

Service Terms and Conditions and Seller Program Guidelines

Revision Date: 9/14/2015. This version supersedes any and all previous agreements, IOs, terms, or contracts executed by us and you.

Business Terms Overview*

- Payment Term:** NET30 based on Social Reality's reporting. On or around the 5th of each month in the reporting portal a field marked "Last Month Finalized" reflects the full payable amount for previous month's activities. An automated report will also be sent on or around the 5th of each month reflecting the same.
- Business Terms:** Revenue share 70/30 unless otherwise agreed terms have been confirmed in writing (email is suitable). If a floor is requested, minimum publisher payable eCPM will be at floor. Anything above minimum floor will be 70/30 revenue share.
- Governance:** If an Insertion Order or other documentation is executed to address specific modified business terms, these Terms and Conditions supersede all terms in those additional documents, and documents only represent modified business terms.
- Execution:** Your use of the Service binds both parties to the obligations of this Agreement and signature is not required.

(*The foregoing summary is merely that, a summary. To the extent that there is any variation between this summary and the body of this Agreement in the language, or interpretation based upon the language, the foregoing summary does not control.)

Terms & Conditions

Social Reality, Inc. ("we" or "us" or "our") operates the platform and service my.srax.com, the mobile and touch versions and any other sites or services we have now or in the future. The website, the mobile and touch versions, and links contained within or otherwise available through external hyperlinks, or the mobile and touch versions will be collectively referred to as the "Platform" in these Terms of Use. By using the Platform or our services through the Platform, you agree to these Terms of Use, our Privacy Statement(s) (any and all of which are incorporated herein by this reference), and any additional terms applicable to certain programs in which you may elect to participate, as any of the same may exist from time to time (collectively, the "Terms of Use" or "Agreement").

If you do not agree to the terms of this Agreement, immediately stop accessing the Platform, do not use the Platform, and do not conduct any transaction utilizing the Platform.

1. Service

This is a service for managing multiple monetization sources of online advertising (the “Ad” or “Ads”) which may include but is not limited to, display, video and mobile advertising inventory (the “Service”). In the Service, advertisers and ad networks are considered "Buyers," and publishers and publisher networks are considered "Sellers" or, if used singularly, “Seller.” This Agreement applies to Sellers when offering inventory through services and technologies available through the Service user interface. All Buyers and Sellers utilizing the Service are required to adhere to the following policies. We are merely acting as an intermediary and are not responsible or liable in any manner for any Ads or any content or functionality contained in any Ads.

2. Account

To access and use the Service, Sellers must establish an online account by completing our online registration process (the "Account"). Sellers must provide us with accurate and complete information, including contact and payment information, Tax ID, as well as information regarding the site content as defined below. Each Seller will keep its Account information up to date by promptly notifying us of any changes in Account information. Account access is provided on a password-protected basis. Each Seller will be solely responsible for keeping its Account password confidential and for all use of its password and Account, including any unauthorized use.

Each Seller must provide accurate domain information in its calls to the Service. We will not process ad requests with domain information that is inaccurate, and as a result, a blank ad may appear. Each Seller must provide us with a list of URL’s to be used for the Service. Each URL must be registered and, prior to being used, each must be approved by us, unless a Run of Network (RON) set up is agreed to in writing. Seller is responsible for the accuracy of the URL information provided in connection with Seller’s use of the Service. We have the right to reject or disapprove any URL at any time at our discretion. If a Seller uses or sends traffic from an unregistered and/or disapproved URL, that Seller's account may be suspended. Each Seller is responsible for all ad serving fees associated with traffic from such unregistered and/or disapproved URLs.

We use a cookie to serve Ads to sites participating in the Service. Certain third parties may also use cookies to serve Ads to sites participating in the Service. We may use and disclose any data derived from Seller's use of the Service, subject to our Terms of Use, the terms of our privacy policy, any other of our terms, and any applicable laws.

3. Business Terms

For each Ad sold through the Service, and subject to the terms set forth in this Agreement, and unless subject to a separate written agreement between a Seller and Social Reality, Inc. regarding compensation, Sellers are entitled to compensation equal to seventy percent (70%) of the revenue generated from such Ad. To the extent that revenue is reported in the reporting portal provided by the Service, such reports are merely the estimated net sum due to the Seller. A finalized and confirmed monthly report is provided on or around the 5th of each month for the previous month. Finalized reported revenue is the only revenue due and payable to each Seller, subject to the terms set forth in this Agreement.

