts paid to you. You are responsible for, and agree 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, but specifically excluding any taxes which are based on or measured by the income of LIQWID. 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.

3. Suspension and Termination.

A. Term. The term of this Agreement will begin when you register and LIQWID accepts

your Account and will continue until terminated.

B. Suspension. LIQWID reserves the right to suspend your use, or any Client's use, of the Website or LIQWID Service for any reason or no reason in its sole discretion. If possible, as determined by LIQWID, LIQWID will provide you advance notice of a suspension and provide you an opportunity to address reasons necessitating such suspension. You agree that LIQWID may not be able to provide advance notice, however.

C. Termination. Either party may terminate this Agreement at any time for any or no reason by providing 30 days written notice to the other party. If a party breaches a provision of this Agreement that is capable of cure, the other party may provide written notice demanding such cure. If the breaching party fails to cure such breach within fifteen (15) days following receipt of the notice specifying such breach and demanding its cure, the non-breaching Party may terminate this Agreement effective immediately.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT LIQWID MAY SUSPEND AND TERMINATE YOUR USE OF THE LIQWID SERVICE AND ACCESS TO ACCOUNTS AT ANY TIME AND WILL NOT BE LIABLE SHOULD IT EXERCISE THAT RIGHT.

D. Effect of Termination.

i. Generally. Upon termination of this Agreement for any reason, (i) you will immediately remove all tags and any other LIQWID code or other identifiers from all of your Site(s) and otherwise cease all use of the LIQWID Service (if you are a Service Retailer, then you may remove LIQWID tags, code and other identifiers from Client website(s) unless the Client has instructed you not to do so), (ii) each party shall return or destroy any Confidential Information of the other party in its possession or control, (iii) LIQWID will provide you with any final reports that you may reasonably request, and (iv) each party will remit to the other party all amounts due and payable as of the termination date in accordance with Section 2.A. and 2.B. From and after the date of termination, neither party shall, directly or indirectly, disparage the other party or its officers, directors, stockholders, shareholders, employees, agents, and affiliates in any media or format whatsoever.

ii. Service Retailers. If you are a Services Retailer, then the following terms apply following termination of this Agreement for any reason:

a. You shall immediately stop all offering, marketing, managing, reselling and any other activities related to the LIQWID Services. You shall send each Client that has used the LIQWID Service in the prior twelve-month period a notice, approved by LIQWID, informing such Clients that you are no longer authorized to offer the LIQWID Service. Each Client may continue using the LIQWID Service if it chooses.

b. Your Account will be terminated following termination of this Agreement. LIQWID will remit any Payments for amounts you earn prior to the termination date as provided in this Agreement, on the Website, or as otherwise agreed in writing.

c. You understand and agree that LIQWID may disassociate a Client Account from you and transfer the Client Account to a third party or establish a direct relationship with the Client.

E. Survival. All provisions of this Agreement which are by their nature intended to survive

the termination of this Agreement, including Sections 1(F), 3(D), 3(E), 4-12 and 14-19 will survive such termination.

4. Confidentiality

A. Each party agrees that pursuant to this Agreement it will have access to and acquire confidential and proprietary knowledge, material, data, and information concerning the operation, business, financial affairs, products, customers and trade secrets of the other party that are designated as confidential (or in a similar manner) or that should be reasonably understood to be confidential (“Confidential Information”). LIQWID’s Confidential Information includes LIQWID’s software, code, tags, technology, and all non-public aspects of the LIQWID Service. The receiving party agrees to keep the disclosing party’s Confidential Information secret, use reasonable measures to protect the disclosing party’s Confidential Information, and not disclose the disclosing party’s Confidential Information to any other person or use the disclosing party’s Confidential Information except as permitted under this Agreement. A violation of this Section 4 may cause great and irreparable harm to the disclosing party, and the disclosing party may seek 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 the disclosing party.

