

STORFF MEDIA SERVICES AGREEMENT

This Storff Media Services Agreement (this "Agreement") is entered into as of the date of commencement of the Storff Services at Your Website(s) ("Effective Date") between Your Company or Corporation ("You" or "Your") and Storff Inc., located at Mountain View, CA 94043, USA ("Storff").

1. Definitions

- a. "Storff Service" means the Storff web-based services selected by You upon registration and from time to time, collectively known as the Storff Platform and presently consisting of:
 - "Page Time Analysis" a data analytics system which allows You to capture, analyze and track page load times of real users for every page of your website.
- b. "Subscription Fees" means the fees (if any) attributed to monthly access to the "Storff Service" pursuant to Your Subscribed Service Level and as set forth in Your Subscriber Agreement with Storff.
- c. "Storff Script" means the unique HTML code, link or access to the Storff Platform that You implement, embed, or link to on Your website, Your e-commerce site, Your emails, Your micro-site, or any other media properties that enable Storff to track and target data through the Storff Service.
- d. "Party(ies)" means Storff and/or You.
- e. "Set-Up Fees" means the fees (if any) attributed to initial set-up of the Storff Service pursuant to Your Subscribed Service Level and as set forth in Your Subscriber Agreement with Storff.
- f. "Subscribed Service Level" means the service levels (if any) chosen and paid for by You from the service levels described in Your Subscriber Agreement with Storff.
- g. "Support Fees" means the fees attributed to support of the Storff Service (if any) pursuant to Your Subscribed Service Level and as set forth in Your Subscriber Agreement with Storff.
- h. "Term" shall have the meaning set forth in Section 7 below.
- i. "User" means a natural person who receives, views, interacts with the features of Your Website(s).
- j. "User Data" means the User PI Data and/or User non-PI Data.
- k. "User PI Data" personally identifiable information collected with respect to the Users of Your Website(s) in connection with the Storff Service.
- l. "User non-PI Data" means non-personally identifiable information collected with respect to Your Website(s) in connection with the Storff Service, which may include technical information about viewers and Users, related metrics such as impressions, clicks, pages viewed, date & time, as well as data sources employed in the provision of the Storff Service.
- m. "Your Website(s)" means the website(s), e-commerce site(s), microsite(s) and/or pages owned by You or under Your control for which you request Storff to apply the Storff Service to.

2. Storff Services.

- a. Access to the Storff Service.
 - i. If you use the Storff Service, subject to the terms and conditions of this Agreement, including without limitation the payment of any and all applicable Fees:

1. in response to Your request submitted through the Storff Service, Storff provides You the Code and instructions to implement the Code,
 2. following Your implementation of the Code in accordance with applicable instructions, Storff shall use commercially reasonable efforts to provide the data, analytics and reporting through the Storff Service in accordance with the instructions and directions provided by You through the tools included within the Storff Service, and
 3. Storff grants You permission during the Term to access and use the Storff Service on a non-exclusive basis for the purpose of monitoring your Website(s) performance in connection with the Storff Service, and to insert the Code in order to enable the Storff Service.
- ii. If you use the Storff Service, subject to the terms and conditions of this Agreement:
 1. you agree to provide access to Storff to Your Websites, as necessary for Storff to integrate the Storff Service with Your Websites and understand that Storff cannot provide the Storff Services without such access; and
 2. through such integration, Storff shall use commercially reasonable efforts to implement proprietary algorithms and tools on Your Websites to analyze Users' browser performance and behavior.
 - iii. Storff will provide the Storff Service to You in accordance with Your Subscriber Agreement with Storff.
- b. Account and Passwords. The Storff Service includes a mechanism that allows You to create an online account in order to manage the Storff Service. You are solely responsible:
- i. for maintaining the confidentiality of account password(s),
 - ii. for restricting access to Your account on the Storff Service, and
 - iii. for all activities that occur under Your account or password(s). If You have reason to believe that Your account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of account credentials), You shall immediately notify Storff by sending an email to support@storff.com. You shall be liable for the losses incurred due to any unauthorized use of Your account on the Storff Service.
- c. License by You. Subject to the terms and conditions of this Agreement, You grant to Storff the non-exclusive right to reproduce, distribute and use Your Media as submitted by You, in order to provide the Storff Service. In addition, you grant Storff the non-exclusive and royalty free right during the Term of this Agreement to use your name and trademarks, service marks or logos for the purpose of listing You as a customer of the Storff Service, including on the Storff website and marketing materials.
- d. Support. Subject to the terms and conditions of this Agreement and payment of the applicable Fees, Storff shall use reasonable efforts to provide the support services with respect to the Storff Service, in accordance with Your Subscriber Agreement with Storff.

