

ONLINE ADVERTISING AGREEMENT

THIS ONLINE ADVERTISING AGREEMENT ("Agreement") is made and entered into (today's date) _____ by and between Applied Research Associates, a New Mexico corporation having offices at 4300 San Mateo Blvd. NE, Suite A-220. Albuquerque, NM 87110, ("ARA") and (your name) _____, residing at (your address) _____, (your phone number) _____, (your email address) _____, OR (your business name) _____, a (your state) _____ (your business type) _____, having offices at (your business address) _____, (your business phone number) _____, (your business email address) _____, ("Client"), for the purpose of placing advertisements on ARA's smartphone application ("StrikeRing"). Collectively ARA and Client may also be referred to as the "Parties" or individually as the "Party."

RECITALS:

ARA (may also be referred to as "We", "Us" or "Our") and Client (may also be referred to as "You" or "Your"). We are in the business of delivering digital tools for players, businesses, and other participants in paintball, airsoft, MilSim, and other similar sports. As part of this business, We have space on StrikeRing for banner ads. If You want to advertise Your business to Our customers, or let Our customers know the latest news about Your group activities, We have space on StrikeRing. The website for this app is located at <https://www.ara.com/strikering/> (the "Website"). The StrikeRing app currently includes the following type of content:

- Real-time mapping and navigation for individuals and teams,
- Mission planning and coordination with team members,
- Augmented reality-assisted visualization for improved situational awareness,
- Chat messaging between team members,
- Banner ads on the app dashboard, including messages from StrikeRing, and ARA's other customers.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, You and ARA agree as follows:

ARTICLE 1 - ADVERTISING SCOPE & SERVICES:

We will host on Our servers, and publish and display on Our StrikeRing app, Your advertisements listed in Table A (the "Advertisements") for the period of time and the payment terms described below. If You wish to remove the Advertisements from StrikeRing before the expiration date You entered in Table A, You are required to let ARA know by sending ARA a written notice to remove Your advertisement from

StrikeRing. Note, if You terminate early, before the expiration date in Table A, We are not obligated to, and We will not, send You a refund of any fees You paid.

Table A:

Type of Advertisement	Description	Run Dates	Price
StrikeRing Banner Ad	An advertisement composed of elements supplied by You: A text header label, brief text copy, an image, and a URL to your website. StrikeRing app users see the header, copy, and image, and click through the image to go to Your website.	91 days (approximately 3 months)	\$300

ARTICLE 2 - PAYMENT TERMS:

You are responsible for paying ARA the full payment for the Advertisement(s) listed on Table A above, before ARA will post the ads on StrikeRing. All fees are due and payable prior to the run date of the Advertisement. Note, that fees are due as follows:

At least ten (10) business days prior to the scheduled start of the Advertisement. Fees are only payable through the ARA Store checkout process.

If fees are paid in a different manner, any fees left unpaid five (5) days past their due date, ARA reserves the right to suspend publishing and displaying all Advertisements on StrikeRing, without any refund to You. ARA, at its sole and exclusive discretion, may also choose to terminate this Agreement.

ARTICLE 3 - YOUR DELIVERY & RESPONSIBILITIES:

A. **DELIVERY:** You are responsible for delivering all advertising content (the "Content") to the following email address: sedproductsgroup@ara.com (the "Contact Point").

You are responsible for delivering your content to ARA no later than 10 days prior to the requested start date for your Advertisement ("Cutoff Date") listed in Table A appearing on ARA's StrikeRing app. This is required to make sure the material you provide is free of viruses, malware, worms or any other invasive/destructive code and the content you provide meets community and ARA's standards. If you do not deliver your Content by the Cutoff Date, ARA will not be liable or responsible for any resulting delay in ARA

placing Your Advertisement on ARA's StrikeRing app and beginning to display Your Advertisement. If there will be a delay to the date Your Advertisement begins to be displayed on ARA's StrikeRing app, You and ARA may discuss in writing, via email, what new run dates are available for the Advertisement. However, ARA may decide, in ARA's sole and exclusive discretion, to limit the scheduled run time of the Advertisement due to late delivery of Content.

B. CONTENT REQUIREMENTS: You are solely responsible for providing your Content to ARA, in the format required by ARA. Advertisements produced under this Agreement will conform to ARA's existing editorial voice and style. ARA must individually approve all Content for Advertisements and is not bound to approve any individual piece of Content. ARA is not liable for any Advertisement or portion of any Advertisement which ARA believes does not conform to the required criteria.

C. ERRORS: Errors and omissions in Content are Your sole and exclusive responsibility. You will immediately notify ARA of any error or omission in your Content, and ARA will act within a reasonable amount of time to correct such error or omission.

