

## ucfunnel Publisher Terms and Conditions (Syndication)

These ucfunnel Publisher Terms and Conditions (“**Terms and Conditions**”) govern the relationship between ucfunnel Co., Ltd. (“**ucfunnel**,” “**we**,” “**us**,” and “**our**”) and publisher (“**Publisher**,” “**you**,” and “**your**”) for the resale of the Advertising described herein. We or you may issue one or more insertion orders under these Terms and Conditions in the form attached hereto as Exhibit A, each of which must be signed by our and your authorized representative (each an “**Insertion Order**”). Each Insertion Order we provide to you which specifically references these Terms and Conditions in combination with these Terms and Conditions constitutes the “**Agreement**.” In the Agreement, (i) a “**ucfunnel Company**” means ucfunnel, ucfunnel Co., Ltd. or an affiliate of ucfunnel or ucfunnel Co., Ltd. and (ii) “**ucfunnel Entities**” are the ucfunnel Companies and their officers, directors, consultants, contractors, agents, attorneys, employees, and third-party service providers. Terms used in any Insertion Order, but not defined therein, have the meanings given to such terms in these Terms and Conditions. All definitions apply to both their singular and plural forms, as the context may require.

### 1. Advertising Services

1.1 The Publisher allows ucfunnel a non-exclusive right to place display, video and native etc. advertising (“**Advertising**”) from our advertisers (“**Advertisers**”) on certain websites and other media properties (the “**Publisher Media**”) agreed upon by you and us and set forth on an applicable Insertion Order. If the Publisher Media includes any third party websites, Publisher agrees to comply with all the terms and conditions under Schedule 2 “Syndication Attachment”.

1.2 Publisher agrees to implement all tagging/beaconing specified by ucfunnel, which will include targeted tagging/beaconing of Publisher Media as agreed upon by you and us. At Publisher’s discretion, Publisher will make an ad call to ucfunnel’s ad systems. In response to such ad call, ucfunnel will deliver either (a) Advertising for display on Publisher Media, or (b) a response that no such Advertising is available.

1.3 Unless otherwise agreed in writing by you and us, ucfunnel will only secure and place Advertising that is not sold specifically for display on the Publisher Media (*i.e.* blind sales). Without limiting the foregoing, ucfunnel may use the name and logo of Publisher in connection with ucfunnel’s sales efforts in order to indicate that inventory on the Publisher Media is included in ucfunnel’s network.

### 2. Payments and Measurements

2.1 Publisher will be entitled to the remuneration of Adjusted RSR as follows unless a different method of remuneration as described in Section 2.3 (“**Remuneration**”, including RSR and CPM) is set out in the applicable Insertion Order in relation to a specific period and/or placement by Publisher:

**Adjusted RSR= 80 %; Adjustment= 0 %**

2.2 The remuneration will be determined by ucfunnel’s proprietary ad serving software or any other ad serving software used by ucfunnel in the future (collectively “**Serving Software**”). The performance of Advertising campaigns, even if third party hosted, will be based on the Serving Software statistics. Our measurements will be used to calculate Remuneration.

2.3 Subject to Section 2.1, an Insertion Order may specify the Remuneration to be paid in accordance with one or more of the following methods, as stated on the Insertion Order (including RSR and CPM):

(a) **Adjusted Revenue-Share Remuneration** (“Adjusted RSR”) is payable as a percentage (if any) of the amount calculated by Gross Revenue (as defined below) minus the Adjustment (as defined below). **Gross Revenue** means the amounts actually received by ucfunnel in the relevant month from Advertisers with respect to the Advertising placed on the Publisher Media under this Agreement other than the relevant Advertising payable by any of the methods described in sub-sections (b)~(c) under this Section 2.3 (“**Advertising Revenue**”), net of (i) remuneration for data provision, behavioral targeting or other similar information related to the Advertising, (ii) any taxes ucfunnel is required to collect, withhold or pay with respect to the Advertising Revenue, and (iii) credit card or other payment processing fees, bad debt, and charge-backs. “**Adjustment**” means (i) advertising agency commissions or discounts (where applicable) and any other commissions or charges paid or payable to Advertisers, their representatives or agents, or (ii) the percentage of Gross Revenue as indicated above under Section 2.1, whichever is higher. All Ads impressions purchased by Advertisers will be tracked and reported by ucfunnel. Advertisers will inform ucfunnel in writing (email to suffice) of any discrepancy related to a payment. Advertisers and ucfunnel will investigate the discrepancy in good faith and use their commercially reasonable efforts to end the investigation.

(b) **CPM** (cost-per-thousand): Payment is based on the number of payable impressions as recorded by Serving Software;

(c) Other: Remuneration may be payable as a result of the placement of another form of Advertising on the Publisher Media, such as the continuous tenancy of Advertising on a portion of the Publisher Media in return for a periodic tenancy fee.

If the Advertising or Remuneration type specified in the Insertion Order is “Any,” ucfunnel may secure and place Advertising on the basis of any or all of the above types of Remuneration. ucfunnel will set pricing for Advertising we sell for display on the Publisher Media in our sole discretion.

