

CREATIVE REQUEST FORM

Advertiser accepts and acknowledges that purchasing the “AudioGO” Creative Services package and accepting the audio advertisement(s) (the “Audio Clips”), as specified on this Creative Request Form (the “Form”, which are produced on behalf of Advertiser, requires the Advertiser to read and agree to the Creative Services License Terms (the “Terms”) below.

CREATIVE SERVICES LICENSE TERMS

This License Agreement (the "Agreement") is entered into by and between AdsWizz Inc., a Delaware corporation with its principal place of business at 487-A S El Camino Real, San Mateo, Ca 94402 ("AdsWizz"), and Advertiser (hereinafter referred to as "Advertiser" or "Licensee"), and is made effective as of the date of delivery of the first Audio Clips(s) by AdsWizz to Advertiser (the "Effective Date").

Recitals

Whereas, AdsWizz is providing audio advertisement(s) (the "Audio Clip(s)") in connection with an advertising campaign;

Whereas, Licensee will be accepting this license to use such Audio Clip(s) in advertising campaigns to be run on designated AdsWizz's inventory, which are digital streaming audio platforms as specified herein; and

Whereas, AdsWizz has agreed to allow Licensee to use the Audio Clip(s) pursuant to the terms and conditions set forth herein.

Now therefore, in mutual consideration of the covenants and promises set forth herein, the parties, each intending to be legally bound, hereby agree as follows:

Terms & Conditions

- Grant of Rights; Distribution Channel(s); Term.** Subject to (i) Licensee's compliance with the terms of this Agreement; (ii) the Licensee's spend commitment of at least Two Hundred and Fifty U.S. Dollars (\$250) to advertising spend within the Term; and (iii) the corresponding advertising campaign(s) using such Audio Clip(s) totaling an aggregate amount of no more than Twenty-Five Thousand U.S. Dollars (\$25,000) (the "Usage Limit"), AdsWizz hereby grants Licensee a limited non-sublicensable (except to the Distribution Channel, as applicable), non-resalable license to publicly perform, use, and otherwise exploit the Audio Clip(s) to run solely in/on AudioGO's digital audio streaming platform (the "Distribution Channel") in the Territory during the Term only (any extensions of the Term shall be approved by AdsWizz and may be subject to additional payment). AdsWizz retains all rights and title in and to the Audio Clip(s) not expressly granted to Licensee herein. For the purposes of this license grant, (i) "Territory" shall mean the United States of America and its recognized territories and possessions; and (ii) "Term" shall mean a duration of twelve (12) months following the Effective Date.
- Payment.** Any payment that is due to AdsWizz by Licensee for, including but not limited to, the Audio Clip, shall be the non-refundable and in the amount (in U.S. Dollars) as specified on the Form. Payment to AdsWizz is due upon the Effective Date of this Agreement (i.e., due upon receipt), but in all cases no later than thirty (30) days following the Effective Date of this Agreement. Late payments that are not disputed in good faith bear interest at the rate of 1.5% per month, or the highest rate permitted by law, if less. Charges are exclusive of taxes. In the event that Licensee's use of Audio Clip(s) exceeds the Usage Limit set

forth herein, Licensee shall pay an additional payment to AdsWizz in an amount as determined by AdsWizz.

If Advertiser pays with a credit or other payment card, it will be required to provide AdsWizz's third-party payment processor with a valid payment card number and associated payment information verifying Advertiser is authorization to use such payment. By submitting that information to the third-party payment processor, Advertiser authorizes AdsWizz and or the payment processor to charge the card or other payment method for the charges incurred for the Audio Clip. The third party payment processor may run one or more payment card authorization checks on Advertiser's card before it is charged. Company authorizes the third-party payment processor to store Advertiser's payment card information and, if needed, to continue billing the card until the order for the Audio Clip has been fulfilled. If AdsWizz does not receive payment from Advertiser's credit card or other payment card issuer or their agents, Advertiser remains obligated and agrees to pay all amounts due upon request from AdsWizz or its agents.

