

Komli Inc. Standard Terms and Conditions for Publishers

Komli Incorporated ("Komli"), a Delaware Corporation, and Publisher, enter into this Publisher Network Agreement ("Agreement") to establish the terms and conditions by which Publisher may enter the Komli Network and display advertisements on behalf of Komli Customers ("Advertisers" or "Customers").

DEFINITIONS

"Ad" or "Creative" means the graphic or text file(s) provided to Publisher to market on behalf of Advertiser and/or Komli.

"Advertiser" means Komli and/or the advertiser or advertising agency providing Ads to Komli for use on Publisher's Website(s) as specified herein.

"Approved Websites" means the Publisher's domain(s) and/or specific root URLs approved by Komli.

"Komli Code" means pixels, intellectual property or other computer code provided by Komli for use by Publisher.

"Komli Network" means Komli's affiliated group of third-party Websites by which Komli may insert Ads.

"Komli System" refers to the collection of software, including ad serving and measurement technologies, that Komli uses to provide services to both advertisers and publishers.

"CPM" means a campaign for which Publisher shall be paid on a Cost Per Thousand Impressions basis as measured by Komli.

"Click, Click-Thru or Click-Through" means the activation of a hyperlink using a mouse or other input device. The click-through is essential to the interactivity of online advertising.

"Click-Through Rate" or "CTR" means the rate of activated ads to total ads displayed.

"Impressions" means the number of times an Ad is served to, and received by, a unique visitor on Publisher's Website or other media as measured by Komli.

"Incentivized Traffic" means a Website where Ads are placed where Users have some sort of incentive to click through on Ads.

"Network IP" means the Ads, Komli Code or other intellectual property made available to Publisher in connection with its performance under this Agreement.

"Prohibited Conduct" means conduct, during the course of performance of this Agreement that is listed or related to the proscribed conduct listed in Section 2.

"Publisher Media" shall mean the Website, search engine or other electronic media on which Publisher places Ads.

"Unique Click" means the number of times, as recorded by Komli's server, a User viewing Publisher's Media, as identified by a cookie or IP address, clicks on a Creative, provided however, that a click on a specific Creative by a particular User shall only be counted as a Unique Click once every 24-hour period.

"User" means any person accessing Publisher Media.

"Website" means an HTML document containing a set of information available via the Internet.

KOMLI AND PUBLISHER AGREE AS FOLLOWS:

1. Komli Network

(a) **Membership:** Membership in the Network is subject to prior approval by Komli. Komli reserves the right to refuse service to any new or existing Publisher for any reason, in its sole discretion. Approval of membership in the Network is limited only to the domains and/or specific root URLs for which Publisher has applied for approval by Komli. Komli reserves the right, in its sole discretion and without liability, to reject, omit or exclude any Publisher or Website for any reason at any time with or without notice to the Publisher and regardless of whether such Publisher or Website was previously accepted. Without limiting the foregoing, Komli reserves the right to require a potential or existing Publisher to submit detailed descriptions or explanations of the Publisher's Website(s) or application(s) functionality and back-end technology through a questionnaire or survey. Refusal to participate or answers deemed unsatisfactory constitutes grounds for non-acceptance or termination from the Network. This Agreement is voidable by Komli immediately if Publisher fails to disclose, conceals or misrepresents itself in any way. Unless otherwise advised due to technological issues by Komli, any person, Publisher, or affiliated group may have only one

account, however, each account may include multiple Websites/domains. In the event that a Publisher signs up more than one Website/domain, and it has been approved by Komli, each and every additional Website/domain is obligated and bound by these same terms and conditions. In any event, Komli reserves the right to reject or approve any additional Website(s), and is under no obligation to accept any Website(s), even if the additional Website(s) is the property of an already approved Publisher. All activity for a given account will be consolidated into one report.