ARA may reject, remove, or modify any Advertisement, in ARA's sole and exclusive discretion and is under no obligation to approve any Content submitted. Any Content which is modified by ARA will be submitted to You for Your final approval. If you and ARA are not able to come to agreement on the Content of any Advertisement within thirty (30) days of ARA's initial receipt of the Content from you, ARA may finally reject the Content and it will not be displayed on StrikeRing.

ARTICLE 4 - MODIFICATION AND CANCELATION REQUESTS:

A. MODIFICATION: You may request modification of the Content via a letter or email to ARA. ARA is not obligated to modify any Content or Advertisement, but requests to do so will not be unreasonably denied. Such adjustments may be subject to additional fees.

B. CANCELATION: You may request cancellation of an existing Advertisement via a letter or email to ARA. Such request must be received prior to any work being completed by ARA on such Advertisement. For any request for cancellation made after ARA has begun work on the Advertisement, you will not be entitled to a refund of any money you paid for that Advertisement.

ARTICLE 5 - INTELLECTUAL PROPERTY:

A. WARRANT AND REPRESENT: You warrant and represent to ARA and unconditionally guarantee that all Content you submit to ARA for your Advertisements is solely and exclusively your intellectual property, there are no liens or encumbrances on the Content, and you have the right to authorize (license) ARA to use, display and publish the Content on the Internet on ARA's StrikeRing app. You represent and

warrant that the materials contained in your Content will not violate the intellectual property rights of any third party. This means the materials you included in your Content are individually and in combination with each other:

- (i) Freely available to the public; or
- (ii) You have secured written permission from copyright owners to: (1) publish copyright owner's material as part of your Advertisement, and (2) display and publish your Advertisement with copyright owner's material on ARA's StrikeRing app or any website (Client will provide ARA with a copy of the written permission).

Material as used herein includes video or still images of printed materials, (e.g. artwork on album covers, posters, murals on walls, statues, including statues located in public spaces, iconic buildings, paintings, photographs, a business' logo(s), organization's logos, team logo(s), native symbols, painted imagery on cars (lowriders), a still image from a movie, drawings, etc.);

- (iii) Client has secured written permission from any persons who appear in its advertisements to use, display and publish their images and sounds on the StrikeRing app; and
- (iv) Client has secured written permission from property owners of buildings or interior spaces in buildings, and facilities to place images of their property on ARA's StrikeRing app.

Client warrants, represents and unconditionally guarantees that all Content is not defamatory, discriminatory, violent, or obscene, does not constitute false advertising, solicit unlawful behavior, or violate any applicable laws, rules, or regulations and that Client has the unencumbered right to sell the products and/or services shown and identified in the Advertisements.

B. INDEMNIFICATION: Should any Content be **(i)** adjudicated to be infringing, defamatory, discriminatory, violent, obscene, false advertising, or any other violation of applicable law, rules, or regulations by a competent court of law or judiciary authority, including a neutral mediator or arbitrator; or **(ii)** questioned as infringing by a letter or notice from a purported rightsholder, Client will specifically defend, indemnify and hold harmless ARA, including all of ARA's employees, contractors, agents, and assigns, from all legal claims and demands, including attorney's fees, which may arise from or relate to any infringement claim by any third party. Such indemnification includes the cost of responding to any such rightsholder and all costs involved in removing the Advertisements. Furthermore, such indemnification shall specifically include the payment of ARA's actual attorney's fees in defending any such action. Client agrees that ARA shall be able to select its own legal counsel and may participate in its own defense, if ARA so wishes.

C. LICENSE: Client grants to ARA a limited, non-exclusive, non-transferable, non-assignable, royalty-free, worldwide license to use any Content for the limited purposes of producing and running Client's Advertisements on ARA's StrikeRing app.

The license granted through this Agreement will automatically terminate at the termination of this Agreement.

ARTICLE 6 - TERM & TERMINATION:

A. TERM: The Agreement shall be in effect as of the Effective Date and will terminate on the last day your Advertisement is displayed, unless earlier terminated as provided herein.

B. TERMINATION FOR CAUSE: The Parties may each terminate this Agreement for material breach of any of its terms, immediately and without notice. Such material breach includes, but is not limited to, Client's failure to pay fees due, failure to provide written permission from copyright owner of right to use, publish, display copyrighted work on ARA's StrikeRing app.

This Agreement will also immediately terminate, without notice, upon the liquidation, dissolution or discontinuance of the business of either Party in any manner, the filing of any petition by or against the ARA or Client under federal or state bankruptcy or insolvency laws, if any Party is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the other Party, or is guilty of serious misconduct in connection with its performance under this Agreement.

If ARA terminates this Agreement for material breach, ARA will not be under any obligation to continue running any Advertisements for Client.

C. TERMINATION FOR CONVENIENCE: Client may terminate this Agreement at any time, for any reason, but all fees owed will be pro-rated based on ARA's completed work up to the point of cancelation. ARA is the sole and exclusive Party responsible for determining such work and pro-rated amount, but Client may request a record of work if desired. Termination notice must be received in writing by ARA, but no specific advance notice is required.