Payment is made pursuant to the terms of this Agreement on the thirtieth (30th) day after the end of the month in which the revenue is generated, provided all other terms and conditions are met by the Seller.

Sellers must have a minimum balance of \$100.00 in their Service account at the end of a given month to receive payment from us. Account balances under \$100.00 will roll over into the following month.

4. Authentic User Engagement

Clicks on Ads must result from genuine user interest. Any method that artificially generates clicks or impressions on Ads is strictly prohibited. Just in case anyone is the least bit confused by the absolute prohibition of this conduct, these prohibited methods include, but are not limited to, repeated manual clicks or impressions, automated click and impression generating tools, the use of robots or deceptive software, and Sellers who click on their own Ads for any reason. Sellers may not allow their sites displaying Ads to use third-party services that generate clicks or impressions such as paid-to-click, paid-to-surf, autosurf, and click-exchange programs; or be promoted through communications or emails that violate the CAN-SPAM Act of 2003 and any other relevant privacy or commercial email laws; or be loaded by any software that can trigger pop-ups, redirect users to unwanted websites, modify browser settings, or otherwise interfere with site navigation; or receive traffic from online advertising unless users are able to easily find what an ad promises.

Sellers may not compensate users for viewing Ads or promise compensation to a third party for such behavior; or encourage users to click the Ads using phrases such as "click the ads," "support us," "visit these links," or other similar language; or direct user attention to the Ads using arrows or other graphical gimmicks; or place misleading images alongside individual Ads; or place Ads in a floating box script; or format Ads so that they become indistinguishable from other content on that page; or format site content

so that it is difficult to distinguish it from Ads; or place misleading labels above ad units. For purpose of clarification only, Ads may be labeled "Sponsored Links" or "Advertisements," but not "Favorite Sites" or "Today's Top Offers".

5. Fraud Penalty

In most circumstances of fraud and invalid activity, substantial revenue chargebacks are applied to us from our demand partners and make goods may be required by our advertisers ("Chargebacks"). Each Seller is fully responsible for Chargebacks resulting from the Seller's violation of any term of this Agreement, and any such Chargeback will be applied to the Seller's account balance. If the sum of any Chargebacks exceeds the Seller's account balance, then the Seller is responsible to pay the remaining balance to us within ten (10) days of receipt of an invoice from us for such purpose.

If a Seller is deemed to have fraudulent or invalid activity resulting in an account or site suspension, and/or if a Seller is disapproved by any demand partner for any type of fraud Seller's account may be suspended or terminated and revenue generated from the fraudulent activity may be withheld. The Seller is fully responsible for the quality of inventory sold through the Service.

Social Reality is not obligated to provide proof, documented or otherwise, to a Seller of fraud, invalid activity. Social Reality will, at times, provide proof of chargeback, clawback, or nonpayment, though Social Reality is not obligated to do this. Social Reality will make commercial reasonable efforts to provide any relevant data it poses regarding invalid activity and Chargebacks. Social Reality has full authority in this matter.

Inventory quality is first priority and having a clean and trusted marketplace ensures better prices and ad fill rates in the long term. Social Reality takes quality very seriously and is actively engaged in assessment and review of all inventory it manages. Social Reality utilizes a variety of different tools to review and assess inventory during the on boarding process and once an account is live. Some of these tools are services and technologies from third parties, including, but not limited to Pixalate, Integral Ad Science, Double Verify, Moat, platform blacklists, and feedback from demand partners. It is the Seller's full responsibility to ensure traffic meets a high standard of quality.

6. Integration

Seller acknowledges that the Service may require that certain tags, scripts, code, instructions, links, pixels, modules or other tracking technology that allows us to measure Ad performance and provide the Service ("Tags"). Seller agrees to cooperate with us to incorporate such Tags into the Sites, directly or through an ad server or SPP, as determined by us and to address any other technical issues that may arise relating to the integration of the Service into the Sites. Seller understands that such Tags must remain

on the Sites at all times and will not attempt in any way to remove, disable, modify, conceal, or otherwise interfere with the Tags.