3. Revisions Prior to Licensee's Acceptance of Final Version of Audio Clip(s). Prior to accepting the final version of the Audio Clip(s) pursuant to the terms herein, Licensee may offer feedback to AdsWizz within a reasonable timeframe, and Licensee have the opportunity for one (1) round of revisions. Licensee's requests for additional rounds of revisions may be subject to additional payment.
4. Modification. Licensee may use the Audio Clip(s) solely in the form provided to it by AdsWizz. Licensee may not modify or change the Audio Clip(s) in any manner or create derivative works incorporating Audio Clip(s) without prior written approval from an authorized representative of AdsWizz (email approval is sufficient). Licensee shall not use the Audio Clip(s) for any purpose that is unlawful or otherwise prohibited by the terms of this Agreement.
5. Representations and Warranties. Each party represents and warrants that (a) it has the full corporate right, power, and authority to enter into this Agreement, and to perform the acts required by such party hereunder; and (b) this Agreement will constitute a legal, valid and binding obligation to which the parties will be bound, enforceable against either party in accordance with its terms. AdsWizz further represents and warrants that it has the full right and authority to grant the rights set forth herein. Licensee further represents and warrants that its performance, use, and exploitation of the Audio Clip(s) will not infringe the rights of any third party, nor will Licensee perform, use, or exploit the Audio Clip(s) in any way other than as expressly permitted herein.
6. Indemnification. Each party shall indemnify, defend, hold harmless, and pay (an "Indemnifying Party") the other party (the "Indemnified Party") for any losses, damages, awards, penalties, or injuries incurred by any third party, including reasonable outside attorneys' fees (collectively, "Losses"), which arise from claims asserting any breach of such Indemnifying Party's representation and warranties made under this Agreement, provided that the Indemnifying Party is notified promptly of any such claims. The Indemnifying Party shall have the sole right to defend such claims at its own expense. The Indemnified Party shall provide, at the Indemnifying Party's sole expense, such assistance in investigating and defending such claims as the Indemnifying Party may reasonably request. This indemnity shall survive termination of this Agreement.
7. Expiration/Termination. This Agreement shall remain in effect until the end of the Term unless earlier terminated by either party upon fifteen (15) days written notice to the other party. An early termination by Licensee will not entitle Licensee to any refund(s) of any payments paid by Licensee to AdsWizz.

Upon expiration or termination of this Agreement, Licensee shall cease its performance, use, and exploitation of the Audio Clip(s) as soon as commercially feasible, but in no event shall such performance, use, or exploitation extend beyond thirty (30) days following the date of termination of this Agreement.

Termination of this Agreement shall not extinguish AdsWizz or Licensee's obligations under this Agreement, including without limitation, each party's indemnification obligations.

8. Disclaimer of Warranties. Except as otherwise provided expressly herein, neither party makes any warranties with respect to the use, sale, or other transfer of the Audio Clip(s) by the other party or by any third party. Licensee accepts the Audio Clip(s) "AS IS." In no event will AdsWizz be liable for indirect, special, incidental, or consequential damages that are in any way related to the Audio Clip(s). AdsWizz's total aggregate liability under this Agreement shall not exceed the amount paid by Licensee for the Audio Clip(s) as set forth above.
9. Confidentiality. Each party (a "Receiving Party") shall keep confidential and not disclose or use except in performance of its obligations under this Agreement, all non-public, confidential or proprietary information, trade secrets, or know-how related to the other party's (a "Disclosing Party") technology or business which is disclosed pursuant to this Agreement and is either designated as proprietary and/or confidential, or by the nature of the circumstances surrounding disclosure, should reasonably be understood to be confidential ("Confidential Information"). Each party shall use reasonable precautions to protect the other's Confidential Information and employ at least those precautions that such party employs to protect its own confidential or proprietary information, but in no case less than reasonable care. Except as otherwise provided for herein, neither party shall disclose the terms of this Agreement to any third party without the prior written consent of the other party.

The Receiving Party, with prior written notice to the Disclosing Party, may disclose such Confidential Information to the minimum extent possible that is required to be disclosed to a governmental entity or agency in connection with seeking any governmental or regulatory approval, or pursuant to the lawful requirement or request of a governmental entity or agency (including a court order or subpoena), provided that reasonable measures are taken to guard against further disclosure, including without limitation, seeking appropriate confidential treatment or a protective order, or assisting the other party to do so. Either party may reveal the contents of this Agreement to auditors or other professionals with a need to know in connection with such parties' efforts to obtain financing, comply with legal or regulatory requirements, or negotiate a merger, acquisition, or sale of substantially all the assets of such party's business. Any disclosure of the contents of this Agreement to auditors or other professionals shall only be made pursuant to an appropriate confidentiality agreement.

10. Assignment. This Agreement shall be binding on any successors of the parties. Licensee may not assign its rights or interests in this Agreement to any other party without prior written consent from AdsWizz.
11. Amendments. This Agreement may be modified or amended only if such modification or amendment is in writing, is intended to specifically modify or amend this Agreement, and is signed by authorized representatives of both parties.
12. Applicable Law. This Agreement, and all claims relating to or arising hereof, or the breach thereof, whether sounding in contract, tort, or otherwise shall be governed and construed in accordance with the laws of California, excluding that State's choice-of-law principles.
13. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether written or oral. This Agreement supersedes any prior or contemporaneous written or oral agreements between the parties regarding the subject matter hereof.
14. Notice. The notice e-mail addresses of each party hereto as set forth in the Form shall be the appropriate address for the receipt of notices, if any. Except as otherwise provided for herein, all notices shall be sent via electronic mail (with a read receipt) and shall not be deemed received or effective unless and until

actually received with a read receipt. Either party may change their mailing address by providing written notice to the other party.

15. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would be valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
16. Waiver. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.