2.4 ucfunnel will pay Publisher undisputed amounts within 90 days of the date of Publisher’s invoice with designated account or payer by ucfunnel. ucfunnel may make payments only when an outstanding balance exceeds US \$800.00. Payment to Publisher shall be denominated in U.S. dollars and paid by check or wire transfer to an account designated by Publisher. Publisher may charge interest for late payments, which will equal to the lesser of (i) 1.5% per

month or (ii) the minimum rate allowed by law if any, or (iii) the maximum rate allowed by law if any. ucfunnel may notify Publisher in writing (by email to suffice) of any dispute regarding the invoices in due time. Publisher will inform ucfunnel in writing of any discrepancy related to a payment as soon as possible after discovering the discrepancy, but in no event more than five (5) days after receiving a payment from ucfunnel.

2.5 The Publisher acknowledges that if ucfunnel does not receive from an Advertiser one or more payments of the sums from which Remuneration is payable under this Agreement, then ucfunnel shall be entitled (a) to withhold payment of the related Remuneration, and (b) if the related Remuneration has already been paid to the Publisher, to deduct the amount thereof from subsequent payments to the Publisher or to require the Publisher to pay to ucfunnel the amount of such Remuneration (which the Publisher agrees to do within 30 days of any invoice issued by ucfunnel).

2.6 Subject to any minimum CPM stated in an Insertion Order, Publisher acknowledges that ucfunnel gives no representation or warranty as to the volume of Advertising or Remuneration that may be generated under this Agreement.

2.7 For the purposes of this Section 2, invoicing and payment may be conducted by a ucfunnel Company rather than ucfunnel.

2.8 Except as expressly set forth otherwise in this Agreement, Publisher will also be responsible for and will pay any applicable sales, use or other taxes or duties, tariffs or the like, applicable to the provision of the Platform.

### 3. Reporting and Data

3.1 The Serving Software will track the reporting of each Advertiser's Advertising campaign (e.g. the number of clicks, the number of impressions).

3.2 ucfunnel will issue indicative reports to the Publisher on a weekly basis specifying (a) the Advertising placed on the Publisher Media and (b) the Remuneration payable, for periods selected by the user (within the Serving Software parameters).

3.3 ucfunnel has a perpetual, non-exclusive right to use all data generated by, or collected by or on behalf of, ucfunnel from Advertisers, including non-personally identifiable data collected by or on behalf of ucfunnel relating to the display, delivery, and performance of Advertising on the Publisher Media, including any data pertaining to impressions, click-through rates, and conversions, and any other data independently derived by ucfunnel ("**ucfunnel Data**"). For clarity, ucfunnel may use non-personally identifiable data concerning individual users of the Publisher Media (or more specific pages thereof) for any reason. Publisher will have the right to use data derived from Advertising served to Publisher Media if such data consists of compilations of aggregated statistics about the Advertising and does not include any personally identifiable information. Publisher has a perpetual, non-exclusive right to use all data generated by, or collected on behalf of, the Publisher, including any data pertaining to impressions, click-through rates and conversions and any other data independently derived by Publisher ("**Publisher Data**"). For clarity, Publisher has no right, title, or interest in any ucfunnel Data and ucfunnel has no right, title, or interest in any Publisher Data.

### 4. Licenses

4.1 ucfunnel grants to Publisher a limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, royalty-free license to access and use the Serving Software and any other code, or software (including accompanying required documentation and registration process and any updates and enhancements), if any, provided by ucfunnel to Publisher in connection with the services provided hereunder (the "**Licensed Tools**") solely for the purpose of exercising your rights and performing your obligations in connection with the display of Advertising on the Publisher Media and obtaining reporting relating thereto.

4.2 Except as set forth in this Agreement, Publisher agrees not to (a) reproduce or distribute such Licensed Tools, or any portion thereof, in any form or media without the prior written consent of ucfunnel; (b) use or authorize use of the Licensed Tools for any purpose not specified in this Agreement; (c) copy, rent, lease, sell, sublicense, or otherwise transfer copies of the Licensed Tools; or (d) modify, prepare derivative works of, translate, reverse engineer, reverse compile, disassemble the Licensed Tools, or attempt to do any of the foregoing.

4.3 Except to the extent expressly set forth herein, ucfunnel grants no other license, express or implied, to ucfunnel's intellectual property rights. Ownership of any work created using a party's intellectual property rights, will inure to the sole benefit of the original owner of the intellectual property rights from which such work resulted. Nothing in this Agreement or the performance thereof, or that might otherwise be implied by law, will operate to grant you any right, title, or interest, implied or otherwise, in or to ucfunnel's intellectual property rights, other than as expressly set forth in this Section 4. ucfunnel expressly reserves all intellectual property rights not expressly granted hereunder. As used in this Agreement, "**Trademarks**" mean trademarks, service marks, trade dress, trade names, Internet domain names, corporate names, brand names, proprietary logos, symbols, all other indicia of origin, any good will related or accruing to the foregoing, all applications to register and registrations of the foregoing, and any renewals thereof.

### 5. Advertising

5.1 The Advertising will be in such format, and placed by such means, as ucfunnel specifies in an Insertion Order. Publisher will make the display ad units for the Advertising available to ucfunnel in current industry standard display advertising formats.