We may store and manage the inventory of the Ads available for insertion into the Sites and may select the Ads to be delivered to the Sites from such inventory available from time-to-time. Ads eligible for delivery to Sites will be based on the relevancy and priority criteria established by us within the platform and/or as designated by Seller for each Site. Each Seller is solely responsible for monitoring its Sites to determine if any Ads were not properly filtered. We will have sole discretion to: (a) identify, select and manage relationships with Ad providers; (b) determine the terms under which Ads are distributed and marketed, including, without limitation, the duration for which each Ad will be distributed and the format in which any particular Ad will be distributed; (c) establish price schedules and other terms and conditions and the business models applicable to the distribution of Ads by us, and (d) take all actions relating to the foregoing.

Sellers will provide such information as reasonably required by us from time to time for traffic tracking and fraud detection. Sellers will provide this information at the time a request is sent from us. The parties will cooperate in a commercially reasonable manner to minimize automated or fraudulent traffic, provided, we shall determine the validity of all traffic in our sole discretion.

7. Content Standards

Websites and other properties, including but not limited to mobile applications, may not contain pornographic, adult, or mature content, violent content, content related to racial intolerance or advocacy against any individual, group, or organization, excessive profanity, hacking or cracking content, online gambling or online casino-related content, illicit drugs and drug paraphernalia content, sale of alcohol, sale of marijuana, sale of tobacco or tobacco-related products, sale of prescription drugs, sale of weapons including firearms, firearm components, fighting knives, stun guns, sale of ammunition, sale of products that are replicas or imitations of designer goods, sale or distribution of pre-written term papers or student essays, content regarding programs that compensate users for clicking on ads or offers, or for performing searches, or for surfing websites, or for reading emails, and any other content that is illegal, promotes illegal activity, or infringes on the legal rights of others.

Sellers may not display Ads with content protected by copyright law on webpages unless they have the necessary legal rights to display that content.

Ad code may not be displayed in pop-ups, pop-unders, expanding buttons, animation or other similar methods; obscured by elements on a page; placed on any non-content-based page; placed on pages published specifically for the purpose of showing ads; integrated

into a native software application of any kind; integrated into toolbars; placed on pages with logos, trademarks, or other brand features used in a manner designed to cause confusion as to origin; placed on, within, or alongside other products or services in a manner that violates the policies of that product or service; or placed in email programs or in emails, including but not limited to email newsletters.

Sites displaying Ads must not be specifically designed to be more difficult than normal for a user to navigate. Sites may not change user preferences or initiate downloads without the user's explicit consent. In addition, sites may not redirect users to unwanted websites, include malware, or contain pop-ups or pop-unders that interfere with site navigation.

8. Privacy

Sellers will not pass any information to us that we could use or recognize as personally identifiable information ("PII"), including without limitation through ad tags or cookies. Sellers will not pass any information to us that is generally accepted as "sensitive" pursuant to Internet advertising industry guidelines (e.g., the self-regulatory principles/code of conduct of the Network Advertising Initiative) or policies or applicable law, rule or regulation.

If Seller has chosen to offer advertising inventory that uses a re-marketing list ("User List") of any advertising cookies associated with a User ("User Cookie"), Seller must provide notice in accordance with advertising industry guidelines, such as the Interactive Advertising Bureau, and self-regulatory principles, such as the Network Advertising Initiative, on any page featuring such inventory.

Seller must have all rights necessary to create or otherwise obtain, migrate, and use User Lists on the Service.

Seller must not use User Lists to select or target advertisements, or collect or use audience data, including without limitation User Lists based on: past or current activity by users known by Seller to be under the age of 13 years; past or current activity by users on adult or gambling sites, government agency sites, or sites directed at children under the age of 13 years; or other inferred or actual sensitive information, including, without limitation, health or medical history or information, financial status or other detailed information pertaining to a person's finances, racial or ethnic origins, religious beliefs or other beliefs of a similar nature, the commission or alleged commission of any crime, political opinions or beliefs, trade union membership, or sexual behavior or orientation.

9. As Is Service

Services may include beta features. Beta features may have unforeseen issues and are provided "As Is." Any use of beta features will be solely at Seller's own risk. We are not obligated to provide support for beta features. We may cease providing beta features as part of any services.