B. Confidential Information will not include any information that the receiving party can establish (a) was known to the public before the receiving party received it, (b) became known to the public without any action or omission on the receiving party’s part, (c) was already known by the receiving party (except by reason of a prior disclosure on a confidential basis), or (d) was received by the receiving party without any obligation of confidentiality from a third party lawfully having possession of such information and having the right to disclose it. The receiving party may disclose Confidential Information pursuant to an order, decree, rule, or procedure of a court or other tribunal, on the condition that, to the extent legally permissible, the receiving party first notifies the disclosing party before the required disclosure and provide the disclosing party the opportunity to seek a protective order or other relief.

5. Your Representations, Warranties and Responsibilities

A. Generally. You represent, warrant and covenant that you (i) have, and will have, all necessary rights and authority to enter into this Agreement and perform your obligations under it, including all rights and permissions to use and allow LIQWID to use User Provided Content (defined below) and Site(s); (ii) are and will be solely responsible for all use of the LIQWID Services and activity under your Account; (iii) will use the Services in full compliance with all of your other agreements; (iv) will comply with all Laws, and will not cause or attempt to cause LIQWID to violate any applicable Law; (v) provide only correct and accurate information in your Account, and you will update such information promptly during the term of this Agreement; (vi) are an authorized representative of the entity on whose behalf you are using the LIQWID Service and such entity is duly organized; (vii) conduct business in a manner that reflects favorably on the LIQWID Service and LIQWID; (viii) will not make, use or employ (either actively or through omission) any false, deceptive, misleading or unethical statements, representations or practices with regard to the LIQWID Service; and (ix) will not use the LIQWID Service in connection with or to publish any misleading or false advertisements.

B. Service Retailers. If you use the LIQWID Service as a Service Retailer, then you represent, warrant and covenant that you are and will be authorized to act on behalf of all Clients and that you will be liable for their acts and omissions in connection with the LIQWID Services that occur through you.

C. Your Site(s) and User Provided Content. You are solely responsible for the development, maintenance, and operation of your Site(s), for all of your User Provided Content, for the transmission of information between Site(s) and the LIQWID Service, and for compliance with all LIQWID Policies. “User Provided Content” means all creative elements, content, media, video, tags, advertisements, links, applications, code or widgets that you provide. LIQWID is not responsible for, and has no obligation to provide notice of, any instance in which any Site is not properly operating in connection with the LIQWID Service. LIQWID makes no representation regarding the placement of, and disclaims any liability or responsibility for the display of, any User Provided Content.

D. Cookies and Privacy. You agree to inform visitors of your Site(s) about the use of “cookies,” “shared objects,” tags, and similar browser functionalities, the collection of information from and about visitors to your Site(s), the options that visitors have with respect to the use of cookies, tags and other means of information collection, the use of information from and about visitors to your Site(s), and that third parties may gather information through your Site(s) and use such information for lawful purposes. You agree to abide by and comply with all relevant laws regarding the privacy of persons to your Site(s) and to provide a mechanism on your Site to obtain, with respect to the LIQWID Services, all necessary and appropriate prior and informed consent from persons with regard to the use of third-party technology and to maintain reasonable evidence of such consent, which shall be provided to LIQWID upon request, in accordance with applicable Law.

6. LIQWID’s Representations and Warranties. LIQWID represents and warrants that it has all rights necessary to enter this Agreement and to provide the LIQWID Service. LIQWID agrees to take commercially reasonable steps to prevent the knowing inclusion of viruses or other contaminant that damage, interfere with, modify, deactivate, surreptitiously intercept or misappropriate the LIQWID Service or your use of the LIQWID Service.

7. DISCLAIMER OF WARRANTIES; NO GUARANTEE.

EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT, LIQWID MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, WITH RESPECT TO THE LIQWID SERVICE, THE WEBSITE OR WITH RESPECT TO ANY ADVERTISEMENTS, TAGS, CONTENT, OTHER TECHNOLOGY, INFORMATION, MATERIALS, SERVICES, OR OTHERWISE AND PROVIDES THEM TO YOU STRICTLY “AS IS” AND “AS AVAILABLE.” WITHOUT LIMITING THE GENERALITY OF THE FOREGOING STATEMENTS, EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT, 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 YOUR RESULTS USING THE LIQWID SERVICE OR ANY PART THEREOF.