(b) **Komli Websites:** For purposes of this Agreement, all Websites that are owned, operated or hosted by or on behalf of Komli, including, without limitation, Komli's branded Website at <http://www.Komli.com>, are referred to herein collectively as the "Komli Websites." You agree that you will not use the Komli Websites or any content therein or data obtained therefrom for any purposes other than to fulfill this Agreement and that you will not disseminate any of the information contained on Komli Websites, without prior consent from Komli. You agree that you will not use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access or manage your account with Komli or to monitor or copy the Komli Websites or the content contained therein except via automated means expressly made available by Komli, if any, or authorized in advance and in writing by Komli (for example, Komli-approved third-party tools and services). You will not interfere or attempt to interfere with the proper working of the Komli Websites or any program thereon, or the Komli System. Without limitation to the foregoing, you further agree that you will not take any action that imposes an unreasonable or disproportionately large load on the Komli Websites, any programs thereon, or Komli's infrastructure, as determined by Komli.

(c) **Services:** Publisher understands and agrees that from time to time the Komli System hereunder may be inaccessible, unavailable or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Komli may undertake from time to time; or (iii) causes beyond the control of Komli or which are not reasonably foreseeable by Komli, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, the unavailability, operation, or inaccessibility of Websites or interfaces, network congestion or other failures. While Komli will attempt to provide the services on a continuous basis, Publisher acknowledges and agrees that Komli has no control over the availability of the services on a continuous or uninterrupted basis. Publisher also understands and agrees that Komli is not responsible for the functionality of any third-party Website or interface. Terms of this Agreement are subject to Komli hardware, software, and bandwidth traffic limitations. Failure to deliver because of technical difficulties does not represent a failure to meet the obligations of this Agreement. Komli reserves the right to discontinue offering any of the Komli Systems and/or Komli Websites at any time. Except as otherwise specified by Komli, Publisher agrees that it will direct all communications relating to any Komli Website or your participation therein directly to Komli and not to any other entity.

2. Website Content and Prohibited Conduct

(a) **Pre-approval Required:** Publishers that have Websites that relate to or have any characteristic of the following shall be approved on a case by case basis: (i) excessive ads, app – quest/test, user content (blogs, etc.), (ii) controversial issues, religion, sexual orientation and/or edgy humor, (iii) wrestling, (iv) anime, (v) old content, and/or (vi) poor quality design and functionality.

(b) **Prohibited Conduct:** Komli does not accept Websites that produce, relate to or have characteristics of Prohibited Conduct. "Prohibited Conduct" is defined as:

(i) **Ad Placement & Tracking:** Publisher shall not: (1) Place Creatives or Ads in emails without prior consent and tracking from Komli; (2) Intentionally place Creatives on blank web pages or on web pages with no content; (3) Stack Creatives (e.g. place on top of one another so that more than 2 ads are next to each other); (4) Place Creatives on non-approved Websites or web pages, or in such a fashion that may be deceptive to the User; (5) Incentivize offers or create the appearance to incentivize offers; (6) Place statements near the Ads requesting that Users "click" on the Ad (i.e., "Please click here") or "visit" the sponsor (i.e., "Please visit our sponsor"); (7) Place misleading statements near the Ad (i.e., "You will win \$5,000."); (8) Redirect traffic to a Website other than that listed by the particular Advertiser; (9) Ask Users to take advantage of other Ads or offers other than those listed by the particular Advertiser; (10) Serve Creatives, or drive traffic to such Creatives, using any downloadable applications without the prior written approval of Komli, which, if provided, is subject in each case to the following condition: Creatives delivered in approved downloadable applications may only be shown once per User session when the application is active, enabled and clearly recognizable by the end User as being active and enabled. Serving Creatives at anytime when the downloaded application is not active is strictly prohibited and grounds for immediate termination without pay; (11) Use invisible methods to generate impressions, clicks, or transactions that are not initiated by the affirmative action of the end-user; (12) Attempt in any way to alter, modify, eliminate, conceal, or otherwise render inoperable or ineffective the

Website tags, source codes, links, pixels, modules or other data provided by or obtained from Komli that allows Komli to measure ad performance and provide its service.

