

Revised: April 14, 2015

Publisher Agreement (non-exclusive)

1. Definitions.

(a) “**Ad**” means advertising content and materials.

(b) “**Agreement**” means this Publisher Agreement and any related IOs.

(c) “**Confidential Information**” means any and all non-public information, documents, data and know-how that is proprietary or not generally known in nature, or designated as Confidential Information by a party, or which a party should reasonably know to be confidential in nature, which either party may disclose to the other party pursuant to or in connection with this Agreement or any IO relating to its products, services, business, prices, and requirements, as well as the terms and conditions of this Agreement or any IO. Confidential Information also includes information on the advertisers providing the Ads, performance data, information on user’s recorded views or clicks of an Ad or any personally identifiable information collected from individual users during delivery of an Ad pursuant to an IO.

(d) “**Prohibited Content**” means restricted or prohibited content, including violence, sex, profanity, racism, sexism, religion, gambling, pornography, abortion, or any other highly explosive subject matter, or falls within another category stated on the IO.

(e) “**Inventory**” means the media space available for the placement of Ads on the Site(s).

(f) “**IO**” means an insertion order entered into between DelPlaya and you for the placement of Ads on the Inventory.

(g) “**DelPlaya**” means delPlaya Media, Inc.

(h) “**Site(s)**” means the sites and iOS and/or Android applications accessible via computer display, mobile device, smart television or other Internet-connected device as described in the IOs or as otherwise agreed between the parties from time to time.

(i) Placement; Restrictions. You must place all Ads, of whatever kind, on the Inventory after receipt thereof, except that you may reject any Ad that violates your published advertiser standards by giving DelPlaya written notice within two calendar days of receipt of such Ad. You must (a) comply with each applicable IO, including all Ad placement restrictions, (b) create a reasonably balanced delivery schedule (with the exception of CPA, CPL or CPC deliverables) and (c) place Ads only on the Inventory that we specify under this Agreement. You will not edit or modify the Ads in any way, including, but not limited to, resizing the Ad, altering the targeting of Ads or embedding hidden or irrelevant keywords, without DelPlaya’s written approval. You will use all Ads in strict compliance with this Agreement and any written instructions that may be provided in an IO, and you will at all times retain editorial control over the Site(s). You will not disable or disallow script access on the Site(s), nor tamper with or modify any used for verification purposes. DelPlaya may verify your compliance with the terms of this Agreement through any means reasonably available, including by manual, technical or third party processes (e.g. IAS, White Ops), and you consent to such verification.

2. Prohibited Content Rules.

(a) You agree to comply with the Prohibited Content rules with respect to Ads that appear on the Site(s). Within 24 hours of written notice of a violation of the Prohibited Content rules, you will remove the Ads from the Site(s) specified. No Ads may be placed on Inventory appearing on any Site(s) that contains content or material that: (i) infringes the intellectual property rights of others (including but not limited to unauthorized copies, public performances or derivative versions of software, films, television programs, music,

books, electronic games or other categories of protected works), (ii) induces, facilitates, promotes or enables financial benefit from such infringement (e.g. P2P/BitTorrent/MP3 tracking and indexing sites, “linking” or “leeching” sites, ROMs, “warez”, emulators, hacks, “phreaks,” “cracks,” or ripping software for illegally circumventing DRM or other copy protection devices); (iii) is illegal, or promotes or facilitates illegal activities, deceptive practices or violations of the privacy rights of others; (iv) contains Prohibited Content; or (v) promotes or facilitates activities generally regarded as abuse, including but not limited to, the sending of unsolicited bulk electronic mail or the use or delivery of viruses, spyware or other malware.

(b) You further represent that the Site(s) are neither developed for, nor directed at, children under the age of 13, and that such Site(s) do not employ or offer services, content or advertisements targeted to children under the age of 13.

3. Pricing; Payment.

(a) DelPlaya shall have sole responsibility for calculation of statistics, which may include but are not limited to, impressions, unique clicks, actions and revenue generated on the Site(s), as applicable, and resultant fees due to you under this Agreement. You understand that DelPlaya may make adjustments to its online statistics at the end of each calendar month to account for, among other things, specific contractual provisions, statistical errors, any amounts refunded to advertisers in connection with your failure to comply with this Agreement, as reasonably determined by DelPlaya, and discrepancies due to violations of Section 3(b). Where a third party ad server is being used, you will not bonus more than ten (10%) percent higher than the deliverables specified on an IO without DelPlaya’s prior consent.

