

This contract (the "Contract") sets forth the terms and conditions pursuant to which User Friendly Media shall provide certain media advertising services including but not limited to; online, digital, mobile, listings, performance, social media, SEO, SEM, video, website, rewards, loyalty, remote call forwarding tracking numbers, intentional direct mail, mobile display and mobile application platform products (the "Services") to Customer and sets forth the rights and obligations of the parties hereto. For purposes of this Contract, "User Friendly Media" shall refer to User-Friendly Phone Book, LLC d/b/a User-Friendly Media or Sayv Mobile, LLC d/b/a App Express or d/b/a Huzzah or any other affiliated company, subsidiary or established d/b/a of User Friendly Media or Sayv Mobile. "Customer" shall mean individual, sole proprietorship, partnership, association, joint stock company, corporation or any other entity authorizing the Services. "Services" shall mean any and all advertising and marketing products, services and applications provided by User Friendly Media to Customer. Additional Terms and Conditions of Use and Privacy Policy are set forth at all User Friendly Media websites. Such terms and conditions are incorporated into, and are part of this contract.

A. TERM AND CANCELLATION. The initial term of this contract shall commence on the Date of Sale and continue for a period of at least twelve (12) months (the "Term"). Thereafter, the Term shall automatically renew for successive one (1) month periods. With exception, the Intentional Direct Mail product will commence on the Date of Sale and continue until the designated maximum spend has been depleted. Customer must submit account Cancellation requests in writing to the User Friendly Media Customer Service Department. If a cancellation request is submitted before the end of Customer's then current Term, Cancellation will take effect at the end of the current term and will require five (5) business days for processing. Customer agrees that User Friendly Media shall have the right to unilaterally cancel this Contract without any notice to Customer. Social Media services are non-cancellable.

B. PAYMENT AND REFUNDS. Customer acknowledges and agrees that payment for Services (with the exception of Intentional Direct Mail campaigns) will be made to User Friendly Media on a monthly basis as follows (i) via credit card or an ACH transfer or (ii) an authorized PayPal account if applicable. No invoices will be issued and all payments will be made by auto pay. Intentional Direct Mail campaigns will be paid via credit card or an ACH transfer on a per usage basis not to exceed the maximum spend as designated on the application. User Friendly Media reserves the right to modify and change payment processing services at any time without notice and/or use a third party for payment processing and collections. There will be no refunds or adjustments on any of the Services for including but not limited to; setup fees, partial months of service, modifications to campaigns and orders, platform downtime or unused Services. User Friendly Media reserves the right to adjust pricing as necessary and charge additional fees for optional or premium services. If Customer fails to pay any amount due under terms of this contract or any other contract between Customer and User Friendly Media when due, User Friendly Media, may at its sole election, accelerate the entire amount of Customer's outstanding obligations under any or all such contracts, without further notice to Customer, in which event any and all amounts payable by Customer shall become immediately due and payable together with reasonable attorney's fees, court costs, and other reasonable expenses incurred if it becomes necessary to exert these means to effect collection. Customer hereby knowingly and willfully waives demand, presentment, dishonor notice of default, notice of intent to accelerate, notice of acceleration and any other notice which might otherwise be required under applicable law upon Customer's failure to pay any amount when due, except where such waivers are otherwise prohibited by applicable laws. A Late charge equal to one and a half percent (1.5%) per month will accrue on any amounts payable by Customer which are not paid within 30 days of the date upon which such payments become due and payable. No acceptance of any payment or instrument marked with any restrictive covenants or other limited or conditional endorsement shall be deemed a waiver of any of User Friendly Media's rights under this Contract.

C. TAXES. Customer will be responsible for any sales, use excise or gross receipt taxes which are currently or may in the future be imposed on the sale of advertisement.

