

SHORT FORM AUDIOMATIC BUYER TERMS AND CONDITIONS

1. DEFINITIONS.

1.1 “**Advertisement**” means an audio, video, banner, rich media, or other advertisement in a format that is supported by AudioMatic.

1.2 “**AdsWizz Materials**” shall have the meaning as specified in Section 6.

1.3 “**AdWave**” means AdsWizz’s global audio advertising marketplace through which Publishers may choose to make some of or all of their advertising inventory on their Properties available on a “blind basis”.

1.4 “**Affiliate**” as to an entity, means another entity that, directly or indirectly, controls, is controlled by or is under common control with such entity, where “control” means ownership of more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of such entity.

1.5 “**Auction**” is the process through which bids are solicited from buyers, validated, and the winning bid is selected according to criteria specified by a Valid Publisher.

1.6 “**AudioMatic**” means the buying tool hosted and made available to advertisers, ad agencies, agency trading desks, and ad networks to enable them through a user interface and to buy and manage Advertisements in Valid Publisher’s inventory.

1.7 “**Bid**” means the CPM at which the Company commits to purchase the Inventory (excluding any fees or sales commissions it has retained according to any agreement with the Publisher), and shall include at minimum: price, advertising category, and advertiser URL, in addition to any additional details AdsWizz or a Publisher requires for such Bid.

1.8 “**Confidential Information**” shall have the meaning as specified in Section 10.

1.9 “**Connector**” means an integration with AudioMatic that allows Company to receive bid requests, submit bids, transmit creative for Advertisements, and receive reporting related to Advertisements delivered in Inventory.

1.10 “**CPM**” means the cost per thousand Advertisement impressions.

1.11 “**Intellectual Property Rights**” means all forms of proprietary rights, titles, interests, and ownership relating to patents, copyrights, trademarks, trade dresses, trade secrets, know-how, mask works, *droit moral* (moral rights), and all similar rights of every type that may exist now or in the future in any jurisdiction, including without limitation, all applications and registrations therefore and rights to apply for any of the foregoing.

1.12 “**Inventory**” means Advertisement inventory contained within a Property.

1.13 “**Net Bid**” shall have the meaning as specified in Section 4.1.

1.14 “**Platform Availability**” shall have the meaning as specified in Section 2.5.

1.15 “**Policies**” means, collectively, all applicable written (which includes both printed and electronic) rules, requirements, technical standards, and policies of AdsWizz, Valid Publishers, and other third parties that are set forth in the AudioMatic user interface or that are otherwise provided by AdsWizz to Company, as may be modified from time to time.

1.16 “**Property**” means a web site, mobile application, or other online service that is owned, operated, or represented by a Publisher.

1.17 “**Publisher**” means a person or company, as a network or station, or a third party that has the right to represent such network or station, that wants to accept Advertisements on its web site, mobile application, or other online service.

1.18 “**Valid Publisher**” means (i) a Publisher that has been approved by AdsWizz to accept bids on Inventory made available by such Publisher through a Connector, according to terms that may be specified in a separate agreement between Company and such Publisher; or (ii) AdWave.

2. USE OF THE PLATFORM.

2.1 Access. Subject to compliance with all Terms of this Agreement, AdsWizz grants to Company during the Term a limited, non-exclusive, and non-transferable license (without the right to grant sublicense) to access and use AudioMatic and Company shall have the right during the Term to access and use AudioMatic for purposes of receiving bid requests from a Publisher, and for submitting bids, transmitting creative for Advertisements, and receiving reporting related to Advertisements delivered in the Inventory, solely in the manner enabled by AdsWizz and in accordance with all applicable Policies. For avoidance of any doubt, Company may only connect to a Publisher that has been designated as a Valid Publisher. AdsWizz reserves the right to modify and update the features and functionality of AudioMatic from time to time. Company is solely responsible for ensuring that all information included in Bids it transmits through AudioMatic is accurate and complete. Company shall be responsible for the acts of any person accessing AudioMatic through its account. Without limiting the foregoing, Company is solely responsible for ensuring that its configuration and use of AudioMatic is consistent with its contractual obligations to the respective Publisher. Company agrees to use AudioMatic in compliance with all applicable laws, rules and regulations. Company agrees not to launch commercial use of a Connector with any Publisher’s Property prior to successfully completing AdsWizz’s testing and validation process for each such Publisher Property.