(ii) **Websites:** Publisher shall not place any Creative, Ads or Network IP on Web Sites that contain, promote, reference or have links to: (1) profanity, sexually explicit materials, hate material, promote violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, or family status, or any other materials deemed unsuitable or harmful to the reputation of Komli; (2) software piracy (warez, cracking, etc.), hacking, phreaking, emulators, ROM's, or illegal MP3 activity.; (3) illegal activities, deceptive practices or violations of the intellectual property or privacy rights of others; (4) Websites under construction, hosted by a free service, personal home pages, or do not own the domain they are under; (5) charity clicks/donations, paid to surf, personal Websites, Website applicants who are not the owner of or employed by the applying Website, active x downloads, no content (link site), all affiliate links, or incentivized traffic; (6) Promote activities generally understood as Internet abuse, including but not limited to, the sending of unsolicited bulk electronic mail or the use of Spyware. For purposes hereof, "Spyware" shall mean computer programs or tools that (i) alter a computer User's browser or other settings or use an ActiveX control or similar device to download ad supporting software without providing fair notice to and obtaining affirmative consent; (ii) prevent a computer User's reasonable efforts to block the installation of or disable or remove unwanted software; (iii) remove or disable any security, anti-spyware or anti-virus technology on a User's computer; (iv) send email through a User's computer without prior authorization; (v) open multiple, sequential, stand-alone advertisements in the consumer's Internet browser which cannot be closed without closing the Internet browser or shutting down the computer or (vi) other similar activities that are prohibited by applicable law.

(iii) **Search & Miscellaneous:** Publisher shall not: (1) Violate guidelines of any search engines being utilized; (2) Engage in search engine spam, doorway pages, cloaking, etc.; (3) Bid on any trademarked name or terms in any PPC/"keyword"/"adword"/campaign; (4) Conduct search Ads falsely suggesting a link between Komli and a third-party or otherwise infringing on a third-party's intellectual property rights; (5) Engage in any advertising via facsimile or telemarketing; (6) Engage in any misleading or deceptive conduct.

3. Ad Content and Placement

(a) **Compliance with Industry Standards:** Publisher agrees to undertake and complete the services as specified by the Komli Network, including all Ad placement restrictions or channels specified, in accordance with the highest industry standards. Publisher shall position the Ads in such a manner to assure that they are fully and clearly visible to consumers and displayed in a similar manner as other merchants included in the Website.

(b) **No Modifications to Creative, Code or Network IP:** Except as permitted under this Agreement, Publisher may not alter, copy, modify, take, sell, re-use, or divulge in any manner any Creative, Network IP or computer code provided by Komli without Komli's prior written consent. Publisher may not copy Komli's Ads and display them from Publisher's Website directly; redirect traffic to a Website other than that listed by Komli or the Advertiser; or ask Users to take advantage of other Ads or offers other than those listed by Komli or Advertiser. Any Komli content which is copied, changed or altered without prior written consent will result in non-payment for the campaign and may result in termination. Any approved modifications to Komli Code or Network IP shall be owned solely by Komli.

(c) **Requirements:** Publisher shall be solely responsible for (i) managing its advertising content exclusions in the Komli interface, and (ii) placing Ads on the Publisher Media, which placement shall be subject to the terms and conditions of this Agreement. Ads may only be placed on Approved Websites. Komli pop-up or pop-under window cannot be launched from Websites that launch more than a total of one pop window, including the Komli pop. Skyscrapers or wide skyscrapers and half page formats cannot be placed on the same page. Publisher will not place ads on blank pages, on pages with no content, on top of one another, on non-approved Websites, or in such a fashion that may be deceptive to the visitor. Publisher agrees to use the Komli Code provided by Komli for displaying an Ad not more than ONCE per page view. Placement of ads in email must be done after notifying Komli so appropriate tracking measures can be put in place.

(d) **Default Ads:** Publisher acknowledges and agrees that Komli may not be able to fill 100% of advertising requests sent to its servers with paying Ads. If Publisher chooses not to specify a default redirect ad, Komli will display so-called 'house' and/or 'AdCouncil' ads on Publisher's Website when paid advertising is unavailable. Komli may also display so-called 'house' and/or 'AdCouncil' ads on Publisher's Websites when technical difficulties require it. So-called 'house' and 'AdCouncil' ads are not paid advertising. Under no circumstances does Komli guarantee to provide any percent fill of paid advertising to a Website.