D. CUSTOMER'S REPRESENTATIONS AND WARRANTIES. Customer represents and warrants to User Friendly Media that: (i) Customer has the absolute, non-exclusive, irrevocable, royalty-free, worldwide, and unrestricted right, license and authority to provide, use, store, reproduce, publish, publicly perform, display, distribute, manipulate, modify, post and template any and all content, names, addresses, email address, phone number, business information, images, artwork, digital files, video, audio and phone recordings, trade names, service marks or any copies of any product protected by trademarks, copyrights, patents or privacy rights contained in any copy, content or information provided by Customer or included in any products or Services provided under the Contract; (ii) Customer grants User Friendly Media, its business partners and affiliates, the absolute unrestricted right and license during the term and thereafter to use, store, publish, copy, display, distribute, modify, reproduce and distribute any of the information provided as part of and for the Services under this Contract to User Friendly Media for use through its websites, networks, platforms, products, mobile applications, equipment, sales materials, marketing, editorial, promotional activities, online listings, postings and reviews, emails, or any other media and represents and warrants to User Friendly Media that such use will not infringe upon any third party rights; (iii) Customer's performance hereunder will not cause a material breach to any agreement which it is a party; (iv) Customer will at all times comply with all applicable laws, including but not limited to any privacy laws and licensing regulations; (v) Customer acknowledges and agrees that the Services are provided on and "AS IS" basis and no written or oral, express or implied, statements, representations, warranties or guarantees have been made or given to Customer with regard to the services to be provided under this Contract and that User Friendly Media disclaims all warranties and guarantees regarding the Services, websites, networks, platforms, products, mobile applications, equipment, online listings, postings and reviews, emails, or any third party services and/or service providers; (vi) Customer acknowledges, understands and agrees to abide by any and all User Friendly Media and related third party service providers, policies, procedures, terms of use, terms of service and licensing conditions including but not limited to those set forth at all User Friendly Media websites; (vii) Customer acknowledges and agrees that User Friendly Media does not and cannot guarantee approval of any mobile application from a mobile platform provider nor guarantee the application will be approved and published within a certain length of time; (viii) Customer acknowledges and agrees that User Friendly Media may distribute the Services through a business partner, affiliates, third party advertising network including but not limited to; websites, traffic networks, advertising platforms, data, analytics and reporting products and other applications owned and operated by Publisher, and third parties with whom Publisher has agreements; (viii) Customer grants User Friendly Media and affiliates a royalty-free unrestricted right and license to establish links and to link users of advertising to the websites designated in Customer's advertising and to cause the links to open new browser windows and publish the websites designated by such links.

E. INTENTIONAL DIRECT MAIL. In order to perform the Services Customer may provide or make available to User Friendly Media certain contact information for users of Customer's websites, mobile landing pages, Remote Call Forwarding lines, platforms and properties, including phone numbers, mailing addresses and emails ("Customer Data"). The Customer Data must contain records for consumers with whom the Customer has an existing business relationship. All Customer Data must contain information properly collected and provided in accordance with applicable laws and with Customer's applicable privacy policies and terms of use including (i) clear disclosures to the consumer that such information may be provided to a third party for use of the Services and (ii) Customer's privacy policy must accurately disclose and as necessary obtain consent to the placement and use of all cookies, tags, pixels, SDKs and other tracking technologies in connection with its marketing and advertising efforts, specifically addressing its data collection use and disclosure practices and informing users how they may opt-out from receiving such targeted advertisements. For clarity, Customer Data may include separately sourced information which is provided to, collected or used by or is otherwise in the possession of User Friendly Media as a result of its platforms, services, independent collection or third-party relationships ("Independent Information") and without diminishing Customer's rights in its own Customer Data. User Friendly Media reserves its rights in and so such independent information.