2.2 Restrictions. Company acknowledges that use of AudioMatic is provided for Company’s benefit only, and agrees not to permit any third party to access or use AudioMatic in connection with any web site, mobile property or other online service other than the Properties of a Valid Publisher. Company agrees not to attempt to, not to allow any third party to, and not to: (i) copy, distribute, rent, lease, lend, sublicense, transfer or make AudioMatic available to any third party or use AudioMatic on a service bureau basis; (ii) decompile, reverse engineer, or disassemble AudioMatic; (iii) create derivative works based on AudioMatic; or (iv) modify, remove, or obscure any copyright, trademark, patent or other notices or legends that appear in AudioMatic or during the use and operation thereof.

2.3 Suspension/Termination. AdsWizz may suspend Company’s access to, or use of, AudioMatic or a Connector (or all Connectors, if necessary) if: (i) in the sole discretion of AdsWizz, such action is necessary to prevent errors or harm to any system or network, or to limit AdsWizz’s liability; (ii) Company attempts to access or use AudioMatic or a Connector in an unauthorized manner, including without limitation any attempt to gain access to the accounts of other AdsWizz customers or use in connection with Properties that infringe third party Intellectual Property Rights, (iii) a Publisher requests that AdsWizz suspend Company’s access, (iv) a Publisher to which Company had a Connector discontinues its use for any reason; or (v) Company’s failure to pay the Company Payments (as defined below) within ninety (90) days’ from date of invoice.

2.4. Reporting. Company shall have access to advertiser and campaign reports in AudioMatic to the same extent as AdsWizz generally makes such reporting available in AudioMatic to its other buyers.

2.5 Availability. AdsWizz shall be responsible for operating the servers that make AudioMatic available, and shall use commercially reasonable efforts to maintain availability of the Advertisement delivery functionality of AudioMatic (and not the user interface) of at least 99.0%, calculated monthly on a per-minute basis and excluding scheduled maintenance and downtime (“**Platform Availability**”). Company acknowledges and agrees that AudioMatic may be unavailable from time to time due to (i) equipment, software or service malfunctions; (ii) maintenance and update procedures or repairs; (iii) errors or unavailability relating to a Publisher; (iv) modifications made by Company without validation confirmation; or (v) causes beyond the control of AdsWizz, including, without limitation, interruption or failure of telecommunication or digital transmission links, malicious attacks, the unavailability, operation, or inaccessibility of websites or interfaces, network congestion or other failures, and that AdsWizz shall not be liable for any unavailability caused by any of the foregoing. In the event that the Advertisement delivery functionality of AudioMatic does not meet the Platform Availability for any reason other than as set forth in the foregoing (i) through (v) for at least three (3) consecutive months, Company may, as its sole remedy and AdsWizz’s exclusive liability for unavailability of AudioMatic, terminate this Agreement upon written notice to AdsWizz.

2.6 Support. Provided that Company timely makes all payments due under this Agreement, AdsWizz shall provide support to Company in accordance with Section 13.

2.7 Data.

(a) Company agrees that AdsWizz may use and disclose any data collected in connection with the operation of AudioMatic and Company's use thereof as follows: (i) AdsWizz may use such data for purposes of providing Company with use of AudioMatic and to fulfill its obligations in connection with bids placed by Company; (ii) AdsWizz may disclose such data to its third party service providers that assist it in making AudioMatic available as is reasonably necessary for such assistance; (iii) AdsWizz may disclose such data as may be required by law or legal process; (iv) to improve AudioMatic and the AdsWizz Materials; and (v) AdsWizz may disclose such data where it is aggregated with data unrelated to Company and is not identified as relating to Company; provided that in all instances such data does not include name, address, phone number, and email address, but may include IP address, device ID, or geo-location.