LIQWID DOES NOT GUARANTEE THE LIQWID SERVICE, OR ANY PART THEREOF, WILL BE OPERABLE AT ALL TIMES OR WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE.

8. LIMITATIONS OF LIABILITY

EXCEPT IN CONNECTION WITH EACH PARTY’S INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, FOR WHICH LIABILITY WILL NOT BE SO LIMITED, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, LOST BUSINESS OR

COST OF REPLACEMENT SERVICES, 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) EACH PARTY'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 BE LIMITED TO DIRECT DAMAGES OBJECTIVELY MEASURED IN AN AMOUNT THAT SHALL NOT EXCEED THE TOTAL PAID OR PAYABLE TO YOU IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT THAT GAVE RISE TO THE CLAIM.

EACH PARTY ACKNOWLEDGES AND AGREES THAT THE DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT ARE PART OF AN ALLOCATION OF RISKS AND BENEFITS BETWEEN THE PARTIES AND THAT WITHOUT SUCH ALLOCATION OF RISKS AND BENEFITS, NEITHER PARTY WOULD BE WILLING TO ENTER INTO THIS AGREEMENT.

9. Indemnification.

A. Each party (the "Indemnifying Party") will defend, indemnify and hold harmless the other party and its officers, directors, employees, and agents (each, an "Indemnified Party") from all third-party claims, damages and liabilities (including reasonable attorneys' fees and expenses) ("Claims") arising out of or related to the Indemnifying Party's (i) breach or alleged breach of this Agreement or (ii) infringement or misappropriation of such third party's patent, trademark, trade secret or copyright in connection with (a) where LIQWID is the Indemnifying Party, the software and other technology that it owns and uses to provide the LIQWID Service, and (b) where you are the Indemnifying Party, the Sites, User Provided Content and software, creative, content, technology, data, and other materials you provide to LIQWID or use, store or make available through the LIQWID Service. Section 9(A)(ii) states the sole liability of the Indemnifying Party, and the sole remedy of the Indemnified Party, with respect to any third-party claim concerning intellectual property infringement or misappropriation. Neither party will be obligated to indemnify the other party under Section 9(A)(ii) for Claims that are caused by (y) the Indemnified Party's use of products or services in breach of this Agreement or (z) because of use in combination with third party products or services. In the event of a third-party infringement claim, the Indemnifying Party may, in its discretion, obtain a license to the allegedly infringing product, service or intellectual property, remove such product, service or intellectual property (in which case the Indemnified Party agrees to stop all use of such product, service or intellectual property), or terminate this Agreement.

B. Upon receipt of a Claim, the party seeking indemnification hereunder must (1) notify other party of the Claim, except that failure to give such notification shall not affect the Indemnifying Party's obligations except to the extent the Indemnifying Party is materially prejudiced as a result of such failure; (2) allow the Indemnifying Party to control the defense of the Claim, except that the Indemnified Party shall have the right, at its sole expense, to have its own legal counsel participate in all aspects of such defense; (3) allow the Indemnifying Party to settle the Claim; except that the Indemnifying Party will have no right to compromise or settle any Claim in a manner which affects the Indemnified Party's rights or intellectual property, makes admissions on the Indemnified Party's behalf or obligates the Indemnified Party to take or not take any action, including, without limitation, the payment of money, without the Indemnified Party's prior written approval; and (4) cooperate with the Indemnifying Party and provide the Indemnifying Party all authority, information, and assistance (at the Indemnifying Party's request and expense) that are reasonably necessary for the Indemnifying Party to defend against or settle the Claim. Notwithstanding, the foregoing provision, if, in the Indemnified Party's good-faith judgment, the Indemnifying Party fails to aggressively pursue the defense of any Claim, or the Indemnified Party's

interests with respect to the Claim conflict with the Indemnifying Party's interests, the Indemnified Party may elect to control the defense of the Claim, with counsel of its own selection, and the Indemnifying Party shall reimburse the Indemnified Party for all costs and expenses associated with such defense.

