JEENG - Monetization Pricing Schedule

1. **Terms**: Publisher RevShare will be equal to 30% of the Revenue generated from ads pushed through Jeeng which shall not include any opens and clicks described in “Click Fraud” below. Revenue shall mean revenues actually paid to PowerInbox for ad units in Publisher properties minus fees which may include the total amount of credit card processing fees, bad debt, charge-backs, deductions, reversals, or credits and refunds to advertisers. Publisher will not be liable for any additional monthly fees to the extent PowerInbox’s RevShare is higher than 50% of the equivalent list Monthly Subscription Fee, before discounts.

2. **Minimum Ads Requirement**: During the Term, each Publisher user shall send a minimum of 1 (one) ad every day to each subscribed user, with an additional 1 (one) ad to each user to the extent Publisher sends 3 messages or more.

3. **Payment Terms**: Payments will be made 60 days after the close of the previous month. Company shall make the payment based on the information in its system. The Publisher shall provide the appropriate forms for the remittance of funds (e.g., w-9 forms) and register as a vendor per Company’s requirements for allowing payments under this agreement. Balances under $50 will be carried forward to the subsequent month.

4. **Click Fraud**: Opens and clicks that are incentivized or generated from automated bots or other mechanized systems designed to emulate human traffic shall be filtered by Company and not counted toward gross revenue.

5. **Term and Termination**: This Monetization Pricing Schedule shall become valid on the Effective Date and shall remain in effect for a period of one (1) year and automatically renewed for consecutive periods of one (1) year. Either party shall have the right to terminate the Terms: (i) in the event that the other party is in material breach of these Terms and has failed within 30 days after receipt of written notice thereof from the non-breaching party to cure such breach or to pursue any and all corrective action with respect to any material breach that cannot be reasonably corrected within such period; (ii) with a 30 days prior notice before each renewal date; or (iii) if either party becomes the subject of any voluntary or involuntary bankruptcy, receivership or any other insolvency proceedings or makes an assignment or other arrangement for the benefits of its creditors. Upon the termination or expiration of these Terms for any reason, Client shall: (a) cease using the Product and all payments due hereunder to PowerInbox shall be accelerated; (b) promptly remove (return or destroy), any copies of the Product and shall return to PowerInbox any hardware to the extent provided by PowerInbox, Documentation, Confidential Information and all copies thereof; and (c) upon PowerInbox’s request, Client shall certify in writing to PowerInbox its compliance with the terms of this Section 12.