5.2 Publisher reserves the right, within its reasonable discretion, to reject or remove from the Publisher Media any Advertising which does not comply with its policies, or that in Publisher's reasonable judgment, does not comply

with any applicable law, regulation, or other judicial or administrative order. If Advertising provided by ucfunnel is not accepted by Publisher under this Section 5.2, Publisher will notify ucfunnel within one (1) business day of its receipt of such Advertising.

5.3 ucfunnel does not guarantee that all Advertising appearing on the Publisher Media will be revenue-generating for the Publisher. There will be times when “**Default Advertising**,” meaning Advertising for which no payment is received by ucfunnel, will be run on the Publisher Media. ucfunnel will provide Publisher with an opportunity to provide the Publisher’s “house” creative instead of the Default Advertising. In the absence of the Publisher specifying its house creative, ucfunnel will be entitled to place Default Advertising on the Publisher Media. No Remuneration, including CPM Remuneration, will be payable with respect to any Default Advertising.

## 6. Publisher Obligations

6.1 The Publisher represents that the Publisher Media does not feature material that is or may reasonably be considered (a) defamatory, (b) obscene, (c) to be a misrepresentation, (d) to infringe a third party’s intellectual property, publicity, or privacy right, (e) to constitute a virus, worm, Trojan horse, or other contaminant that may be used to access and modify, delete, or damage any data file or other computer program, or (f) in violation of any applicable laws or regulations. The Publisher represents that it is the owner of all right, title, and interest in, or is validly licensed to display and use, the entire contents and subject matter of the Publisher Media. The Publisher also represents that with respect to unlawful activity or content contributed to the Publisher Media without the Publisher’s knowledge or awareness of its unlawfulness, the Publisher operates a “notice and takedown” policy that complies with applicable law.

6.2 The Publisher will also ensure that the Publisher Media do not contain any of the material of the type identified in Schedule 1 to this Agreement, unless and to the extent, specified in an applicable Insertion Order.

6.3 Unless specifically allowed in this Agreement or otherwise authorized in writing by ucfunnel, the Publisher will not authorize, enable, or engage in any of the following:

- (a) anything which delays the timing or operation of ad calls to ucfunnel;
- (b) the display of new or replacement Advertising without the user navigating to a new Web page or without the contents of the current Web page being refreshed by a user; or
- (c) modification of Advertising in any way, unless Publisher received prior written authorization from ucfunnel;
- (d) unauthorized implementations, including (i) the use, display, syndication, sublicensing, or delivery of the Advertising anywhere other than on the Publisher Media; or (ii) display of Advertising within pop-over or pop-under windows, in or through downloadable application(s), or in the body of an email communication.

6.4 In addition, Publisher will:

- (a) use commercially reasonable efforts to minimize the occurrence of the display of any ad or messaging (such as pop-up windows or expanding banners) that may obscure the Advertising or prevent or prohibit its display.
- (b) place on the Publisher Media the tags provided to it by ucfunnel from time to time in order to enable the display of Advertising;
- (c) ensure that such tags are not placed on or used by any site other than the Publisher Media; and
- (d) post a privacy policy that clearly and conspicuously:
  - (i) discloses that the Publisher uses third-party advertising companies to serve ads, or otherwise engages in the advertising or media type specified in an Insertion Order, when the user visits the Publisher’s Media;
  - (ii) discloses that the third-party advertising companies may use non-personally identifiable information about the user’s visits to the Publisher’s Media in order to provide advertisements about goods and services that may be of interest to the user; and
  - (iii) discloses that the user can find more information about these practices and the user’s choices concerning these practices at [http://networkadvertising.org/managing/opt\\_out.asp](http://networkadvertising.org/managing/opt_out.asp).

For purposes of clarity, in the context of disclosing the relationship with a third-party advertising company in Section 6.4(d)(ii) above, the Publisher may refer to either ucfunnel specifically or to third-party advertising companies generally.

## 7. Fraudulent Activity

7.1 Notwithstanding any other provision of this Agreement, ucfunnel will not be liable to the Publisher or any third party for any Remuneration arising out of activity that is intended to inflate CPM figures (“**Fraudulent Activity**”), including the provision of false lead information or multiple leads from a single individual. Publisher will take all commercially reasonable steps to prevent such activity. ucfunnel in our sole discretion will determine if Fraudulent Activity has occurred, and will have the right to withhold payment of Remuneration until final determination of the validity of the activity. If ucfunnel discovers Fraudulent Activity after payment of Remuneration that derives from such activity has been made, ucfunnel may, at its option, offset the amount of such payment against any future payments to Publisher or, at ucfunnel’s written request, Publisher will immediately repay such payment in full to ucfunnel. Publisher further agrees to

provide full cooperation to ucfunnel in any investigation of possible Fraudulent Activity, including reasonable access to Publisher's access logs and other customer and affiliate information related to such investigation.

7.2 ucfunnel reserves the right to qualify leads and will not pay for duplicate CPM entries, incomplete entries, or entries that are determined to originate from Fraudulent Activity. ucfunnel also may refuse payment for leads originating from any program in which incentives or rewards were used as a means of increasing lead conversions.