10. Proprietary Rights

A. Ownership of the LIQWID Service and LIQWID Marks. You understand and agree that, as between you and LIQWID, LIQWID owns all right, title, and interest in and to the LIQWID Service and LIQWID Marks, and every part thereof, including all intellectual property rights therein, and you will not acquire any right, title, or interest in or to the LIQWID Service, LIQWID Marks or any part thereof, or in any of LIQWID's other intellectual property as a result of this Agreement or your use of the LIQWID Service. All use of the LIQWID Marks, as well as all goodwill associated therewith, will inure to the benefit of and be on behalf of LIQWID. You agree not to remove, alter, obliterate, conceal, cover, and/or render unreadable, directly or indirectly, in whole or in part, any LIQWID Mark or any intellectual property notice delivered through or with the LIQWID Service. LIQWID shall have the sole right, but not the obligation, to bring infringement, misappropriation, dilution, unfair competition or any other proceedings involving the LIQWID Service and LIQWID Marks.

B. User Marks and Content; LIQWID Provided Creative Content. LIQWID agrees that, as between you and LIQWID, you own all right, title and interest in and to the User Provided Content and all trademarks, service marks and other source indicators that you provide for use as part of the LIQWID Service ("User Marks"), including all intellectual property rights therein. You hereby grant LIQWID a non-exclusive, non-transferable (except with a permitted assignment of this Agreement), royalty-free, fully paid up, worldwide right and license to use, copy, display, distribute and modify the User Provided Content and to use the User Marks, in connection with providing the LIQWID Service, listing you as a customer of the LIQWID Service, and as you otherwise agree to in writing. LIQWID agrees to comply with any written guidelines you provide with regard to use of the User Marks and to use the User Marks in accordance with your written quality standards, and commercially acceptable trademark practices.

C. Your Data. As between you and LIQWID, you will own all data you provide through your Account. You hereby grant LIQWID the right to use and disclose such data: (i) in the aggregate and as statistics in connection with the LIQWID Service; (ii) to provide, manage, maintain, and enhance the LIQWID Services (including disclosure of information and statistics to the relevant counterparties in transactions you engage in through the LIQWID Service); (iii) as elected by you in connection with your use of the LIQWID Service; and (iv) to third parties whose services you elect to use, such as application and data providers.

D. Privacy Policy. You understand and agree (i) LIQWID may have access to and collect personally-identifiable information relating to you and your use of the LIQWID Service as provided in our privacy policy, (ii) LIQWID may use such information as provided in the privacy policy and to enable and facilitate your use of the LIQWID Service, and (iii) you agree not to transfer or otherwise provide to LIQWID or store through the LIQWID Service any personally-identifiable information of any other person, other than a Client, without consent. You consent to the transfer of your personal information to jurisdictions that have been deemed to have inadequate security. If you are a Service Retailer, you covenant that you have obtained the consent of all of your Clients to the transfer of your personal information to jurisdictions that have been deemed to have inadequate security and to LIQWID's use of the Client's information as provided in our privacy policy.

E. Suggestions. LIQWID welcomes User's comments and suggestions regarding the LIQWID Service ("Suggestions"). LIQWID will not, however, be required to treat any Suggestions as confidential or proprietary. Do not make any Suggestion that contains any materials, information, ideas,

or other content that you do not want to be made public or used. You hereby grant to LIQWID a non-exclusive, irrevocable, fully paid up, royalty free, transferable license to use, copy, distribute, display, disclose, exploit and create derivative works from all Suggestions without charge by or remuneration to you and without providing credit to you.

11. **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.

