

EXHIBIT A

TERMS AND CONDITIONS

1. **Incorporation into Order.** These Terms together with the applicable Order to which these Terms are referenced constitute the entire agreement (the “**Agreement**”) between AdQuick and Client.
2. **Delivery of Promotions.** Subject to Client’s compliance with the terms of this Agreement, AdQuick shall display each promotion (collectively, the “**Promotions**”) set forth on the Order on the designated unit during the designated and permissible display period, subject to the earlier termination of this Agreement. The unit designated in the Order for a Promotion is subject to availability by the applicable Third Party Vendor (as defined below). Client acknowledges and agrees that if a unit for a Promotion becomes unavailable during the designated and permissible display period, AdQuick may, at its sole discretion, amend the Order with Client’s consent or display the Promotion in a similar unit.
3. **Promotional Material.** Client shall deliver to AdQuick all material/content required by AdQuick (in the format requested by AdQuick) (the “**Promotional Material**”) at least ten (10) days prior to the applicable Projected Start Date for such Promotional Material. Client shall cooperate with AdQuick to conform the Promotional Materials to any technical specifications required by AdQuick. The Promotional Material must comply in all respects with (a) AdQuick’s Content Guidelines, as may be provided and amended by AdQuick from time to time, and (b) any content guidelines, as may be provided and amended by applicable Third Party Vendors from time to time (collectively, the “**Guidelines**”). AdQuick shall have the right to remove any Promotion at any time without prior notice to the Client if it determines such Promotion violates the terms of this Agreement, the Guidelines or any applicable law. Client represents and warrants that no Promotional Material will (a) infringe or violate any right of any third party, including without limitation, copyrights, trademark rights, and rights of privacy, publicity or freedom from defamation, or (b) violate any governmental law, rule or regulation, including without limitation, laws relating to obscenity.
4. **Third Party Vendors.** Client acknowledges and agrees that all sites, billboards or locations displaying the Promotions (the “**Display Sites**”) are owned, maintained and controlled by third parties (“**Third Party Vendors**”). If any action or inaction by a Third Party Vendor affects the Display Sites or the placement of the Promotions, AdQuick will notify Client and will use commercially reasonable efforts to work with Client to display the Promotions in a comparable place.
5. **Publicity.** AdQuick may use and reference Client’s name, logos, marks and the customer relationship under this Agreement in its promotional and marketing materials and activities.
6. **Payment.** After the physical or electronic signing of the Order, AdQuick will invoice the Client the amount listed next to “Total Amount Due.” Payment due net 30 from receipt of invoice. Client shall be responsible for all taxes in connection with the services provided under this Agreement (excluding taxes based on AdQuick’s net income). Should AdQuick fail to display the Promotions in accordance with this Agreement due to Client’s failure to timely provide the Promotional Material or failure to comply with the Guidelines, Client shall remain liable for the full amount indicated on the Order and such promotions shall be deemed delivered.
7. **Term; Termination.** Subject to earlier termination as provided below, this Agreement shall commence on the Effective Date and terminate on the date all the Promotions specified on the Order have been delivered. Either party may terminate this Agreement upon thirty (30) days’ prior written notice if the other party has materially breached any of the material terms and conditions of this Agreement and has failed to cure such breach within thirty (30) days of its receipt of written notice describing such breach. Section 3 through 11 shall survive expiration or termination of this Agreement.
8. **Disclaimer.** In no event shall AdQuick be liable for any delay or failure to perform its obligations under this Agreement arising out of or caused by circumstances outside of its reasonable control, including, without limitation, fire, flood, earthquake,

force of nature, explosion, or any other Act of God, or any law, proclamation, regulation, ordinance, or other act or order of any court, government or government agency, or any action or inaction by a Third Party Vendor. ADQUICK MAKES NO REPRESENTATION, WARRANTIES OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY ADQUICK WEBSITE, THE DISPLAY SITES OR THE SERVICES IT PROVIDES HEREUNDER, OR THE FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR OTHER WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ADQUICK DOES NOT WARRANT OR GUARANTEE THAT ANY ADQUICK WEBSITE, THE DISPLAY SITES OR ITS SERVICES OR OPERATION THEREOF WILL BE UNINTERRUPTED OR WILL MEET COMPANY'S REQUIREMENTS.

9. **Indemnification.** Client shall indemnify, defend and hold harmless AdQuick and its affiliated companies and their respective directors, officers, employees and agents from and against all claims, actions, liabilities, losses, expenses, damages and costs (including without limitation, reasonable attorneys' fees) that may at any time be incurred by any of them relating to or arising in connection with the Promotions and/or the Promotional Material. AdQuick will have the right to participate in the defense of any such claim and/or to be represented by counsel of its own choosing.
10. **Limitation of Liability.** NOTWITHSTANDING ANYTHING ELSE HEREIN, ADQUICK SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME OR GOODWILL, THE REMOVAL OF ANY PROMOTIONS, OR ANY DELAY IN DISPLAYING OR THE FAILURE TO DISPLAY PROMOTIONS, EVEN IF AWARE OF THE POSSIBILITY OF SUCH

DAMAGES. IN NO EVENT SHALL ADQUICK'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY COMPANY TO ADQUICK FOR THE PROMOTIONS WHICH ARE THE BASIS OF LIABILITY.

11. **General Provisions.** AdQuick may assign this Agreement or delegate any of its duties under this Agreement without Client's consent. Client may not assign this Agreement or any of its rights or delegate any of its duties under this Agreement without AdQuick's prior written consent. All notices, demands and other communication hereunder must be in writing or by written telecommunications and shall be deemed to have been duly given: (a) if mailed by certified mail, postage prepaid, on the date three (3) days from the date of mailing, (b) if delivered by overnight courier, when received by the addressee or if sent by confirmed telecommunication, one (1) business day following receipt by the addressee at the addresses set forth on the Order, or such other address as either party may specify in writing. In the event that any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall be limited to the minimum extent necessary; the remaining provisions shall remain in full force and effect. This Agreement contains the entire understanding of the parties with respect to the transactions and matters contemplated hereby, supersedes all previous communications, understanding and agreements (whether oral or written), and cannot be amended except by a writing signed by both parties. Any additional or conflicting conditions, printed or otherwise, appearing on any orders, copy instructions or other documents shall be of no effect. This Agreement shall be construed in accordance with the laws of the State of California without regard to its conflict of law principles, and the parties consent to the exclusive jurisdiction of the state and federal courts located in Los Angeles, California.