7.3 ucfunnel's system, including ucfunnel's industry standard fraud detection vendors (e.g., White Ops, DoubleVerify, Integral Ads, comScore, Moat Analytics, etc.), will be the sole system of record for determining any such Fraudulent Activity.

## 8. Indemnification

8.1 Publisher, at its own expense, will at all times indemnify, defend, and hold harmless the ucfunnel Entities from and against any and all claims, demands, liabilities, costs, and expenses, including reasonable expenses of investigation and reasonable legal fees and costs, in connection with any third-party claim, suit, action, allegation, or other proceeding brought against any of the ucfunnel Entities based on, arising out of, or relating to (i) Publisher's breach of any of its representations or warranties under this Agreement, (ii) Publisher's modification of the Advertising in any way in violation of the Agreement, (iii) the use of the Advertising in violation of the Agreement, or (iv) an allegation that Publisher Media infringes any applicable copyright laws. In connection with any indemnity claim, the Publisher, at its option, will have sole control of the defense of the claim and all negotiations for any settlement or compromise, provided that a ucfunnel Entity is entitled to participate in its own defense at its expense. Publisher will not enter into any settlement or compromise of any claim, which settlement or compromise would result in any liability to a ucfunnel Entity, without such ucfunnel Entity's prior written consent.

8.2 ucfunnel, at its own expense, will at all times indemnify, defend, and hold harmless Publisher and Publisher's employees, officers, directors, representatives, and agents and the respective successors and assigns of each of the foregoing (collectively, the "**Publisher Parties**") from and against any and all claims, demands, liabilities, costs, and expenses, including reasonable expenses of investigation and reasonable legal fees and costs, in connection with, any third-party claim, suit, action, allegation, or other proceeding brought against any of the Publisher Parties based on, arising out of or relating to (i) ucfunnel's breach of any of its representations or warranties under this Agreement, or (ii) an allegation that any Advertising displayed on Publisher Media under this Agreement infringes on any applicable copyright laws. In connection with any indemnity claim, ucfunnel, at its option, will have sole control of the defense of the claim and all negotiations for any settlement or compromise of such claim, provided that the Publisher Party is entitled to participate in its own defense at its expense. ucfunnel will not enter into any settlement or compromise of any claim, which settlement or compromise would result in any liability to Publisher, without Publisher's prior written consent.

8.3 The indemnified party(s) (i) will give the indemnifying party prompt notice of the relevant claim (provided that a failure or delay in providing such notice will not relieve the indemnifying party's obligations except to the extent prejudiced by such failure or delay), and (ii) cooperate reasonably with the indemnifying party, at the indemnifying party's expense, in the defense of such claim.

## 9. Confidentiality

"Confidential Information" means any information disclosed by you to us or us to you, either directly or indirectly, in writing, orally, or by inspection of tangible objects that is designated as "Confidential," "Proprietary," or some similar designation. Information communicated orally and/or other intangible information will be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information will not, however, include any information which: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files, records, and/or other competent evidence immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession. The receiving party will not at any time (i) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information of the disclosing party (except to disclose or make available to, in your case, your employees, and in our case, our employees, agents, representatives, contractors, account managers, and Affiliates, in each case who have a legitimate need to know such Confidential Information), or (ii) use, reproduce, or copy any Confidential Information of the disclosing party, except as necessary in connection with the purpose for which such Confidential Information is disclosed to the receiving party by the disclosing party, or in connection with or as set forth in the Agreement. All Confidential Information will remain the disclosing party's property and all documents, electronic media, and other tangible items containing or relating to any Confidential Information of the disclosing party will be delivered to the disclosing party promptly upon the disclosing party's written request. Notwithstanding the foregoing, neither we nor you will be required to remove copies of the other party's Confidential Information from any backup media or servers. Nothing contained in the Agreement will prevent you or a ucfunnel **Company** from complying with privacy laws and regulations. The receiving party may disclose Confidential Information of the disclosing party in connection with subpoenas, court orders, other legal processes, or as otherwise required by law, provided that the receiving party gives the disclosing party prompt written notice of such requirement (unless expressly prohibited in writing in such subpoena, court order, or other legal process) prior to such disclosure and takes reasonable steps to protect the information from public disclosure, and provided further that any such disclosure is limited to the minimum extent necessary to comply with the legal requirement. Notwithstanding anything to the contrary in the Agreement, all data and information gathered or received by us in connection with the Advertising,

including your Confidential Information, and all information described in our privacy policy may be shared with and used by (x) the ucfunnel Entities (and you acknowledge the country of the ucfunnel Entity receiving the data or information may not afford the same level of protection of such data as the country in which the data or information was collected), and/or (y) certain selected third parties only in aggregate form.

## **10. Warranties**

10.1 Publisher warrants that the provision of goods and/or performance of the services will not infringe, misappropriate, or violate any copyright, patent, trade secret, or other proprietary or intellectual property right of any third party. Publisher further warrants that it will perform its services hereunder in compliance with all applicable federal, state, and local laws, rules, and regulations.

10.2 OTHER THAN AS SET FORTH IN THIS SECTION 10, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR WE MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NONINFRINGEMENT.