4. Network Quality

Komli will not tolerate or accept any activities it deems harmful or potentially damaging to its reputation and/or business, or that of its customers and/or clients including but not limited to the activities stated in this Agreement. Komli employs individuals for the express purpose of monitoring the Publisher's Websites within our network to ensure that our customers and clients are receiving the highest quality campaigns. Komli has also developed an advanced anti-fraud system and regularly audits Publisher's traffic. Publishers that commit fraudulent activities, including false clicks, false impressions, and incentivized clicks, will have their account permanently removed from the Network and may not be compensated for fraudulent traffic. Komli has several fraud mechanisms at its disposal that will detect most forms within a few days of the initial activity. All Creatives must be served from a Komli server or serving location, or through a Komli approved 3rd-party-hosted server. Stored images that are loaded from a different location will not count towards any statistic or payment.

5. Proprietary Rights

(a) **Licenses:** At the agreed upon pay-out price and provided that Publisher complies with all provisions of this Agreement, Komli hereby grants to Publisher a nonexclusive, limited, revocable license to use, execute, and display the Network IP solely for purposes of performing its other obligations hereunder. Except for the limited license expressly granted in this Section, nothing in this Agreement shall be construed as Komli granting Publisher any right, title or interest in Network IP. Publisher acknowledges and agrees that Komli and/or Advertiser owns all right, title and interest in and to the Network IP and all related intellectual and proprietary rights of any kind anywhere in the world. Publisher's use of the Network IP or the results created thereby, or disseminating or distributing any of this information except as expressly permitted by this Agreement is strictly forbidden and will result in the termination of this limited license and may result in Publisher being held liable under applicable law.

(b) **Intellectual Property Ownership:** Subject to the limited licenses granted to Komli and Publisher hereunder, each party shall own and shall retain all right, title and interest in its trade names, logos, trademarks, service marks, trade dress, Internet domain names, copyrights, patents, trade secrets, know how and proprietary technology, including, without limitation, those trade names, logos, trademarks, service marks, trade dress, copyrights, patents, testimonials, endorsements, know how, trade secrets and proprietary technology currently used or which may be developed and/or used by it in the future ("Intellectual Property"). Except as provided in this Agreement, neither party may distribute, sell, reproduce, publish, display, perform, prepare derivative works or otherwise use any of the Intellectual Property of the other party without the express prior written consent of such party.

(c) **Data Ownership:** Publisher understands that all data, including, but not limited to, personally identifiable information provided by Users in response to an Ad and/or any or all reports, results, and/or information created, compiled, analyzed and/or derived by Komli from such data is the sole and exclusive property of Advertiser and Komli and is considered Confidential Information pursuant to this Agreement. Komli and/or its Advertisers, in their sole discretion, shall have the right to market and re-market the User(s) and or data without further obligation to Publisher. Publisher shall not make any use of, copy, make derivative works from, sell, transfer, lease, assign, redistribute, disclose, disseminate, or otherwise make available in any manner, such information, or any portion thereof, to any third-party. Unless otherwise agreed to in writing by the parties, any other use of such information is strictly prohibited.

6. Representations and Warranties

(a) **Publisher Responsibility:** The parties hereby acknowledge that Publisher is solely responsible for the method of dissemination of the campaigns, and that Komli will not have any control over the method of dissemination and is relying entirely on these warranties made by Publisher.

(b) **Publisher Warranties:** Publisher represents, warrants, covenants and acknowledges that (i) it will provide and maintain the resources, personnel and facilities suitable to perform its obligations under the Agreement; (ii) it will comply with all applicable federal (national), state and local laws and regulations including, without limitation, laws relating to advertising, the Internet, privacy and unfair business practices; (iii) it will not engage in Prohibited Conduct; (iv) it will comply with Komli's Privacy Policy as amended from time to time; (v) that Publisher is at least 18 years of age on the effective date of this Agreement; and (vi) that Komli does not make any specific or implied promises as to the successful outcome of any campaigns.

(c) **Mutual Warranties:** Each party represents and warrants to the other that (i) it has the full right, power, legal capacity, and authority to enter into, deliver and fully perform under this Agreement; (ii) neither the execution, delivery, nor performance of this Agreement will result in a violation or breach of any contract, agreement, order, judgment, decree, rule, regulation or law to which such party is bound; and (iii) such party acknowledges that the other party

makes no representations, warranties, or agreements related to the subject matter hereof that are not expressly provided for in the Agreement.

7. Privacy

(a) **Obligations:** Internet consumer privacy is of paramount importance to Komli, its subsidiaries, and its customers. Komli is committed to protecting the privacy of consumers, clients, and Advertisers, and to do its part to maintain the integrity of the Internet. Publisher therefore affirms and attests that it will adhere to fair information collection practices with respect to its performance under this Agreement.