3. Data.

- a. Data Collection. In connection with its provision of the Storff Service You authorize Storff to collect, consolidate and analyze information and data about Your Website and third parties that interact electronically with Your Website including, without limitation, implement tracking pixels, cookies, or add other tracking elements within Your Websites and to collect data from other data services to track and monitor your Website(s) performance with

respect to Your Users, including collection of User Data, including without limitation, IP addresses, cookies data, web requests, browser type, browser language, referring / exit pages and URLs, platform type, number of clicks, domain names, landing pages, pages viewed and the order of those pages, features used, the amount of time spent interacting with Your Websites, and the dates and times of requests. Nothing in this Agreement shall restrict Storff from using User Data in any way for the purposes of the Storff Service.

- b. Reporting. Subject to the terms and conditions of this Agreement, Storff shall use reasonable efforts to provide the reports with respect to Your use and use by Your Users of the Storff Service, in accordance with Your Subscriber Agreement with Storff.
 - c. Storff Data. You acknowledge and agree that all User Data (excluding any User Data provided directly by You to Storff (“Your Data”)) collected or derived by Storff in connection with its performance of this Agreement (“Storff Data”) will, as between You and Storff, be the property of Storff. To the extent that You obtain access to such Storff Data You shall treat such information as the Confidential Information of Storff pursuant to Section 6 of this Agreement. You agree not to use the Storff Data for any other purpose or in any manner that renders Storff ascertainable as a source of such Storff Data or in any other manner that violates applicable law. You may request from Storff, in writing and at any time during the Term, as defined in Section 7, an electronic file of the User Data collected at Your Website at Storff’s then current prices therefor. Within thirty (30) days of receiving such written request and payment, Storff will provide You with such electronic file and grant You a perpetual, non-exclusive, worldwide license to use such User Data solely for Your internal business purposes.
 - d. Storff’s Use of User Data. Storff shall not sell or otherwise use or distribute User Data collected at Your Website to, or share that User Data with, anyone other than You, except: (i) in connection with its performance of the Storff Service and to improve the Storff Service; and (ii) in anonymized, blinded formats that do not identify, reference or imply an association with You, for the purposes of creating benchmarking, statistical, research and marketing analyses, surveys, reports and studies. Notwithstanding the foregoing, User Data may be used to access extended data from third party services for the purpose of delivering add-on Storff services to You and Users of Your Website.
 - e. Privacy Policies. You and Storff will post on their respective websites their privacy policies and adhere to their privacy policies, which policies will be consistent with applicable laws. Failure by You, on the one hand, or Storff, on the other, to continue to post a privacy policy, or non-adherence to such privacy policy, is notwithstanding Section 7, grounds for immediate cancellation of this Agreement by the other Party.
 - f. Data Retention. You and Storff agree that Storff shall not be obligated to retain User Data, unless otherwise required to do so by law, after the termination or expiration of this Agreement.
4. **Ownership.** Nothing in this Agreement shall be deemed an assignment of a Party’s pre-existing intellectual property rights.
- a. Storff owns, and shall own, all right, title, and interest, including all intellectual property rights, in and to the Storff Service and associated technology, software, and documentation, including any improvements, modifications, and enhancements made or provided by or on

behalf of Storff utilized by Storff in performing the Storff Services, the Storff Data and all intellectual property rights with respect thereto (excluding only Your Media) (along with Storff's Confidential Information, collectively the "Storff IP"). Storff reserves all right, title and interest in and to the Storff IP not expressly granted to You herein.