## **11. Limitation of Liability**

EXCLUDING ANY OBLIGATIONS ARISING UNDER SECTION 8 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL YOU OR WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF BUSINESS PROFITS, OR BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS), WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE) CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF YOU OR WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, EACH OF YOUR OR A UCFUNNEL ENTITY'S MAXIMUM CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF (A) THE AMOUNT ACTUALLY PAID IN THE LAST TWELVE MONTHS BY UCFUNNEL TO PUBLISHER PURSUANT TO THIS AGREEMENT OR (B) U.S. \$100,000.

## **12. Termination**

12.1 ucfunnel may terminate this Agreement at any time, with or without cause. Publisher may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to ucfunnel; provided, however, that any Advertising being delivered pursuant to an Insertion Order will continue to be delivered until the Insertion Order expires as defined in such Insertion Order.

12.2 Upon termination of this Agreement by either you or us, Publisher will refund payments received for any Advertising not delivered to Publisher Media, if any, and ucfunnel will pay Publisher for all undisputed Remuneration due to Publisher under Section 2 of the Agreement through the date of termination.

12.3 Any termination under this Section 12 will be without prejudice to any rights of you or us with respect to any breach committed prior to the date of (or giving rise to) such termination and to those provisions of the Agreement which are specified, or by their construction intended to survive, such termination.

12.4 Sections 2, 3, and 6 through 16 of these Terms and Conditions and the defined terms of the Agreement will survive termination of the Agreement.

## **13. Notices**

All notices and other communications to be given under this Agreement must be in writing and (a) delivered by recognized overnight courier to the address on the applicable Insertion Order (established by written verification of personal, certified, or registered delivery by courier or postal service), (b) sent by first class mail, return receipt requested, to the address set forth in the applicable Insertion Order, (c) sent by email at the email address set forth in the applicable Insertion Order for either you or us, or (d) delivered by hand, and will if delivered by recognized overnight courier or by hand be deemed served on the day of delivery or if by first class mail, be deemed served on the third day after proof of service or if by email be deemed served on the day of delivery (provided proof of the successful sending of the email is retained and sender does not receive an out of office reply).

## **14. Entire Agreement**

This Agreement represents the entire agreement and understanding between you and us with respect to the subject matter thereof, and supersedes all proposals, representations, claims, and communications in all forms of media (including all instructions, advertisements, messages, and policies), written and oral, regarding the subject matter contained herein.

## **15. Miscellaneous**

15.1 If any provision of the Agreement is held or made invalid or unenforceable for any reason, such invalidity will not affect the remainder of the Agreement, and the invalid or unenforceable provision will be replaced by a valid provision that has a similar economic effect.

15.2 No waiver by you or us of a breach of any provision hereof will be deemed a waiver of any other breach of such provision or a waiver of the provision.

15.3 ucfunnel may assign all or any of its rights and obligations under this Agreement.

15.4 Publisher will not assign or otherwise transfer any of its rights and obligations under this Agreement without the prior written consent of ucfunnel.

15.5 The Section headings in this Agreement are included for convenience only and will not affect the interpretation of the Agreement.

15.6 In the event of any discrepancy between an Insertion Order and the Terms and Conditions, the Terms and Conditions will prevail unless otherwise expressly stated in the Insertion Order.

15.7 Words and phrases accorded a particular meaning in any Section or provision of this Agreement will (unless the context otherwise requires) be accorded that meaning when they appear elsewhere in the Agreement. As used in the Agreement, the word "including" is a term of enlargement meaning "including without limitation" and does not denote exclusivity, and the words "will," "shall," and "must" are deemed to be equivalent and denote a mandatory obligation or prohibition, as applicable.

15.8 Neither you nor we will have any liability under the Agreement by reason of any failure or delay in the performance of our or your obligations on account of strikes, shortages, riots, acts of terrorism, insurrection, fires, flood, storm, explosions, earthquakes, Internet and/or electrical outages, computer viruses, acts of God, war, governmental action, or any cause that is beyond our reasonable control.

15.9 The Agreement may not be amended, modified, or supplemented by you or us in any manner, except by an instrument in writing signed on behalf of each of you and us by a duly authorized officer or representative.

15.10 Except as expressly set forth herein, no remedy conferred upon either you or us by this Agreement is intended to be exclusive of any other remedy, and each and every such remedy will be cumulative and will be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity.

15.11 You and we are independent contractors and nothing in the Agreement will be construed to create, evidence, or imply any agency, employment, partnership, or joint venture between you and us.

15.12 We may not issue any press release or other public statement regarding the Agreement or your involvement herein, without your prior written consent. You may not issue any press release or other public statement regarding the Agreement, or a ucfunnel Company without our prior written consent.

15.13 The Agreement may be executed in any number of textually identical counterparts, each of which when so executed and delivered will be deemed an original, and such textually identical counterparts together will constitute one and the same instrument. For purposes hereof, a facsimile or portable document format (PDF) copy of the Agreement, including the signature pages hereto, will be deemed to be an original.