(b) Company acknowledges and agrees that Company may only use any and all data collected under this Agreement solely to carry out its obligations under this Agreement.

2.8 Cookies and Beacon Data. Company represents and warrants that if it makes use of cookies and beacons in connection with Bids or Advertisements transmitted through AudioMatic, it shall (i) post on its website a clear and conspicuous privacy policy that complies with all applicable laws, rules and regulations; (ii) disclose its use of such cookies and beacons (iii) provide links on its website to <http://www.aboutads.info> and <http://www.networkadvertising.org> (or such additional or other URLs as may be specified by AdsWizz from time to time) and a statement that users can click on such link to opt-out of the use of such information. Company shall comply with such other requirements that AdsWizz may issue in writing from time to that relate to compliance with laws, rules, regulations, guidelines and industry standards relating to digital advertising.

3. MARKETING. Notwithstanding the foregoing, AdsWizz may use Company's name and logo in connection with customer lists on AdsWizz's website and other publicly distributed marketing materials.

4. THE AUCTION OF INVENTORY. On AudioMatic, bids on Inventory are requested by Valid Publishers. Bids are first validated (based on criteria set out by each such Valid Publisher or AdsWizz). Any fees, including, but not limited to, AudioMatic Fees (as defined in Form) are deducted yielding a "**Net Bid**" that is then considered for the Auction. The highest validated Net Bid will be awarded the impression, and Company will be charged as outlined in Section 5. The highest bidder will be charged the "first price bid". AdsWizz reserves the right to change to a different bid methodology in the future (e.g., second-price bid, etc.), which will become effective with thirty (30) days written notice to Company.

5. ADDITIONAL PAYMENT TERMS.

5.1 Payments to AdsWizz. Company acknowledges and agrees that all amounts due Publishers shall have been reflected in the Bid and that no additional amounts will be paid to Publishers in connection with any Advertisements delivered through AudioMatic. Company acknowledges and agrees that AdsWizz may revise such reported activity by up to ten percent (10%) based on discrepancies with any third party reports.

5.2 Payment Terms. Any amounts due AdsWizz under this Agreement not received by the date due and not disputed in good faith will be subject to a late fee of 1.5% per month, or the maximum charge permitted by law, whichever is less. In addition, in the event of any failure by Company to make payment, Company acknowledges and agrees that it will be responsible for all reasonable expenses (including collection agents or reasonable attorneys' fees) incurred by AdsWizz in collecting such amounts. Company must submit any claims or dispute with respect to any charge to Company's account in writing to AdsWizz within thirty (30) days of the receipt of the applicable invoice, otherwise such claim or dispute will be waived and such charge will be final and not subject to challenge.

5.3 Taxes. Company is responsible for paying any and all withholding, sales, value added or other taxes, duties or charges applicable to this Agreement, other than taxes based on AdsWizz's income.

6. OWNERSHIP. As between the parties, AdsWizz owns all right, title and interest (including all Intellectual Property Rights) in and to AudioMatic, and any software, technology, materials and information owned by AdsWizz prior to the

Effective Date or created, authored, developed, conceived or reduced to practice after the Effective Date (“**AdsWizz Materials**”). Nothing herein shall be construed to transfer any rights, title or ownership of any of the AdsWizz Materials to Company. Company is not required to provide any feedback or suggestions to AdsWizz. To the extent Company does provide any such ideas, feedback or suggestions, Company hereby grants to AdsWizz a perpetual, irrevocable, royalty-free, worldwide right and license to make, have made, use, sell, offer for sale, import, reproduce, modify, distribute, make derivative works and otherwise exploit such idea, feedback or suggestions, with the right to grant sublicenses.