- b. You own, and shall own, all right, title, and interest, including all intellectual property rights, in and to Your Media, Your Websites, technology, software, and hardware owned by the You, including any improvements, modifications, and enhancements made or provided by or on behalf of You and all of its intellectual property rights with respect thereto (excluding the Storff IP) (along with Your Confidential Information, collectively "Your IP"). You reserve all right, title and interest in and to the Your IP not expressly granted to Storff herein.
- c. In the event that You provide feedback to Storff concerning the functionality and performance of the Storff Service (other than any feedback which You designate in writing at the time it is provided as being Your IP) You grant to Storff and its successors and assigns an unlimited, perpetual, irrevocable, worldwide, nonexclusive, royalty free, fully paid, transferable, sub-licensable license to use, and incorporate that feedback into the Storff Service, and to otherwise improve that service.

5. Fees and Payment.

- a. Fees. You agree to pay Storff the fees specified in Your Subscriber Agreement with Storff, including any Set-Up Fees, Transaction Fees, Minimum Monthly Fees, Managed Service Fees and Support Fees (collectively, the "Fees").
- b. Payment.
 - i. Payment Information. Registration for the Storff Service may require You to submit to Storff PayPal payment account or credit card information. You agree that by submitting such PayPal account or credit card information, Storff is authorized to charge such PayPal account or credit card the Fees due and You agree to pay the same.
 - ii. Timing of Payment. Any Set-Up Fees will be billed and charged to the payment method on file upon registration. Transaction Fees and any Minimum Monthly Fees will be billed and charged to the payment method on file within 15 days of the end of each month. Any Managed Service Fees will be billed and charged to the payment method on file monthly in advance. You will make payment of invoices for customization and other services in advance prior to commencement, and regular monthly fees will be paid fifteen (15) days from Your receipt of invoice. Past due amounts will accrue interest at a rate of one and one half percent (1.5%) per month.

6. Confidentiality.

- a. Definitions. "Confidential Information" includes any and all information or data of a Party ("Discloser") that is disclosed to the other Party ("Recipient"), either directly or indirectly, whether in writing, verbally, or by visual means, and which is designated (either in writing or verbally) as confidential, proprietary, or the like. However, such designation shall not be necessary to deem information as Confidential Information if the nature of the information makes it generally considered confidential commercially, which information includes information that relates to: (1) trade secrets or know-how, (2) finance or accounting, (3)

technology, research, or development, (4) internal processes or procedures, (5) algorithms, digital data, or designs, (6) business, operations, or planning thereof, (7) sales or marketing strategies, and (8) the terms of any agreement between the Parties related to payment, pricing or consideration, and the discussions, negotiations, or proposals related thereto, including under this Agreement.

- b. Exceptions. Notwithstanding anything contained herein to the contrary, the term “Confidential Information” will not include information which: (1) was previously known to Recipient, (2) was or becomes generally available to the public through no fault of Recipient, (3) was rightfully in Recipient’s possession free of any obligation of confidentiality at, or prior to, the time it was communicated to Recipient by Discloser, (4) was developed by employees or agents of Recipient independently of, and without reference to, Confidential Information, or (5) was communicated by Discloser to an unaffiliated third party free of any obligation of confidentiality.
- c. Obligations. Recipient will protect Confidential Information in the same manner that it protects its own information of a similar nature, but in no event with less than reasonable care. Recipient shall not disclose Confidential Information to anyone except an employee, agent, affiliate, or third party who has a need to know same, and who is bound by confidentiality and non-use obligations at least as protective of Confidential Information as are those in this section. Recipient will not use Discloser’s Confidential Information other than as provided for in this Agreement. Notwithstanding the foregoing, the Recipient may disclose Confidential Information of the Discloser in response to a valid order by a court or other governmental body, as otherwise required by law or the rules of any applicable securities exchange, or as necessary to establish the rights of either Party under this Agreement; provided, however, that both Discloser and Recipient will stipulate to any orders necessary to protect such information from public disclosure.

7. **Term and Termination.** This Agreement will remain in effect from the Effective Date for one (1) year and will then automatically renew for additional one (1) year terms unless either party provides notice of nonrenewal at least thirty (30) days in advance of the expiration of the then current term or the Agreement is otherwise terminated as set forth herein (the initial and any renewal terms are collectively referred to as the “Term”). Storff reserves the right in its sole discretion and at any time to upon notice in writing to You to modify or discontinue providing the Storff Service, or any part thereof. Either party may terminate this Agreement for any breach by the other party of any of its obligations hereunder which breach is not cured within thirty (30) days written notice by the non-defaulting party. The provisions of Sections 3(c), 3(d), 4, 5 (for amounts owing accrued during the Term), 6, 7, 8, 9, 10, 11 and 13 shall survive termination.