## **16. Governing Law**

The terms of the Agreement and any dispute relating thereto or between you and us will be governed by the laws of [Taiwan, the Republic of China](#). All claims, causes of action or disputes (regardless of theory) arising out of or relating to the Agreement, or the relationship between Publisher and ucfunnel, shall be brought exclusively in the [Taipei District Court, Taipei, Taiwan](#).

These Publisher Terms and Conditions are effective as of 1 Jan, 2020.

## Schedule 1

### **Hate Content**

Content articulating views intended or reasonably likely to cause or incite hatred of any race, religion, creed, class, or ethnic group.

Content articulating views calculated to cause offense to or incite hatred of any individual or group.

Content explicitly glorifying or delivering for the purposes of entertainment, scenes or descriptions of pain, suffering, death, torture, or ill-treatment of humans or animals.

Sexually explicit content depicting illegal acts including but not limited to content featuring minors and content featuring non-consensual acts, real or implied.

### **Bombs/guns/ammunition**

Content offering genuine or replica guns, bombs, ammunition, or other offensive weapons for sale.

Content glorifying the use of or offering technical information on guns, bombs, ammunition, or other offensive weapons.

### **Invalid Clicks**

Invalid clicks are clicks generated by prohibited methods.

Examples of invalid clicks include repeated manual clicking or the use of robots, automated clicking tools, or other deceptive software. Invalid clicks are sometimes intended to artificially or maliciously drive up an advertiser's clicks or the Publisher's earnings. Sources of invalid clicks include:

- Manual clicks intended to increase costs to the advertiser or to increase profits for website owners hosting the advertising.
- Clicks by automated tools, robots, or other deceptive software.

### **Spyware**

Any software covertly installed on a user's machine (as distinct from the addition of a cookie to the appropriate location within the user's browser software).

Specifically Spyware is:

- installed without the user's full knowledge;
- cannot be easily uninstalled or disabled;
- covertly transmits information about the user's activities to a remote host often used to facilitate delivery of advertising messages, often with a high frequency; and
- those applications that are a sub-set of spyware being, malware (malicious code). Malware includes viruses, worms, and Trojans. A defining characteristic of malware is that it is intended to cause harm or be otherwise used for criminal purposes. Examples of spyware in this category are keystroke loggers, password sniffers, spam launchers, remote access tools (RATs), and screen capture utilities.

### **Porn**

Sexually explicit content transmitted or published for the purposes of entertainment including photographs, videos, and text depicting or describing legal sexual acts between consenting adults.

### **Peer to Peer**

Peer-to-peer (referred to as P2P) is a type of transient Internet network that allows a group of computer users with the same networking program to connect with each other and directly access files from one another's hard drives.

### **File Sharing**

Any site allowing users to freely download or exchange software including music files, games, movies, and software applications.

### **Incentivized Clicks**

Clicks made on an HTML link by live users who subsequently receive some reward or incentive for making the click, for example, additional loyalty points added to an account redeemable for goods upon achievement of certain targets. This type of inventory may or may not operate a "timeout" on repeat clicks on the same link from the user within a given time span.

**Adware**

Advertising delivery software hosted on a user's machine which has been downloaded by the user typically in return for a product or service, for example toolbars, emoticons, and other desktop applications.

To be considered legitimate, adware must:

- be deliberately downloaded by the user in fair and equitable exchange for a product or service;
- be downloaded under circumstances where the user makes a positive opt-in to the service under terms and conditions that are overt, clear, and in no way attempt to confuse or deceive;
- offer the user a clear, effective, and simple path to unsubscribe from any relevant service and facilitate easy de-installation of the associated advertising software; and
- operate a reasonable frequency control policy for advertising inventory – (*e.g.* each user to be exposed to not more than three (3) advertising impressions in any 24 hour period).

**Uncontrolled or un-moderated forums**

Online discussion groups and newsgroups not subject to any editorial control or moderation by Publisher.

**Self Generated Content which facilitates downloads of dynamic content**

RSS feeds, blogs, and personal home pages comprising independent publication of personal thoughts, photographs, and Web links which may or may not be subject to editorial moderation for questions of legality, accuracy, decency, and truthfulness. Such content may or may not facilitate file-sharing.

**Personal Home Pages**

Independent publication of personal thoughts, photographs, and web links which may or may not be subject to editorial moderation for questions of legality, accuracy, decency and truthfulness.

**Personal Blogs**

A frequent, chronological publication of personal thoughts and web links which may or may not be subject to editorial moderation for questions of legality, accuracy, decency and truthfulness.

**Politically Sensitive Content**

Any site or blog the majority of whose editorial content is aimed at furthering the cause of any established political party, organized, or informal pressure group especially where the views espoused therein are likely to cause offence.

**Desk-top applications**

Software applications downloaded to a user's machine from the web usually delivering some product or service (*e.g.* instant chat, dating services, emoticons & toolbars). Desk-top applications are often offered in exchange for or as a download vehicle for adware.

**Toolbars**

A toolbar is a window whose buttons represent tools, menu items, or actions. The toolbar can be located along the top, bottom, or sides of a frame window or can "float" and be positioned anywhere on the user's desktop. Downloadable toolbars often incorporate or facilitate the delivery of advertising messages.