12. **Construction.** The section and subsection headings in this Agreement are for reference purposes only. This Agreement will not be construed against the drafter. The word "or" as used in this Agreement is non-limiting. The word "including" shall be construed to mean "including, without limitation." For purposes of this Agreement, the term "person" may refer to an individual or an entity.

13. **Force Majeure.** Each party will be excused from performance under this Agreement for any failure 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, electricity or connectivity, inability to secure materials, parts or equipment, outages to any internet backbones, networks or servers, any failures of equipment, systems or local access services, acts of God, or acts of any governmental authority or agency thereof.

14. **Notice.** Except as otherwise provided in this Agreement, all notices provided in connection with this Agreement will be made in writing and shall be deemed given (a) upon delivery, if personally delivered; (b) five (5) days after being deposited in the U.S. mail, postage prepaid, certified or registered, return-receipt requested; (c) one (1) day after being sent by overnight courier, charges prepaid, with tracking and delivery confirmation to such address. Notices will be sent to you at the address you provide in your account, or (d) via email if the recipient confirms receipt. Notices sent to LIQWID must be sent to the address specified for LIQWID on the Website. Notices sent to you will be sent to the address provided in your Account.

15. **Texts.** If you provide a phone number in your Account, then you consent to receive text messages from LIQWID at that number, including any messages delivered from an automatic dialing system. You understand that text messages may assist in the provision of products or services. You also understand that you are not required to consent to receive texts to obtain products or services from LIQWID, but if you do not consent you will not be able to receive text messages. LIQWID uses your phone number as provided in our Privacy Policy, which is incorporated into this Agreement by reference and as it may be amended from time to time. In the event that the LIQWID sends you messages to your mobile device, you are solely responsible for any rates and fees charged by your mobile carrier. You also agree to update your mobile device account information within 48 hours of any deactivation of a mobile device so that a person who acquires your old number will not incur charges or receive your messages from LIQWID.

16. **Governing Law.** THE JURISDICTION AND VENUE FOR ALL DISPUTES UNDER THIS AGREEMENT WILL BE THE STATE AND FEDERAL COURTS IN THE STATE OF UTAH, COUNTY OF SALT LAKE, AND THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS. THE PARTIES AGREE THAT NEITHER OF THEM WILL

REQUEST A JURY FOR ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND EACH PARTY EXPRESSLY WAIVES ANY AND ALL SUCH RIGHTS TO A JURY TRIAL THAT MAY EXIST UNDER STATE, FEDERAL, OR OTHER LAW.

17. Successors and Assigns. This Agreement will inure to the benefit of and be binding on the parties and their respective successors, heirs, devisees, representatives, administrators, and permitted assigns. Either party 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 under this Agreement, without the express written consent of LIQWID. Any attempted assignment in violation of this Section 17 will be void and of no effect.

18. Remedies. Except as expressly provided in this Agreement, 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.

19. Miscellaneous. This Agreement, including all documents referenced in this Agreement, which are incorporated into this Agreement by such reference, is the entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject, including any prior agreements related to the LIQWID Service executed prior to the effective date of this Agreement. LIQWID reserves the right to change this Agreement at any time on ten (10) days advance notice to you, except that any changes made for legal reasons will be effective immediately upon LIQWID's sending of the notice. If any provision of the Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose and all other provisions of this Agreement will remain unaffected. Each party is permitted to use subcontractors in connection with this Agreement, but is liable for their acts and omissions. No waiver of any provision of this Agreement or of any right, power, or privilege under this Agreement will be valid or enforceable unless made in writing and signed by the duly authorized representative of the party making the waiver. The waiver by either party of a breach of any term, condition, or provision of this Agreement will not operate as, or be construed as, a waiver of any subsequent breach of such term, condition, or provision. Nothing in the Agreement will limit the right of either party to enter into similar arrangements with third parties.

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 OF PROMISE EXPRESSLY SET FORTH IN THIS AGREEMENT.