7. TERM; TERMINATION.

7.1 Renewal. Unless specified in the Form, at the end of the Initial Term, this Agreement shall automatically renew for successive periods of twelve (12) months each unless either party gives the other party written notice of non-renewal at least ninety (90) days prior to the renewal date (such renewal periods and the Initial Term, collectively the “**Term**”).

7.2 Termination.

(a) Either party may terminate this Agreement effective immediately if the other party is in material breach of any obligation, representation or warranty hereunder and fails to cure such material breach (if capable of cure) within thirty (30) days (or ten (10) days in the event of breach of payment obligations) after receiving written notice of the breach from the non-breaching party.

(b) Either party may terminate this Agreement immediately upon written notice at any time if: (i) the other party files a petition for bankruptcy or is adjudicated as bankrupt; (ii) a petition in bankruptcy is filed against the other party and such petition is not removed or resolved within sixty (60) calendar days; (iii) the other party makes an assignment for the benefit of its creditors or an arrangement for its creditors pursuant to bankruptcy law; (iv) the other party discontinues its business; (v) a receiver is appointed over all or substantially all of the other party’s assets or business; or (vi) the other party is dissolved or liquidated.

7.3 Effect of Termination. All rights and obligations of the parties hereunder shall terminate upon expiration or termination of this Agreement, provided that Sections 1, 2.2, 2.7, 5 (with respect to accrued but unpaid amounts), 6, 7.3, and 8 through 12 shall survive expiration or termination of this Agreement. Without limiting the foregoing, Company shall deactivate AudioMatic upon any expiration or termination of this Agreement.

8. REPRESENTATIONS AND WARRANTIES; INDEMNITY.

8.1 Mutual. Each party represents, warrants and covenants to the other party that: (i) it has the full power and authority to enter into this Agreement; (ii) this Agreement and performance of its obligations under this Agreement does not violate any other agreement to which it is a party; and (iii) this Agreement constitutes a legal, valid and binding obligation when executed and delivered.

8.2 Company. Company represents and warrants to AdsWizz that: (a) it has obtained from the advertisers the rights necessary to transmit the Advertisements via AudioMatic; (b) the Advertisements shall not, and shall not be associated with any technology or activity that, violates any applicable law, rule or regulation relating to privacy or data protection; (c) the Advertisements do not infringe upon, violate, or misappropriate the Intellectual Property Rights of any third party; (d) the Advertisements do not slander, defame, or libel any person; (e) the Advertisements do not contain or promote illegal activities, hate speech, pornography, profanity, obscenity or sexually explicit material; and (f) that the Advertisements will be free from any “virus”, “Trojan Horse”, “worm”, “disabling”, “lock out” or any other malicious code as such terms are understood in the computer industry.

8.3 Company Indemnity. Company shall indemnify, defend and hold AdsWizz, its Affiliates, or any of their directors, officers or employees harmless from any and all liabilities, damages and/or costs (including but not limited to, reasonable attorneys’ fees) in connection with any claim or allegation made by a third party due to any breach by Company of any representation or warranty made by Company in Section 8.2, provided that AdsWizz: (i) promptly notifies Company in writing of the claim, except that any failure to provide this notice promptly only relieves Company of its responsibility pursuant to this Section 8.3 to the extent its defense is materially prejudiced by the delay; (ii) grants Company sole control of the defense and/or settlement of the claim, provided that Company may not agree to any settlement that admits fault by AdsWizz or purports to bind AdsWizz without AdsWizz’s prior written consent (not

to be unreasonably withheld); and (iii) provides Company, at Company's expense, with all assistance, information and authority reasonably required for the defense and/or settlement of the claim.

9. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, AND EACH PARTY EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE. ADSWIZZ AND ITS SUPPLIERS, LICENSORS, AND PARTNERS DO NOT WARRANT THAT THE FUNCTIONALITY PROVIDED BY AUDIOMATIC WILL BE CORRECT, UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. ADSWIZZ DOES NOT WARRANT THE RESULTS OF USE OF AUDIOMATIC OR THE AMOUNT OF REVENUE COMPANY WILL BE ABLE TO DERIVE IN CONNECTION THEREWITH.