## Schedule 2- SYNDICATION ATTACHMENT

### 1. **Definitions.**

- (a) "Syndication Affiliate" means a third party approved by ucfunnel (i) to or for whom Publisher sublicenses, distributes, or provides access to Advertising; (ii) on whose behalf Publisher hosts or display Advertising; or (iii) with whom Publisher shares the Remuneration that Publisher receives from ucfunnel under this Agreement.
- (b) "Syndicated Site" means the Syndication Affiliate websites that ucfunnel approves in writing. Additional or successor sites owned or operated by approved Syndication Affiliates must each be individually approved by ucfunnel for sublicensing.
- (c) "Syndicated Applications" means the Syndication Affiliate software application(s) that ucfunnel approves in writing. Additional or successor software applications owned or operated by approved Syndication Affiliates must each be individually approved by ucfunnel for sublicensing.
- (d) "Syndication Right" means the right for Publisher to sublicense display, host or otherwise provide Advertising and Licensed Tool to Syndicated Sites.

### 2. **Approval.** Publisher must complete the Syndication Partner Approval Form ("SPAF") for each Syndication Affiliate and each Syndicated Site and must obtain ucfunnel's written approval of each Syndication Affiliate and each Syndicated Site. Publisher will not sublicense, display, host or otherwise provide Advertising and Licensed Tool to or for any Syndication Affiliate or any Syndicated Site that has not been approved by ucfunnel in writing or for which ucfunnel has terminated its approval. Publisher may request approval of new Syndication Affiliates and Syndicated Sites by submitting a written proposal containing at least the following:

- (a) Syndication Affiliates: the Syndication Affiliate's full legal name, contact information, a list of all websites that the Syndication Affiliate wholly-owns, majority-owns, controls and/or operates, a high level description of Publisher's arrangement with the Syndication Affiliate and any other information ucfunnel requests.
- (b) Syndicated Sites: traffic volume, ad positions, mockups of the proposed implementation, and any other information ucfunnel requests.

ucfunnel will provide Publisher with a written acceptance or rejection of each proposal after receipt of the information described above. ucfunnel may reject any proposed Syndication Affiliate and any proposed Syndicated Site for any reason or no reason, in its sole discretion.

### 3. **Required Terms.** Publisher's written agreement with each Syndication Affiliate will include the following:

- (a) ucfunnel will be identified as a third party beneficiary of Publisher's agreement with the Affiliate, entitled to enforce the provisions of that agreement as they pertain to ucfunnel;
- (b) An expiration date for the sublicensing of Advertising that is no later than the end of the Term;
- (c) Implementation requirements and mockups that are substantially identical to those in Exhibit A;
- (d) The Syndication Affiliate's explicit agreement that (i) the Syndication Affiliate will not assign any right to, or further sublicense, the Advertising and License Tool provided by Publisher; and (ii) the Syndication Affiliate will not commit any act listed in Section 7 ("**Fraudulent Activity**") of the Terms and Conditions; and
- (e) The Syndication Affiliate's acknowledgement that ucfunnel may terminate Publisher's ability to sublicense to Affiliate on 24 hours' notice, for any reason or no reason.

Publisher and the Syndication Affiliate will not modify their agreement as it pertains to ucfunnel without ucfunnel's prior written consent. Publisher will require the Syndication Affiliate to sign a written letter acknowledging each term above and will provide a copy of the letter to ucfunnel before ucfunnel's approval of the Syndication Affiliate will take effect.

### 4. **Publisher's Additional Obligations.**

- (a) Unless ucfunnel consents in writing, Publisher will not permit Syndication Affiliates to use Advertising and Licensed Tool. If ucfunnel agrees to allow an Affiliate to use Advertising and Licensed Tool, Publisher will require the Syndication Affiliate to meet all of Publisher's obligations under this Agreement with respect to the use and/or display of Advertising and Licensed Tool.
- (b) Publisher will ensure that Advertising and Licensed Tool are not provided to any entity other than the Syndication Affiliate that owns the Syndicated Site, and are not sublicensed or distributed beyond the Syndicated Site.
- (c) Publisher will ensure that the Syndication Affiliate complies with the provisions of its agreement with Publisher and with this Agreement. For clarity, the parties agree that all of ucfunnel's rights and Publisher's obligations under this Agreement apply to Syndicated Sites.

- (d) Publisher will maintain the technical ability to immediately suspend its provision of Advertising and Licensed Tool for individual Syndication Affiliates and individual Syndicated Sites.
- (e) Publisher will provide ucfunnel with a list of Internet Protocol addresses of its own servers and Syndication Affiliates' servers used to send Queries to ucfunnel ("Recognized Servers") and promptly notify ucfunnel in writing of any changes or additions to such list. ucfunnel will have no obligation to make payment to Publisher with respect to Queries from servers that are not Recognized Servers.
- (f) Publisher will provide ucfunnel with a written report of all current Syndication Affiliates and Syndicated Sites upon ucfunnel's request.
- (g) Publisher will implement separate source feed indicators for each Syndication Affiliate and each implementation prior to launch of services, in addition to any other source feed indicators required by ucfunnel during the Term.
- (h) Publisher will immediately notify ucfunnel of any Affiliate's failure to comply with any of the requirements in this Syndication Attachment and immediately terminate any Syndication Affiliate that sublicenses or distributes any Licensed Tool beyond the Syndicated Sites.