(b) **Privacy Requirements:** Publisher agrees to the following and must clearly post on its Website an easy to understand privacy policy that (i) is in compliance with all federal (national, in the US compliant with FTC) guidelines and any other applicable laws, rules and regulations with respect to online privacy; (ii) identifies the nature and scope of the collection and use of information gathered by Publisher and offers the User an opportunity to opt out from such collection and use of the data; and (iii) contain language materially similar to the following:

"We have contracted with Komli to monitor certain pages of our website for the purpose of reporting website traffic, statistics, advertisement 'click-throughs', and/or other activities on our website. Where authorized by us, Komli may use cookies, web beacons, and/or other monitoring technologies to compile anonymous statistics about our website visitors. Komli may use this data and statistics to track users and serve advertising based on the collected data and statistics. However, no personally identifiable information is collected by or transferred to any party other than the Advertiser."

(c) **Cookies:** Publisher acknowledges that (i) cookies are important devices for measuring advertising effectiveness and ensuring a robust online advertising industry and (ii) efforts are required to increase User awareness about the use of cookies and their role in providing free content and other benefits to Users. Publisher agrees to take such steps as may be commercially reasonable and appropriate to promote User awareness about cookies or similar devices as may be identified by Komli.

8. Payment

(a) **Payment Rate:** Komli reserves the right to set campaign rates, which may vary with market conditions. Publishers will typically be paid within forty-five (45) business days after the end-of-month. Do not invoice Komli; all Publisher invoices are discarded. Publishers will be paid at the account level. All accounts will be settled in US dollars or Indian Rupees (INR) depending on where the Publisher is based. No check will be issued for any amount less than \$25US or equivalent INR ("Minimum Payment Threshold"). All unpaid earnings will rollover to the next pay period. Any Publisher account that goes unpaid for six (6) months becomes subject to immediate payoff and dismissal from the Network. As a condition to Komli's obligation to make payments hereunder to Publisher, Publisher must have on file with Komli a completed and accurate W-9 (for US-based Publisher's) or a completed and accurate W-8 (for non-US-based Publisher's). Publisher payments will be withheld until the appropriate taxation documents are received by Komli. If the required tax documents are not on file with Komli within three months of the date of a scheduled payment, Komli may charge a monthly administrative fee, representing Komli's cost of establishing and maintaining Publisher's account, equal to 25% of the original balance. All payments are based on actuals as defined, accounted and audited by Komli. Komli reserves the absolute right to withhold payment from accounts or Publishers that violate any of the terms and conditions set forth herein. Komli will determine, in its sole discretion, whether acts or omissions are deceptive, fraudulent or violate this Agreement. . Examples of such acts may include, without limitation, clicks without referring URLs, extraordinary high numbers of repeat clicks, and clicks from non-approved root URLs.

(b) **Breach or Fraud:** If any Publisher violates or refuses to fulfill its responsibilities, or commits fraudulent activity, Komli reserves the right to withhold payment and take appropriate legal action.

(c) **Calculation:** Calculation of Publisher earnings, including Impressions and click through numbers, shall be in Komli's sole discretion. In the event Publisher disagrees with any such calculation, Publisher shall immediately send a written request to Komli detailing, with specificity, Publisher's concerns. Thereafter, Komli will provide Publisher with an explanation or, if such calculations are determined by Komli to be incorrect, an adjustment. Komli's calculations shall be final and binding. In the event no adjustment is necessary, Publisher shall reimburse Komli for its expenses in responding to Publisher's requests under this Section if it exceeds USD\$100.