10. CONFIDENTIALITY. Each party shall keep confidential all information and materials provided by the other party including all non-public information and know-how of the other party disclosed by any party hereunder in writing, orally, or by drawing or other form ("**Confidential Information**"). All such information disclosed by either party to the other, whether orally, in writing, by inspection or otherwise, shall be deemed to be Confidential Information of the disclosing party unless otherwise expressly agreed in writing by the party disclosing such information, provided that such information is marked as "confidential" or bears a similar legend or is information that the receiving party knows, or reasonably should have known, is the Confidential Information of the disclosing party. Furthermore, this Agreement, the terms of this Agreement, the features and functionality of AudioMatic and the Connectors, as well as any information regarding planned modifications or updates thereto or future AdsWizz products and services shall also constitute Confidential Information of AdsWizz. Each party shall keep and instruct its employees and agents to keep Confidential Information confidential by using at least the same care and discretion as used with that party's own confidential information, but in no case less than a prudent and reasonable standard of care. Neither party shall use Confidential Information other than for purposes of performing its obligations hereunder or as authorized by the disclosing party. Information or materials shall not constitute Confidential Information if it is (i) in the public domain through no fault of the receiving party, (ii) known to the receiving party prior to the time of disclosure by the disclosing party, (iii) lawfully and rightfully disclosed to the receiving party by a third party on a non-confidential basis, or (iv) developed by the receiving party without reference to Confidential Information. Disclosure of Confidential Information shall not be prohibited if such disclosure: (a) is in response to a valid order of a court ordering such disclosure; provided, however, that the party subject to the court order shall first have given at least fifteen (15) days, advance written notice to the other party; or (b) is otherwise required by law. If any party, its employees, or its agents breach or threatens to breach the obligations of this Section 10, the affected party may seek injunctive relief from a court of competent jurisdiction without the posting of a bond, in addition to its other remedies, as the inadequacy of monetary damages and irreparable harm are acknowledged.

11. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO SECTION 8.3 OR EITHER PARTY'S BREACH OF SECTION 10, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST BUSINESS, REVENUE, OR PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. EXCEPT WITH RESPECT TO SECTION 8.3, EITHER PARTY'S BREACH OF SECTION 10 OR COMPANY'S BREACH OF SECTION 2, IN NO EVENT WILL EITHER PARTY'S LIABILITY AND DAMAGES UNDER THIS AGREEMENT EXCEED THE SUM OF THE TOTAL FEES PAYABLE TO ADSWIZZ UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. THE PARTIES AGREE THAT THE LIMITATIONS AND DISCLAIMERS OF LIABILITY SET FORTH IN THIS SECTION 11 WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

12. MISCELLANEOUS.

12.1 Relationship of the Parties. The parties are independent contractors with respect to each other. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture among the parties hereto, or an employee-employer relationship. No party shall have any right to obligate or bind any other party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third parties.

12.2 Assignment. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, except that AdsWizz may assign its rights and obligations under this Agreement without the consent of the Company in connection with any merger (by operation of law or otherwise), consolidation,

reorganization, change in control or sale of all or substantially all of its assets related to this Agreement or similar transaction. This Agreement inures to the benefit of and shall be binding on the parties' permitted assignees, transferees and successors.

12.3 Force Majeure. Except for payment obligations, neither party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, internet or telecommunications failures, shortages of or inability to obtain labor, energy, or supplies, war, terrorism, riot, acts of God or governmental action, acts by hackers or other malicious third parties and problems with the Internet generally, and such performance shall be excused to the extent that it is prevented or delayed by reason of any of the foregoing.