**5. Compensation.**

- (a) Gross Revenue generated by Syndicated Sites will be treated in the same manner as the other Gross Revenue earned under this Agreement. ucfunnel will make no compensation directly to any Syndication Affiliate and will have no responsibility for Publisher's pricing or payment to Syndication Affiliates.
- (b) Publisher's or Syndication Affiliate's violation of any requirements in this Syndication Attachment (including requirements incorporated by reference) shall result in a charge of 2% of the Gross Revenue generated through the Syndicated Sites per violation for each month in which Publisher or the Syndication Affiliate is not compliant, which fee helps to cover ucfunnel's costs in monitoring and administering its sublicensing policies. ucfunnel may deduct this charge from its payment(s) to Publisher. This charge shall be in addition to any other remedy available to ucfunnel under this Agreement or at law.
- (c) If Publisher generates any revenue while Publisher or a Syndication Affiliate is in violation of any requirement of this Syndication Attachment, ucfunnel reserves the right to exclude the revenue attributable to such violation from its calculation of any amounts owed to Publisher.

**6. No Restrictions.** Nothing in this Agreement will prevent ucfunnel from marketing or providing any product or service directly or indirectly to any prospective or approved Syndication Affiliate.

**7. Audit.** ucfunnel may audit Publisher for compliance with this Syndication Attachment once in each 6 month period during the Term and once during the 90 day period following expiration or termination of this Agreement. Each audit will apply to the prior 6 months. The audit may be conducted by ucfunnel or by an independent third party auditor reasonably acceptable to Publisher, at ucfunnel's own expense. The audit will be conducted at a mutually agreed time during normal business hours. The third party auditor will be bound to confidentiality obligations substantially similar to the confidentiality obligations in this Agreement, and the results of the audit and all information reviewed during such audit will be deemed Publisher's confidential information. The auditor may review only those records that are reasonably necessary to determine Publisher's compliance with this Syndication Attachment.

**8. Suspension and Termination.**

- (a) If a Syndication Affiliate or Publisher, with respect to that specific Syndication Affiliate, fails to comply with any requirement hereunder, ucfunnel may do one or more of the following:
  - (i) Suspend provision of Advertising to the Syndication Affiliate until the Syndication Affiliate becomes compliant;
  - (ii) Suspend provision of some or all Licensed Tool to Publisher until the Syndication Affiliate becomes compliant or is terminated by Publisher; and/or
  - (iii) Terminate the Syndication Affiliate's approved status immediately upon notice without any cure period.
- (b) ucfunnel may terminate Publisher's Syndication Right, subject to a 24 hour cure period, if Publisher or a Syndication Affiliate fails to comply with any requirement hereunder; provided that, if there has (i) been a previous instance of non-compliance by any Syndication Affiliate or by Publisher or (ii) if Licensed Tool are provided, sublicensed or distributed to any rejected or terminated Syndication Affiliates or Syndicated Sites, then ucfunnel may terminate Publisher's Syndication Right without any cure period. In addition, ucfunnel may suspend Publisher's Syndication Right in the event of any noncompliance with any requirement hereunder.
- (c) ucfunnel may terminate this Agreement, subject to a 24 hour cure period, if Publisher or an Affiliate fails to comply with any requirement hereunder; provided that, if (i) there have been 2 previous instances of non-compliance by any Syndication Affiliate, or (ii) there has been a previous instance of non-compliance by Publisher, then ucfunnel may terminate this Agreement without any cure period.

- (d) In addition to the foregoing, ucfunnel may terminate the approved status of any Syndication Affiliate and/or any or all Syndicated Site(s) for any or no reason, on 24 hours' notice to Publisher. Within 24 hours of receiving such notice, Publisher will stop sending ucfunnel any ad call from the Syndication Affiliate and/or Syndicated Site(s).

9. **Indemnity.**

- (a) Claims by Syndication Affiliates against Publisher will not constitute third party claims covered by ucfunnel's indemnity obligations in Section 8.2 of the Terms and Conditions.

- (b) Without limiting Publisher's other indemnification obligations under this Agreement, Publisher will (i) indemnify, defend and/or settle, and pay damages awarded pursuant to, any third party claim brought against ucfunnel, any ucfunnel Related Party and any Advertiser, arising out of or related to any Syndicated Site and/or any Syndication Affiliate; and (ii) reimburse ucfunnel for any reasonable payment made to its Advertisers in settlement of costs, attorneys fees and damages incurred by such Advertisers in connection with bona fide, non-frivolous investigations or claims against such Advertisers, resulting from any Syndicated Site or the actions or inactions of any Syndication Affiliate, even if no formal claim has been brought against ucfunnel or its Advertisers or tendered pursuant to the procedure set forth above. The limitation of liability described in Section 11 (Limitation of Liability) of the Terms and Conditions shall not apply to any amounts owed by Publisher under this Section.

- 10. **Misc.** In the event of a conflict between the terms of this Syndication Attachment and any other provision of the Agreement, the terms of this Syndication Attachment will govern as to the sublicensing of Advertising.