

SERVICE SUPPLEMENT
LIQUIDPIXELS

1. LiquidPixels Services - Description. Edgecast grants to Customer a non-exclusive, non-transferable, non-sublicensable, worldwide right to access and use the LiquidPixels Services and LP Technology as defined herein and provided by Edgecast's supplier, LiquidPixels, Inc. ("LP").

2. Definitions.

2.1. "LP Services" means the dynamic imaging features provided by LP including: (a) Dynamic Imaging Essential, powered by LiquidPixels, (b) Dynamic Imaging Advanced, powered by LiquidPixels, (c) Images, (d) Data Transfer and/or (e) Storage.

2.2. "LP Technology" means the software and other technology provided via the LP Services, including any enhancements, improvements, modifications and derivative works to any of the foregoing.

2.3. "Order Form" means the Customer Order Form provided by LP to Customer to initiate the LP Services.

2.4. For purposes of the LiquidPixels Service Supplement "Customer Content" shall also include the digital assets and data provided to LP.

3. Payment. Edgecast shall submit invoices (electronically or otherwise) to Customer for amounts due under a SO or SOW. Payment is due within 30 days of invoice date. For each credit/debit card chargeback decided in Edgecast's favor, Edgecast may invoice Customer a \$25.00 charge to recover costs and pursue any other remedies available herein. Customer shall pay to Edgecast all fees or charges incurred on Customer's account in full, as set forth in this Agreement and any SO or SOW, without set-off, withholding or deduction by Customer. Edgecast shall provide notice to Customer of rate changes to the LP Services. The new rates shall be effective on the date set forth in the notice.

4. Invoicing. Edgecast shall invoice Customer (1) quarterly in advance for monthly recurring charges for LP Services ("MRC") or monthly in advance for MRCs and all set-up or other non-recurring charges (each an "NRC") if Customer has pre-authorized automatic payments via credit card; and (2) monthly in arrears for charges for use of LP Services that exceed the applicable MRCs ("**Overages**"), as set forth in the applicable SO or SOW. Edgecast shall begin invoicing Customer as of the Service Start Date, including if Edgecast cannot begin timely delivery of LP Services for any reason caused by Customer. Edgecast shall pro-rate Customer's invoice in the first month, if the Service Start Date does not coincide with the start of a calendar month. All fees or charges shall be invoiced and payable in United States dollars, unless otherwise mutually agreed in writing.

5. Data, Content.

5.1. Solely in connection with Customer's use of the LP Services, LP will collect certain Customer Content and maintain that Customer Content on its database. All Customer Content and rights therein shall remain the property of Customer.

5.2. Customer shall have sole responsibility for all Customer Content, and LP shall not be liable for the deletion or failure to store any Customer Content. Customer should maintain original files and backup files of Customer Content.

6. Account Numbers, User I.D. Codes and Passwords. For each account Customer will be assigned an account number to be used for billing purposes. User ID codes and associated passwords will be assigned to Customer and/or Customer's employees whom Customer notifies LP in writing are authorized to access the Services (a "User"). Customer and their respective employees may gain on-line

access, via secure point-to-point connections, to the LP Services by utilizing their User ID codes and passwords. If a User becomes ineligible to access the system by virtue of the termination of such User's employment or for any other reason, Customer shall (i) promptly notify LP of such termination; and (ii) terminate such employee's User ID code and password. Neither LP nor Edgecast shall be responsible for access to the LP Services utilizing User ID codes and passwords. User ID codes and passwords may be changed in the sole discretion of LP at any time.

7. Certifications By Customer. Customer expressly agrees and acknowledges the following on behalf of itself:

7.1. The LP Services are designed to operate over standard HTTP protocols. Access to the LP Services' administrative Interface, requires the use of Firefox 26, Safari 7.0.1, Chrome 32, or Opera 18, or newer. Customer acknowledges it is solely responsible to procure and maintain a sufficient computer system with appropriate hardware, software, and Internet connectivity to access the LP Services. The LP Services will be operated only by authorized employees of Customer who have received sufficient training in the use and operation thereof and who are aware of the limitations and other provisions contained in this Agreement. Customer agrees to (i) take all measures to prevent unauthorized access and use of the LP Services by any person other than authorized and designated operators, (ii) to establish, and enforce policies whereby its employees are forbidden to access the Services except as provided for herein, (iii) provide LP with a single point of contact for the purposes of support and account management, and (iv) to provide and maintain for LP a current, exhaustive list of personnel authorized to access the LP Services.

7.2. Each attempt by a User to access the LP Services shall constitute a reaffirmation of the certifications and agreements set forth in this Service Supplement.

7.3. The LP Services and all proprietary rights and intellectual property rights relating to the LP Services are the sole and exclusive property of LP, and Customer shall not have any interest therein nor claim thereto. Customer expressly acknowledges and agrees that LP is and shall remain the exclusive owner of the LP Services and all source code, object code, machine language, software, and all intellectual property rights, patent rights, trademarks, copyrights and trade secrets therein and associated therewith, and as may be associated with any other business owned or operated by LP or its principals.

8. Termination.

8.1. Customer's right to use the LP Services may be terminated at any time in the event Customer breaches any material provision of the Agreement, and such breach is not cured within thirty (30) days following receipt of written notice of such breach from LP or Edgecast, describing the alleged breach in reasonable detail. The termination right provided in this Section is not exclusive of any remedies to which Edgecast may otherwise be entitled in law or in equity in the event of a breach of the Agreement by Customer.

8.2. If Edgecast determines that, for any reason, it shall no longer be able to provide the LP Services or LP Technology, Edgecast may terminate or suspend this Service Supplement without further obligation, upon 30 days' notice to Customer.

8.3. If Customer terminates LP Services without cause or if Edgecast terminates the LP Services for cause, then Customer shall be invoiced and shall pay to Edgecast an amount equal to (i) Customer's MRCs for LP Services multiplied by the number of months remaining in the term of the applicable Order Form, SO or SOW and (ii) Customer's average monthly Overages multiplied by the number of months remaining in the term of the applicable Order Form, SO or SOW.

9. Indemnification. Customer shall indemnify, defend and hold LP harmless from and against any violation by Customer of its obligations set forth in this Service Supplement and shall reimburse LP for all of its reasonable legal fees and expenses related thereto.

10. Publicity. Customer shall not, without LP's express prior consent, issue press releases or other public communications regarding the LP Services or LP Technology. Customer shall not, without Edgecast's express prior consent, issue press releases or other public communications regarding the relationship with Edgecast's suppliers.

11. Third-Party Beneficiary. LP shall be deemed a third-party beneficiary solely for purposes of pursuing any rights and remedies directly against Customer.