9. Indemnity

Publisher is solely responsible for any legal liability arising out of or relating to (i) Publisher's Website(s), (ii) any material to which Users can link through Publisher's Website(s), and/or (iii) any consumer and/or governmental/regulatory complaint arising out of any campaign conducted by Publisher, including but not limited to any spam or fraud complaint and/or any complaint relating to failure to have proper permission to conduct such campaign to the consumer. Publisher shall indemnify, defend, and hold harmless Komli and its officers, directors, employees, agents, shareholders, partners, affiliates, representatives, agents and Advertisers (collectively "Komli Parties") harmless from and against any and all allegations, claims, actions, causes of action, lawsuits, damages, liabilities, obligations, costs and expenses (including without limitation reasonable attorneys' fees, costs related to in-house counsel time, court costs and witness fees) (collectively "Losses") incurred by, or imposed or asserted against, the Komli Parties which, if true, would constitute or relate to any claims, suits, or proceedings for (a) libel, defamation, violation of rights of privacy or publicity, copyright infringement, trademark infringement or other infringement of any third-party right, fraud, false advertising, misrepresentation, product liability or violation of any law, statute, ordinance, rule or regulation throughout the world in connection with Publisher's Website(s); (b) any breach by Publisher of any duty, representation or warranty under this Agreement; (c) any breach by Komli of any duty, representation, or warranty to provide Ad(s) for placement on Publisher's Website(s) due to any breach by Publisher of this Agreement; (d) a contaminated file, virus, worm, or Trojan horse originating from the Publisher's Website(s); or (e) gross negligence or willful misconduct by Publisher.

10. Limitations of Warranties and Liability

(a) **Disclaimer of Warranties:** ALL SERVICES PROVIDED BY THE KOMLI ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, KOMLI MAKES NO WARRANTIES, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS, EXPRESS, IMPLIED, ORAL, WRITTEN, OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH HEREIN. KOMLI IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ACCIDENT, WAR, ACT OF GOD, EMBARGO, COMPUTER SYSTEM FAILURE, OR ANY OTHER CIRCUMSTANCE BEYOND ITS CONTROL.

(b) **Limitation of Liability:** UNDER NO CIRCUMSTANCES SHALL KOMLI BE LIABLE TO PUBLISHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF KOMLI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY ASPECT OF THE ADVERTISING RELATIONSHIP PROVIDED HEREIN. IN NO EVENT SHALL KOMLI'S TOTAL OBLIGATIONS OR LIABILITY HEREUNDER EXCEED THE LESSER OF THE SPECIFIC ADVERTISING CAMPAIGN IN QUESTION OR ONE THOUSAND DOLLARS (\$1,000.00). REGARDLESS OF ANY LAW TO THE CONTRARY, NO ACTION, SUIT OR PROCEEDING SHALL BE BROUGHT AGAINST KOMLI MORE THAN ONE (1) YEAR AFTER THE DATE UPON WHICH THE CLAIM AROSE.

(c) **Consideration:** PUBLISHER ACKNOWLEDGES THAT KOMLI HAS AGREED TO PRICING IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT THESE CONSIDERATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. PUBLISHER AGREES THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THESE TERMS WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIABILITIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO PUBLISHER.

11. Term and Termination

(a) **Termination:** This Agreement, as may be amended, applies to Publisher for as long as Publisher distributes Ads for Komli. Komli reserves the right to terminate any Publisher from the Network at any time, with or without cause.

(b) **Post-termination:** Upon termination, Publisher agrees to immediately remove from the Websites any and all Komli Code and Network IP supplied to Publisher by Komli. Publisher will be paid, in the next scheduled payment cycle following termination, all legitimate, non-fraudulently accrued, earnings due up to the time of termination. Upon termination all ties to referrals will be permanently severed and Publisher will not receive nor be entitled to receive future referral commissions hereunder.

12. Confidentiality

Each party agrees that it may provide the other with information that is confidential and proprietary to that party or a third-party, as is designated by the disclosing party or that is reasonably understood to be proprietary and/or confidential ("Confidential Information"). Komli's campaign rates are considered confidential. Each party may use Confidential Information received from the other party only in connection with and to further the purposes of this Agreement. Confidential Information shall not be commingled with information or materials of others and any copies shall be strictly controlled. The receiving party agrees to make commercially reasonable efforts, but in no case no less effort than it uses to protect its own Confidential Information, to maintain the confidentiality of and to protect any proprietary interests of the disclosing party. Confidential Information shall not include (even if designated by a party) information: (i) that is or becomes part of the public domain through no act or omission of the receiving party; (ii) that is lawfully received by the receiving party from a third-party without restriction on use or disclosure and without breach of this Agreement or any other agreement without knowledge by the receiving party of any breach of fiduciary duty, or (iii) that the receiving party had in its possession prior to the date of this Agreement. Upon termination of this Agreement, or upon written request by Komli, Publisher must destroy or return to Komli any Confidential Information provided by Komli under this Agreement.