8. Storff Service Restrictions and Limitations.

- a. You agree not to: (1) interfere with or disrupt the integrity or performance of the Storff Service, (2) attempt to gain unauthorized access to the Storff Service or its related systems or networks, (3) use the Storff Service or access to the Storff Service for the purpose of reverse engineering or copying all or part of the Storff Service, or producing or contributing to a service or product which is or is likely to be in any way competitive to the Storff Service,

- (4) intentionally or unintentionally violate any applicable local, state, national, or international law in connection with Your use of the Storff Service, or (5) resell the Storff Service (or information derived therefrom) without the prior written consent of Storff
- b. You agree that: (1) You have and will maintain throughout the Term of the Agreement adequate rights in and to Your Media (including without limitation under the intellectual property rights in and to any third party content contained therein) in order to use Your Media in connection with the Storff Service, (2) Your Websites will not portray or promote illicit drugs; and do not contain pornography, adult or mature content or any content that otherwise promotes violence, illegal activity or infringes on the rights of others, and (3) you will comply with Storff's acceptable use policy for the Storff Service as may be promulgated and amended by Storff from time to time and posted on the Storff website.
- c. You and Storff will at all times comply with all federal, state, and local laws, ordinances, regulations, and codes which are applicable to each Party's performance of their respective obligations under this Agreement. By providing Your Data, and permitting Storff access to the Your Media in order to provide the Storff Service, You represent and warrant that Storff's use of Your Data and Your Media as provided herein complies with Your privacy policy, and will not violate any agreements with third parties, applicable law (including CAN-SPAM) or applicable privacy policies.

9. Warranties and Disclaimer.

- a. Mutual. Each Party represents and warrants to the other that: (i) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; and (ii) the execution, delivery, and performance of this Agreement does not violate any other agreement to which it is a party or by which it is otherwise bound
- b. By You. You represent and warrant that (i) all information provided by You at the time of registration is complete and accurate in all respects and that You shall promptly update this information so that it is complete and accurate in all respects throughout the Term of this Agreement; (ii) You have the necessary rights to use and to permit the use of Your Data and Your Media; and (iii) You are in compliance with, and shall not violate any applicable law, including without limitation privacy and data protection laws and regulations, or your internal privacy policies, in connection with the collection, use or processing of User Data. In the event of a breach or reasonably anticipated breach of the foregoing warranties, in addition to any other remedies available at law or in equity, We will have the right to immediately, in our sole discretion, suspend the Storff Service if deemed reasonably necessary by Storff to prevent any liability accruing to it.
- c. By Storff. Storff represents that it will provide the Services in a professional manner consistent with applicable industry standards.
- d. The Storff Service is controlled and operated by Storff from its offices within the State of California. Storff makes no representation that materials on the Storff Service are appropriate or available for use in other locations. Those who choose to access or use the Storff Service from other locations, including from outside the United States of America, do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Access to the Storff Service from jurisdictions where the

contents or practices of the Storff Service are illegal, unauthorized or penalized is strictly prohibited.

- e. EXCEPT AS SET FORTH IN THIS SECTION 9, THE STORFF SERVICE, THE STORFF DATA, STORFF IP AND OTHER MATERIALS AND SERVICES PROVIDED BY STORFF HEREUNDER, INCLUDING THE RESULTS ACHIEVED BY YOUR USE OF THE STORFF SERVICE ARE, AND LEGAL TERMS THAT ARE INCLUDED AS DEFAULT LANGUAGE ON YOUR WEBSITE(S), TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OUT OF A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE, NONINFRINGEMENT, QUALITY, ACCURACY, PRODUCTIVENESS OR CAPACITY AND SATISFACTORY RESULTS. STORFF AND ITS SUPPLIERS AND LICENSORS HEREBY DISCLAIM ALL SUCH WARRANTIES. STORFF DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE STORFF SERVICE WILL BE CORRECT, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE STORFF SERVICE IS FREE OF HARMFUL COMPONENTS. YOU UNDERSTAND AND ACKNOWLEDGE THAT THERE IS NO GUARANTEE THAT ANY MINIMUM LEVEL OF REVENUE, OR ANY REVENUE, WILL BE GENERATED AS A RESULT OF THIS AGREEMENT AND YOUR USE OF THE STORFF SERVICE.