12.4 Notices. All notices under the Terms of this Agreement shall be given in writing and sent by internationally recognized overnight carrier with delivery confirmation or shall be delivered by hand to the addresses noted in the Form. Notices to AdsWizz shall be sent to the attention of "Chief Executive Officer", with a copy to "Legal Department" at 487-A S. El Camino Real, San Mateo, California, and notices to Company shall be sent to the mailing address specified in the Form, or to such other address as any party to this Agreement shall timely request in writing to the other party to this Agreement. All notices shall be presumed to have been received when they are hand delivered, or on the business day following the day of delivery by overnight carrier.

12.5 Construction. This Agreement shall be fairly interpreted and construed in accordance with its Terms and without strict interpretation or construction in favor of or against either party. Each party has had the opportunity to consult with counsel in the negotiation of this Agreement. Section headings are for reference purposes only, and should not be used in the interpretation hereof.

12.6 Severability; Waiver. If any provision, or portion thereof, of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination will not impair or affect the validity, legality, or enforceability of the remaining provisions of this Agreement, and each provision, or portion thereof, is hereby declared to be separate, severable, and distinct. A waiver of any provision of this Agreement will only be valid if provided in writing and will only be applicable to the specific incident and occurrence so waived. The failure by either party to insist upon the strict performance of this Agreement, or to exercise any term hereof, will not act as a waiver of any right, promise or term, which will continue in full force and effect.

12.7 Governing Law; Jurisdiction. This Agreement shall be interpreted, construed, and enforced in all respects in accordance with laws of the State of California, without regard to the actual state or country of incorporation or residence of the parties. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts in San Mateo, California, and the U.S. District Court for the Northern District of California, in connection with any action arising under this Agreement. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

12.8 Entire Agreement. This Agreement constitutes the complete, final and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written representations, understandings, agreements or communications between them concerning the subject matter hereof. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.

13. SUPPORT.

13.1 Initial Setup. Subject to Company's payment of the Set-Up Fee, AdsWizz shall provide Company with the following setup services:

(a) *Network Setup*: AdsWizz shall create an AudioMatic account for Company and communicate to Company the login credentials (username and password).

(b) *Initial Training Course*: AdsWizz will provide two, one (1) hour web-based training sessions regarding use of AudioMatic at a mutually convenient time during AdsWizz's normal business hours.

(c) *Access to Support Portal and Knowledge Base Materials:* AdsWizz shall create an AdsWizz support portal and Knowledge Base account (s) for Company and communicate to Company the login credentials (username and password).

(d) *Kick-Off Meeting:* Within the first thirty (30) days after the Effective Date, the parties will participate in a kick-off meeting via teleconference between an AdsWizz project manager and relevant Company personnel where such project manager will assist Company in organizing and planning how Company will deploy its use of AudioMatic.

13.2 Ongoing Support. AdsWizz makes available support personnel via its support portal and email to answer questions relating to the use of AudioMatic from 8:00 am to 7:00 pm Mountain Time, Monday through Friday (other than AdsWizz company holidays). By way of example but without limitation such questions may relate to trafficking and campaign set up, reporting functionality, inventory forecasting, tagging questions, redirect implementation questions, discrepancies with a third party and ad delivery performance. Such support shall only be provided to Company personnel who have participated in the Initial Training Course referenced above.

13.3 Critical Issues. AdsWizz will provide Company with the phone number for its after-hours Service Hotline, which may only be called in the event that AudioMatic is unavailable or not functioning (a "Critical Error"). Such calls will be directed to an on-call support staff member. Time spent by AdsWizz personnel relating to such calls for any reason other than a Critical Error may be charged at a rate of two hundred and fifty dollars (\$250) per hour per person charged in minimum increments of 15 minutes. Company agrees to first confirm that the error lies with AudioMatic and not with any other system or software; if Company calls the Service Hotline regarding an issue that is determined not to be caused by any errors within AudioMatic, Company will be charged for time spend responding to such call as set forth in the foregoing sentence.

13.4 Non-Critical Issues. AdsWizz makes available support personnel via its support portal and email to respond to any errors in AudioMatic other than Critical Errors of AudioMatic from 8:00 am to 7:00 pm Mountain Time, Monday through Friday (other than AdsWizz company holidays).

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