F. REMOTE CALL FORWARDING. User Friendly Media may purchase a Remote Call Forwarding tracking number ("RCF") through a third-party on behalf of the Customer for inclusion in the Services provided hereunder or as a stand-alone product for Customer's advertising and marketing efforts. The RCF may provide Customer with performance-tracking and other enhanced information and data services regarding Customer's end users. Customer grants User Friendly Media the right to modify or append the data as needed to provide the Services. A call recording and other analytical service features may be used in conjunction with the RCF. Customer represents and warrants that it has established proper procedures to protect the privacy of its end users' Personal Information, and otherwise comply with all applicable laws with respect to call recordings and the data acquired, stored or processed on behalf of Customer in conjunction with the RCF and corresponding Services. Customer acknowledges and agrees that User Friendly Media retains the rights to the RCF tracking line and that upon non-payment and/or termination of the Services the RCF line may be re-issued and Customer will be unable to access the corresponding data collected in conjunction with the RCF Services.

G. OWNERSHIP AND LICENSING. Customer acknowledges and agrees in regards to the Services that (i) any and all rights, title, authority, ownership and interest including but not limited to; the development, design, template, software, code, images and content for use relating to the Services is owned, operated, registered and/or licensed by User Friendly Media or a third-party vendor of User Friendly Media; (ii) that User Friendly Media is granting Customer the right and limited license to use the Services during the term of the Contract; (iii) that Customer is prohibited from including but not limited to; copying, reproducing, reverse engineering, decompiling, translating, disassembling, rearranging, dissecting, modifying, altering, creating derivative works from, sub-licensing, transferring, assigning and distribution any of the information relating to the Services and (iv) User Friendly Media retains all rights in and/or ownership of any Services created or supplied by User Friendly Media; (v) upon termination of the Services, all of the above described information will belong to and remain with User Friendly Media and Customer has no rights, title, authority, ownership and interest to the Services with the exception of Customer provided content.

H. EQUIPMENT AND INSTALLATION. Should Customer purchase Services requiring specific hardware and/or software and accessories (the "Equipment"), User Friendly Media will provide standard installation of the Equipment. Customer will be responsible for the cost in the event of a complex installation such as when third party or outside technical support is required to complete the installation. Customer is responsible for following all User Friendly Media policies and procedures regarding care and safekeeping of Equipment. User Friendly Media will provide replacement Equipment in the event the Equipment malfunctions or is cracked, broken or does not operate at full capacity provided Customer has followed all care and safekeeping of Equipment policies and procedures. However, if the Equipment is lost or stolen, Customer is responsible for all replacement costs. In the event of a termination, all Equipment provided to Customer must be returned to User Friendly Media within fifteen (15) days of termination. Customer is responsible for all return shipping charges and for any damage incurred in the shipping process. If any of the Equipment is not returned, User Friendly Media will charge Customer for the cost of the item not returned.

I. DOMAIN NAME REGISTRATION. The Universal Resource Locator ("URL") for use with the Services must be registered in User Friendly Media's name with a domain registrar of User Friendly Media's choosing so that User Friendly Media can manage the domain while hosting and operating the Services. User Friendly Media will procure a URL and maintain ownership but cannot guarantee that any URL/domain name Customer requests for the Services will be available for use. Upon termination of the Services and provided customer is in good standing with User Friendly Media, Customer may choose to purchase the URL/domain name from Publisher for a one-time fee of three hundred dollars (\$300.00) fee may be changed at any time without notice.

J. CAUSES OF ACTION. The parties agree that, unless otherwise prohibited by law, any claims or causes of action arising under or relating to this Contract by a party hereto shall be commenced prior to the date that is two (2) years after the date upon which the mobile application is first published by the mobile platform provider and that all causes of action not commenced by a party hereto within such two year period will be deemed waived; this shall not include claims or causes of action arising from Customer's failure to pay.

K. LIMITATION OF LIABILITY. Customer hereby acknowledges and agrees that User Friendly Media's total liability under this Contract is limited to total amount paid by Customer. In no event will User Friendly Media be liable for consequential or special damages, lost profits or direct or indirect damages, suffered or incurred by Customer or a third party as the result of any breach of any obligation under the Contract.