10. Limitation of Liability. THE TOTAL LIABILITY OF STORFF ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY YOU TO STORFF IN CONNECTION WITH YOUR USE OF THE STORFF SERVICE DURING THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE AND IN NO EVENT SHALL STORFF HAVE LIABILITY FOR ANY LOSS OR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATIONS, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF INFORMATION, AND THE LIKE), WHETHER UNDER TORT, CONTRACT OR OTHER THEORIES OF RECOVERY, EVEN IF Storff KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THIS AGREEMENT.

11. Indemnification.

- a. By You. You will defend, indemnify, and hold harmless Storff from damages, liabilities, costs, and expenses (including reasonable attorneys' fees) (collectively, "Losses") resulting from any claim, judgment, or proceeding (collectively, "Claims") brought by a Third Party and resulting from any claim or allegation: (a) that Your Offer(s) and/or Your use of the Storff Services (1) violate any applicable law, regulation, judicial or administrative action, or the right of a third party, or (2) are fraudulent, misleading, defamatory or obscene, or (3) are otherwise in breach of this Agreement; (b) related to Your breach of Sections 8 and/or 9(a); and/or (c) that Your Media and/or Your Data infringes or misappropriates the intellectual property rights of any third party.

- b. By Storff. Storff will defend or at its option settle any Claim brought against You to the extent it alleges that the Storff Service infringes any third party's intellectual property rights.
 - c. Process. The indemnified Party will promptly notify the indemnifying Party of all Claims of which it becomes aware (provided that a failure or delay in providing such notice will not relieve the indemnifying Party of its obligations hereunder except to the extent such Party is prejudiced by such failure or delay), and will: (i) provide reasonable cooperation to the indemnifying Party at the indemnifying Party's expense in connection with the defense or settlement of all Claims and (ii) be entitled to participate at its own expense in the defense of all Claims. The indemnified Party agrees that the indemnifying Party may have control over the defense and settlement of all third party Claims; provided, however, the indemnifying Party will not acquiesce to any judgment or enter into any settlement, either of which imposes any obligation or liability on the indemnified Party without its prior written consent.
12. **Force Majeure.** Excluding payment obligations, neither Party will be liable for delay or default in the performance of its respective obligations under this Agreement if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, or labor disputes ("Force Majeure Event"). If a Force Majeure Event has continued for five (5) business days, Storff has the right to cancel the Agreement effective upon notice.
13. **Miscellaneous.** Neither Party may resell, assign, or transfer any of its rights or obligations hereunder, and any attempt to resell, assign, or transfer such rights or obligations under this Agreement without the other Party's prior written approval will be null and void. Notwithstanding the foregoing, Storff may assign or transfer this Agreement in connection with a merger, sale of assets, reorganization and or reincorporation of Storff. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective permitted transferees, successors, heirs and assigns. This Agreement (including information linked thereto and incorporated by reference) will constitute the entire agreement of the Parties with respect to the subject matter thereof and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the Parties with respect to the subject matter. The relationship between the Parties will be that of independent contractors, and this Agreement will not in any way create or be deemed to create any agency, partnership, or joint venture between the Parties. This Agreement will be governed by the laws of the State of California, without reference to its conflict of law principles. The Parties agree that any claims, legal proceedings, or litigation arising in connection with the Agreement hereunder will be brought solely in Santa Clara County, California, and the Parties consent to the exclusive jurisdiction of such courts. No modification of this Agreement will be binding unless in writing and signed by both Parties. No waiver or modification of this Agreement shall be valid unless in writing signed by each Party. The waiver by either Party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative. Section or paragraph headings used in this Agreement are for reference purposes only, and should not be used in the interpretation hereof. Any notice required to be delivered hereunder

will be deemed delivered three days after deposit, postage paid, in U.S. mail, return receipt requested, one business day if sent by overnight courier service, and immediately if sent electronically with receipt confirmed. All notices to You shall be sent to the addresses provided at the time of registration (as may be updated by You from time to time) and all notices to Storff will be sent electronically to support@fanplayr.com (as may be updated by Storff from time to time). Should you have any questions concerning this Agreement, or if you desire to contact Storff for any reason, please contact support@Storff.com