Each Seller understands and agrees that from time to time the Services may be inaccessible, unavailable or inoperable for any reason, including, without limitation: (a) equipment malfunctions; (b) periodic maintenance procedures or repairs which we may undertake from time to time; or (c) causes beyond our control, 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 we will attempt to provide the Services on a continuous basis, Seller acknowledges and agrees that we have no control over and do not guarantee the availability of the Services on a continuous or uninterrupted basis. Seller also understands and agrees that we are not responsible for the functionality of any third-party website or interface. Failure to deliver because of technical difficulties does not represent a failure to meet the delivery obligations of this Agreement.

ALL SERVICES PROVIDED BY US ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTIES ARISING BY TRADE USAGE OR COURSE OF DEALING OR PERFORMANCE, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS, EXPRESS, IMPLIED, ORAL, WRITTEN, OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH HEREIN.

IN NO EVENT WILL WE HAVE ANY LIABILITY OR RESPONSIBILITY TO THE OTHER PARTY FOR ANY LOST DATA, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, THE ADS, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER BASED ON TORT (INCLUDING NEGLIGENCE) OR BREACH OF CONTRACT CLAIMS OR ON ANY OTHER BASIS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED DIRECT DAMAGES IN EXCESS OF THE

AMOUNTS PAID BY US TO SELLER DURING THE TWO (2) MONTHS PRIOR TO THE EVENTS GIVING RISE TO THE LIABILITY OR \$100.00 DOLLARS, WHICHEVER IS LESS.

10. General

Nothing in this Agreement shall confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to this Agreement and their respective successors and assigns, nor shall anything in this Agreement relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against us.

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require.

In the event any claim is made by any party to this Agreement relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular party.

This Agreement constitutes the complete and exclusive statement of agreement between the parties and sets forth the entire understanding between the parties with respect to the subject matter thereof, and replaces and supersedes all prior written and oral agreements or statements by and among the parties. No representation, statement, condition or warranty not contained in this Agreement will be binding on the parties or have any force or effect whatsoever. No modification, amendment, waiver, termination or discharge of this Agreement or any provisions thereof shall be binding upon either party unless confirmed by a written instrument confirmed by an authorized representative of Social Reality, except for any updated version of this Agreement which will become binding upon the parties upon being posted by us. No waiver of any provision of, or default under this Agreement shall affect either party's rights thereafter to enforce such provision or to exercise any right or remedy in the event of any other default whether or not similar.

Each individual party to this Agreement is over eighteen (18) years of age, and each non-individual party to this agreement has the approval required to enter into this Agreement. Each party to this Agreement has retained thoroughly experienced and knowledgeable attorneys to advise and counsel such party with regard to this Agreement prior to such party accepting the terms of this Agreement and such party has no questions regarding the application or meaning of any term or provision of this Agreement and such party is completely satisfied, through negotiation, that all of the provisions and terms of this Agreement meet with such party's approval.

If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

The performance and enforcement of this Agreement shall be construed under and governed by the laws of the State of California without respect for the principle of conflicts of laws. The California Superior Court for the County of Los Angeles shall have sole and exclusive jurisdiction, sitting without a jury, to hear and determine any dispute arising because of this Agreement.

Each party will indemnify, defend and hold each other and its officers, directors, employees, agents, affiliates and subsidiaries harmless from and against any third party claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and costs). Each party, in its capacity as the indemnifying party, will not enter into any settlement that affects our rights or interest without our prior written approval.

The term of this Agreement (the "Term") will commence on the date on which Seller opened its account pursuant to this Agreement and continue for one (1) year or until terminated as provided herein. If we believe in good faith that Seller or any content displayed on any of the Sites has violated any provisions or representations in this Agreement, we may suspend Services to Seller in our sole discretion. Either party may terminate this Agreement with or without cause effective upon thirty (30) days' prior written notice (email is acceptable) to the other party; however termination will not be effective until all Ads scheduled to be delivered to Seller's inventory through the Services have been delivered. Upon termination of this Agreement for any reason all licenses and rights of access granted hereunder will immediately terminate. Termination of this Agreement will not relieve the Seller of any obligation accruing prior to such expiration or termination. The rights and duties of indemnification will survive the termination or expiration of this Agreement.

Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, provided that, notwithstanding the foregoing, we may assign this Agreement (i) pursuant to a merger or a sale of all or substantially all of our assets or capital stock; or (ii) to any successor or assignee of all or

substantially all of our business. Except as permitted by the foregoing, any attempted assignment or delegation will be null, void and of no effect. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

Your use of the Service binds both parties to the obligations of this Agreement and signature is not required.