L. INDEMNIFICATION. Customer shall indemnify, defend and hold harmless User Friendly Media, its affiliates, third-party suppliers, as well as their respective employees, representatives and agents from and against any claim, demand, action, investigation or other proceeding including all damages, losses, liabilities, judgments, costs and expenses arising therefrom, or in connection with: (i) Customer's use of the Services including its use or disclosure of any information obtained through the Services; (ii) Customer's advertising and marketing activities; (iii) use of any data as collected or provided as part of the Services; (iv) Customer's breach of any term, condition, agreement, representation or warranty hereunder; (v) Customer's violation of any applicable law, rule or regulation or infringes the rights of any third party, including privacy and intellectual property rights.

M. COMPLETE AGREEMENT; MODIFICATION. This Contract contains the entire agreement of the parties with respect to the advertising services to be provided by User Friendly Media. No agent or employee of User Friendly Media or Customer has the authority to vary any of the terms of this Agreement. This Agreement represents the final contract and agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten agreements between the parties.

N. AUTHORITY. The person signing the Contract on behalf of Customer, or otherwise authorizing the placement of the advertising hereby certifies that he or she is either Customer, or that he or she has been lawfully authorized to enter into this Contract on behalf of Customer and when executed this contract will constitute the legal, valid and binding obligation of Customer enforceable against it in accordance with its terms. If Agency is executing on behalf of Customer, Agency hereby represents and warrants that both Agency and customer are contractually bound by the terms of this contract and are subject to all terms and conditions.

O. GOVERNING LAW. This Agreement and the transaction(s) hereunder shall be governed as to validity, interpretation, enforcement and effect by the laws of the State of Texas and shall be binding on and inure to the benefit of User Friendly Media and Customer and upon their respective heirs, personal representatives, successors and assigns. In addition, this Agreement shall be deemed to have been made, accepted, performable and all amounts payable to User Friendly Media PO Box 131929 in The Woodlands, Texas 77393. Each party to this Agreement hereby irrevocably submits to the jurisdiction of the courts located in The Woodlands, Montgomery County, Texas and agrees that the exclusive venue of any legal action arising out of this Agreement shall be in Montgomery County, Texas.

P. FORCE MAJEURE. Customer and User Friendly Media acknowledge and agree that none of the other parties hereto will be in breach of their respective obligations under this Contract in event that, for cause or causes beyond their control, such parties are unable to perform, in whole or in part, any one or more of their obligations under this contract. Such causes shall include, but not limited to labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain materials or services, technical failure, acts of God, insurrection, or any other cause not within the reasonable control of the party which is unable to perform.

Q. BINDING EFFECT AND ASSIGNMENT. User Friendly Media may assign its rights and obligations under this Contract without notice to or consent from Customer. Customer may not assign (whether voluntary, involuntary, by merger, consolidation, dissolution, operation of law or any other manner), its rights and obligations under this Contract without the prior written consent of User Friendly Media (which consent shall not be unreasonably withheld) and unless such assignee agrees in writing to be bound by and subject to the terms of this contract, including without limitation, the payment terms. Any assignment approved by written consent shall not relieve Customer of any of its obligations under this Contract unless such exculpation is specifically set forth in such written consent.

R. SEVERABILITY. The invalidity or enforceability of any particular provision, or part of any provision of this contract will not affect the other provisions or parts hereof, and this Contract will be construed in all respects as if such invalid or enforceable provision(s) or part(s) were omitted.

S. ATTORNEY'S FEES. In the event of litigation arising out of this contract or its enforcement by either party, the prevailing party shall be entitled to recover as part of any judgment, reasonable attorney's fees and court costs.

User Friendly Media
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The Woodlands, TX 77390
(281) 465-5400 Phone
(281) 465-5447 Fax
www.userfriendlymedia.com

Mail or Fax to: User Friendly Media • P.O. Box 131929 • The Woodlands, TX 77393

Fax: (281) 465-5401 Toll Free Fax: (877) 235-0709

Business Name

Customer or Authorized Agent

Title

Date