(b) DelPlaya will not pay you (and reserves the right to offset against additional monies owed to you or take other appropriate legal action) for Ads displayed or delivered in breach of this Agreement, or (as applicable): impressions based on invalid queries, or invalid clicks or impressions on Ads generated by any person, bot, automated program or similar device, including without limitation through any (i) clicks or impressions originating from your IP addresses or computers under your control; (ii) Ads run in HTML iframes; (iii) solicited by payment of money, false representation, or request for users to click on or view Ads; (iv) Ads served to users whose browsers have JavaScript disabled or (v) clicks or impressions commingled with a significant amount of the activity in (i)-(iv); the foregoing all as reasonably determined by DelPlaya.

(c) DelPlaya will pay you any undisputed payments within 60 days after the end of the month in which the Ads ran. You will pay all taxes and other government charges (except for taxes on DelPlaya’s income). You will have 30 calendar days after receipt of payment to dispute or contest payments, and hereby waive any right to contest any payment after expiration of such 30 days. You are liable for all taxes related to your performance under this Agreement.

4. Compliance. You will ensure that the Site(s) have a clearly labeled and easily accessible privacy policy that provides end users with clear and comprehensive information about cookies, device-specific information, location information and other information stored on, accessed on, or collected from users’ devices, including information about users’ options for cookie management which includes, without limitation, a link to the specified web address (or other industry opt-out page, such as the Self-Regulatory Opt out page at <http://www.aboutads.info/choices/> or the opt-out page maintained by the Network Advertising Initiative at http://www.networkadvertising.org/managing/opt_out.asp), or mobile device equivalent, from which users may “opt out” of such personalized advertising services and such other industry-developed opt out website as may be required by applicable law, rules or regulations, all as updated from time to time. Where the foregoing is not permitted due to specific device limitations, you will post notice concerning data collection at each point where the Site(s) may be accessed (e.g. during the download process for an app accessible via mobile device

that displays Ads, and as part of such app's terms of use) and provide an appropriate choice and consent mechanism for such users for receiving personalized advertising. DelPlaya may periodically audit your compliance with this Section 4.

5. Term and Termination. Unless earlier terminated pursuant to this Agreement or an IO, this Agreement will continue in effect until otherwise terminated. Either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other party, provided however, that if there are any IOs currently in effect at the time of such termination, then this Agreement shall remain in effect with the respect to such IOs only and only until such time as such IOs can be appropriately concluded or terminated (which the parties agree shall be at the first opportunity). Either party may terminate this Agreement for uncured breach by the other party upon five (5) business days notice. Notwithstanding the foregoing, DelPlaya reserves the right to terminate any IO with 24 hours notice for any reason. Sections 5 through 11 hereof will survive the termination of this Agreement.

6. Representations. Each party hereby represents and warrants that (a) it has all necessary rights and authority to enter into this Agreement and to perform its obligations hereunder; (b) neither this Agreement nor the performance of or exercise of rights under this Agreement will violate, conflict with, or result in the breach of any term, condition, or provision of any agreement or legal obligation to which it is a party or by which it may be bound; and (c) it will comply with all applicable laws, rules and regulations. You further represent and warrant that you have all necessary permits, licenses and clearances to operate the Site(s) and sell the Inventory, and provide all materials as provided herein for use by DelPlaya and DelPlaya's purchase or use of any Inventory hereunder will not violate or infringe any third party rights, including any proprietary, personal, intellectual property, contractual or other rights. DelPlaya represents and warrants that it has the right to grant you a non-exclusive, worldwide, royalty-free right and license to transmit, publicly display, publicly perform, store, copy and distribute the Ads on the Inventory in accordance with the terms of this Agreement and the applicable IO.

7. Indemnification. A breaching party will indemnify, defend and hold harmless the non-breaching party and such non-breaching party's affiliates and subsidiaries and their respective officers, directors, employees, representatives and agents, from and against any and all losses, liabilities, injuries, damages, reasonable attorneys' fees and other costs and expenses incurred in connection with any third party claim alleging a breach of such breaching party's representations, warranties, covenants and agreements under this Agreement. Any claim for indemnification hereunder shall be subject to the following provisions: (a) the indemnifying party shall be given prompt written notice of the claim by the indemnified party, provided that any delay in providing notice shall not relieve the indemnifying party of its indemnity obligations under this Agreement unless, and only to the extent, the indemnifying party was prejudiced by the delay; (b) the indemnifying party shall have the right to control the defense and all negotiations relative to the settlement of any such claim, provided that no settlement admitting liability on the part of the indemnified party, imposing restrictions on the indemnified party, or requiring any action by the indemnified party, including without limitation, the payment of any amounts, may be made without the express written consent of the indemnified party; and (c) the indemnified party shall reasonably cooperate with the indemnifying party and its counsel at the indemnifying party's cost and expense.