ARA may terminate this Agreement at any time, for any reason, by providing written notice to Client. No specific advance notice is required. If ARA terminates this Agreement during a period where Advertisements are currently running, ARA will continue running such Advertisements until the agreed-up end date,

D. DELETION OF GRAPHIC FILES: Upon termination for any reason, ARA will delete all graphic files You provided, as well as any copies ARA made to test Your content and to aid in publishing Your Advertisements.

ARTICLE 7 - CONFIDENTIALITY:

Each Party shall, during the Term and for a period of 4 years thereafter, hold in strictest confidence and not use or authorize third parties to use, except for the benefit of the Parties or as required by law, or to disclose to any person, firm, or corporation without

the prior written authorization of the other Party, any Confidential Information. "Confidential Information" means any of the Parties' proprietary information, technical data, trade secrets, finances, know-how, show-how, specifications, including, but not limited to, reports, research, ideas, product plans, products, services, models, materials, prototypes, techniques, customer and/or vendor lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to one Party by the other Party, either directly or indirectly. Each Party may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with the other Party's personnel or authorized representatives or for any other purpose each Party may hereafter authorize in writing. At the request of either Party or at the termination of this Agreement, the other Party must promptly return all copies of Confidential Information received from such Party, and must promptly destroy all other Confidential Information prepared by it in connection with this Agreement, including, without limitation, any notes, reports, or other documents.

ARTICLE 8 - INDEMNITY:

Client shall defend, indemnify and hold harmless ARA (which includes its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns) from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees and disbursements (collectively, the "Claims") that ARA may suffer from or incur, which arise or result primarily from (i) any gross negligence or willful misconduct of the Client arising from or connected with the Client's carrying out of its duties under this Agreement, or (ii) the Client's breach of any of its obligations, agreements, or duties under this Agreement.

ARTICLE 9 - INSURANCE:

Applicable to Businesses: Client is required to maintain insurance as follows:

Client must maintain general liability insurance up to \$1,000,000 in coverage for the duration of the Parties' relationship.

ARTICLE 10 - LIMITATION OF LIABILITY:

The Parties acknowledge and agree that the following provisions are material conditions of this Agreement and reflect a fair allocation of risk between the Parties:

ARA makes no express or implied warranty or representation to Client that operation of StrikeRing will be uninterrupted, have full functionality at all times, or be error-free. ARA will not be liable for consequences resulting from any interruption of service, malfunction, or error.

Except as expressly provided for in this Agreement, ARA makes no warranty, express or implied, and disclaims all implied warranties of merchantability, title, accuracy, integration, and fitness for a particular purpose with respect to StrikeRing.

Except for the indemnification provision listed above, in no event shall either Party be liable under this Agreement to the other Party for any incidental, consequential, indirect, special, exemplary or punitive damages, including, but not limited to, lost profits, loss of use, loss of time, inconvenience, lost business opportunities, damage to good will or reputation, and costs of cover, regardless of whether such liability is based on breach of contract, tort, strict liability or otherwise, and even if advised of the possibility of such damages.

Each Party's aggregate liability for any claims relating to this Agreement will be limited to an amount equal to the sum of the amounts paid by Client to ARA hereunder, except for claims relating to infringement and/or misappropriation.

Any claims made pursuant to this section must be made within four (4) years of the incident to which they relate or forever be barred.

Article 11 - GENERAL PROVISIONS:

A. GOVERNING LAW: This Agreement shall be governed in all respects by the laws of New Mexico and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts in the State of New Mexico. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. The venue for any disputes permitted under this Agreement is the following county: Bernalillo County.

B. LANGUAGE: All communications made or notices given pursuant to this agreement shall be in the English language.

C. ASSIGNMENT: Neither this Agreement, nor the rights granted hereunder, may be assigned, sold, leased or otherwise transferred in whole or part by either Party.

D. AMENDMENTS: This Agreement may only be amended by a writing signed by duly authorized representatives of each Party.

E. NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

F. SEVERABILITY: If any provision or term of this Agreement is held to be illegal, unenforceable, or in conflict with any law or regulation of any government having jurisdiction over this Agreement, the validity of the remaining portions of this Agreement shall not be affected thereby, and this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

G. HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

H. COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective on the Effective Date written above.

I. FORCE MAJEURE: ARA is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, pandemics and other acts which may be due to unforeseen circumstances.

J. NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail, airmail, or e-mail, to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out above or other email address as that Party may from time to time notify to the other Party in accordance with this clause. Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air mail), or next working day after sending (in the case of e-mail). In giving notice it shall be sufficient to prove that the notice was delivered, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged, as the case may be.

K. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior or contemporaneous communications, agreements, and understandings, whether written or oral, between the Parties with respect to the subject matter herein.

Signature		Date	
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