13. Choice of Law and Attorneys' Fees

This Agreement is governed by the laws of the State of Delaware (USA), except for its conflict of law provisions. The exclusive forum for any actions related to this Agreement shall be in the state courts, and, to the extent that federal courts have exclusive jurisdiction, in Delaware. The parties consent to such venue and jurisdiction, waive any right to a trial by jury, and agree to waive the personal service of any process upon them by agreeing that service may be effected by overnight mail (using a commercially recognized service) or by U.S. mail with delivery receipt to the last address provided by Publisher. The application of the United Nations Convention on the International Sale of Goods is expressly excluded. A party that primarily prevails in an action brought under this Agreement is entitled to recover from the other party its reasonable attorneys fees and costs.

14. Entire Agreement and Modification

This Agreement, including exhibits, addenda, the Komli Privacy Policy (as amended from time to time and which is incorporated herein by reference), contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by either of the parties, either oral or written, except as stated in this Agreement. This Agreement may only be altered, amended or modified by an instrument that is assented to by each party to this Agreement by verifiable means, including without limitation by written instrument signed by the parties or through a "click through" acknowledgement of assent. No interlineations to this Agreement shall be binding unless initialed by both parties. Notwithstanding the foregoing, Komli shall have the right to change, modify or amend ("Change") this Agreement, in whole or in part, by posting a revised Agreement at least five (5) days prior to the effective date of such Change. Publisher's continued use of the Network after the effective date of such Change shall be deemed Publisher's acceptance of the revised Agreement. No change, amendment, or modification of any provision of the Agreement by Publisher will be valid unless set forth in a written instrument signed by an executive of both Parties with the corporate authority to do so.

15. Assignment

No rights or obligations under this Agreement may be assigned by Publisher without the prior written consent of Komli. Any assignment, transfer or attempted assignment or transfer in violation of this Section shall be void and of no force and effect. Komli and any of its subsequent assignees may assign this Agreement, in whole or in part, or any of its rights or delegate any of its duties, under this Agreement to any party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

16. Independent Contractors

Each party is an independent contractor. Any intention to create a joint venture or partnership between the parties is expressly disclaimed. Except as set forth herein, neither party is authorized or empowered to obligate the other or to incur any costs on behalf of the other without the other party's prior written consent.

17. Marketing

Publisher shall not release any information regarding Campaigns, Creatives, or Publishers relationship with Komli or its customers, including, without limitation, in press releases or promotional or merchandising materials, without the prior

written consent of Komli. Komli shall have the right to reference and refer to its work for, and relationship with, Publisher for marketing and promotional purposes. No press releases or general public announcements shall be made without the mutual consent of Komli and Publisher.

18. Force Majeure

Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder for any cause beyond the reasonable control of such party, including but not limited to electrical outages, failure of Internet service providers, default due to Internet disruption (including without limitation denial of service attacks), riots, insurrection, acts of terrorism, war (or similar), fires, flood, earthquakes, explosions, and other acts of God.

19. Survival and Severability

Any obligations which expressly or by their nature are to continue after termination, cancellation, or expiration of the Agreement shall survive and remain in effect after such happening. Each Party acknowledges that the provisions of the Agreement were negotiated to reflect an informed, voluntary allocation between them of all the risks (both known and unknown) associated with the transactions contemplated hereunder. All provisions are inserted conditionally on their being valid in law. In the event that any provision of the Agreement conflicts with the law under which the Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the Parties to the Agreement, then (i) such provision will be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law; and (ii) the remaining terms, provisions, covenants, and restrictions of the Agreement will remain in full force and effect.

20. Remedies and Waiver

Except as otherwise specified, the rights and remedies granted to a party under this Agreement are cumulative and in addition to, not in lieu of, any other rights and remedies which the party may possess at law or in equity. Failure of either party to require strict performance by the other party of any provision shall not affect the first party's right to require strict performance thereafter. Waiver by either party of a breach of any provision shall not waive either the provision itself or any subsequent breach.

Accepted By Publisher

Publisher Name

Signature

Name

Date

Accepted by Komli

Signature

Name

Date