8. Data. As between you and DelPlaya, you will own all end user registration data for any Site(s) (excluding, for the avoidance of doubt, any data relating to a user's interaction with an Ad) and data specifically identifying the Site(s); provided that DelPlaya may use and disclose such data: (a) in aggregated form; (b) to target and deliver Ads on the Site(s); (c) to provide reporting (*e.g.*, for billing and performance purposes) to advertisers; (d) to enforce its rights under this Agreement and (e) as required by court order, law or governmental or regulatory agency. For the avoidance of doubt, DelPlaya will own all data (i) gathered

during delivery of an Ad (e.g., number of impressions, interactions and header information) pursuant to a campaign; (ii) a user's recorded view or click of an Ad; and (iii) user data volunteered in response to an Ad (including personally identifiable information, but only where it is expressly disclosed to such individual users that such collection is solely on behalf of an advertiser). The data described in this Section 8 shall be considered Confidential Information of the party owning such data.

9. Confidentiality. In the performance of its obligations under this Agreement, each party acknowledges that it may have access or be exposed to Confidential Information of the other party. The party in receipt of the Confidential Information (the "Receiving Party") of the other party (the "Disclosing Party") understands and agrees that it will not disclose such Confidential Information directly or indirectly to any third party (other than Receiving Party's employees, agents, attorneys and/or outside advisors with a need to know such information) or use such Confidential Information for any other purpose other than in performance of this Agreement or any IO without the Disclosing Party's prior written consent. The Receiving Party agrees that it will employ all reasonable steps to protect the Confidential Information from unauthorized or inadvertent disclosure or use, including without limitation, all steps it takes to protect its own information that it considers proprietary or trade secrets, but in no event less than a commercially reasonable standard of care. Confidential Information does not include that which: (a) was already known to the Receiving Party; (b) is or has become part of the public knowledge or literature, not as a result of any action or omission of the Receiving Party; or (c) has been rightfully received by the Receiving Party from a third party and to the Receiving Party's knowledge, without breach of any obligation of confidentiality of such third party to the Disclosing Party.

10. Limitation of Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS OR A PARTY'S BREACH OF SECTION 9, (A) NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHER SIMILAR DAMAGES AND (B) A PARTY'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF AMOUNTS PAYABLE HEREUNDER IN THE 12 MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION FIRST AROSE AND TEN THOUSAND U.S. DOLLARS.

11. Miscellaneous.

(a) This Agreement constitutes the entire agreement between DelPlaya and you as to its subject matter and supersedes all prior or collateral understandings, oral or written. To the extent that any of the terms of any IO conflicts, changes, clarifies, or otherwise modifies the terms of herein, the terms of the IOs shall take precedence, provided such terms expressly reference the terms to be modified. This Agreement may not be modified, except by a written document signed by each party. No terms, provisions or conditions of any other purchase order, acknowledgment, click-through agreement or other business form that you may use or any handwritten changes by you will serve to alter or have any effect on the terms of this Agreement. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.

(b) Upon the earlier of (i) entering into an agreement providing for a change of control (for example, through a stock purchase or sale, merger, asset sale, liquidation or other similar form of corporate transaction), (ii) the board of directors of a party recommending its shareholders approve a change of control, or (iii) the occurrence of a change of control (each, a "Change of Control Event"), the party experiencing the Change of Control Event will use commercially reasonable efforts to provide notice to the other party promptly after the occurrence of the Change of Control Event. The other party may terminate this Agreement by sending notice to the party experiencing the Change of Control Event and the termination will be effective upon the earlier of delivery of the termination notice or 3 days after the occurrence of the Change of Control Event.

(c) This Agreement will be governed by the laws of the State of California, without regard to its conflicts of laws provisions. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

(d) The prevailing party in any litigation, arbitration or other proceeding to interpret or enforce the provisions of this Agreement will be reimbursed by the non-prevailing party in such litigation, arbitration or other proceeding for the reasonable fees and costs of the prevailing party's attorneys incurred in connection with such litigation, arbitration or other proceeding.

(e) Each party is liable for the acts and omissions of any subcontractor, consultant, third-party service provider or agent engaged by such party in connection with the fulfillment of its obligations in this Agreement and this Agreement will be binding upon the parties' respective successors and permitted assigns.

(f) Neither party shall make any use of the other party's name or logo for any purpose, or publicly disclose, reference or refer to the negotiation or the existence of this Agreement or its work for, and relationship with, the other party for any purpose, without the express prior written consent of the other party. The parties acknowledge that notwithstanding the foregoing, DelPlaya may identify you (i) as a partner in press release(s) or marketing publication(s), together with any attributable quotes (such quotes to be used only with your prior written approval); and (ii) your site list to advertisers or potential advertisers.