

EXHIBIT A – PLATFORM SERVICES

The Platform Services provided under the context of this Agreement allow Customer to remotely access and use the Zemanta Platform. The Zemanta Platform is an automated system for buying online media, through real time and non-real time buys. Customer will have the ability to access the Zemanta Platform through its User Interface, to create advertising campaigns, assign budgets and campaigns goals, select media and targeting parameters, assign them to content ads to be shown to consumers, and review reports on campaign performance. Zemanta makes no claims as to the ability to add additional services, features or capabilities and offers the Zemanta Platform as-is.

Capabilities:

- **DSP Services**
 - Access to multiple native ad exchanges, networks and supply side platforms
 - Access to text, image and video content ad inventory
 - Access to Zemanta Platform standard DSP buying capabilities
 - Ability to use Zemanta Platform to execute campaigns in the US, Canada, Europe and Australia
 - Ability to upload, manage and review content via the Zemanta Platform Content Management System
 - Media optimization: Bid determination by source and content, Budget allocation by source and content
 - Graphical user interface that allows campaigns to be setup and access to campaign reporting
 - Aggregated billing for media purchased using Seats held by Zemanta

Advisory Services

- Customer will traffic content ads, trade and manage campaigns; and Zemanta will provide support and assistance with campaign setup and management as well as periodic campaign monitoring. Zemanta will assign an account support specialist as the single point of contact for the Customer. Customer will be solely responsible for making any campaign setting changes.

Zemanta Responsibility:

Customer will be provided up to 8 hours of Advisory Services per month providing services in the following areas:

- RFP and Pre-Sales Support [for agency customers]
- Regularly scheduled update calls with account support specialist to discuss campaign setup and strategy
- Campaign setup and strategy
- QA campaign setup prior to launch
- Monitor campaign performance and pacing
- Providing optimization tips & recommendations
- Providing web-based training

Customer Responsibility:

- Campaign setup, launch and management
- Monitor campaign reporting and discuss optimization recommendations
- Implement optimizations and changes as needed
- Attend regularly scheduled update calls with Zemanta account support specialist
- Identify Users and Primary campaign manager for Customer

Features and services in addition to those specified above may be made available from time to time and are subject to additional charges. Additional fees may also apply relating to Customer contracted exchange seat and data provider integrations as well as maintenance.

EXHIBIT B – THIRD PARTY TERMS

Zemanta Seats

If Customer uses one or more of Zemanta Seats, then Customer shall pay Zemanta for all inventory purchased through each such Seat. Zemanta will submit a monthly consolidated invoice for all such activity.

Customer will be issued a credit limit (it being acknowledged that Customer's initial credit limit will be stated on the Order Form). To determine the credit limit the Customer will be required to provide such information as vendor references, bank references, financial statements (audited if available) and other related information as necessary. The credit limit will represent the Customer's maximum allowable outstanding accounts receivable balance owed to Zemanta. The Customer will be approved to purchase media using Zemanta Seats and incur Platform Fees (as per cover page, herein) up to the stated credit limit through the use of the Zemanta Platform. In the event that the Customer has reached the stated credit limit and wishes to incur additional Platform Fees or purchase media, the Customer will need to submit a Request for Emergency Credit Form (Form) to Zemanta finance for approval. The Form will include campaign details and the reason for being over the limit and approval of this request will be in Zemanta sole discretion. Zemanta has the right, but not the obligation to review advertising campaigns running on the Zemanta Platform to ensure compliance with the terms and conditions of this Agreement and with Zemanta Supplier Terms and reserves the right, acting reasonably and in good faith, to pause an advertising campaign in the event of an issue relating to creative non-compliance with this Agreement or improper use of the Zemanta Platform. If a campaign is paused, Zemanta will promptly notify the Customer.

3rd Party Data ("3PD")

Customer may choose to license third party data ("*3PD*") through Zemanta to be deployed on its campaigns managed through the Zemanta Platform. Zemanta will provide Customer final pricing, tracking, and monthly billing for the use of 3PD. Customer will be liable for the additional cost of 3PD whether it is purchased through Zemanta or directly by the Customer.

Customer agrees to be bound by all terms and conditions applicable to the 3PD and releases Zemanta from all liability with respect to the use of 3PD. Zemanta makes no representations or warranties concerning the 3PD or the use of the 3PD and disclaims all warranties relating thereto including without limitation any and all implied warranties of merchantability, accuracy, results of use, reliability or fitness for a particular purpose. Zemanta represents however that it will not utilize any provider that does not represent and warrant that its data (i) does not violate any Applicable Law, rules or regulations; and (ii) does not infringe on title or misappropriate the intellectual property rights of any third party.

Other Third Party Services

Customer may choose to use other third-party services in connection with its use of the Platform Services ("*TPS*"). Examples of TPS

include viewability tracking, consumer research, semantic analysis, etc.). Zemanta will provide Customer final pricing, tracking, and monthly billing for the use of TPS. Customer will be liable for the additional cost of the TPS whether it is purchased through Zemanta or directly by the Customer.

Customer agrees to be bound by all terms and conditions applicable to the TPS and Customer releases Zemanta from all liability with respect to the use of TPS. Zemanta makes no representations or warranties concerning the use of TPS and disclaims all warranties relating thereto including without limitation any and all implied warranties of merchantability, accuracy, results of use, reliability or fitness for a particular purpose. Zemanta represents however that it will not utilize any third-party service provider that does not represent and warrant that its services (i) does not violate any Applicable Law, rules or regulations, and (ii) does not infringe on title or misappropriate the intellectual property rights of any third party.