

AMENDED AND RESTATED DIGITAL ADVERTISING SALES REPRESENTATIVE
AGREEMENT

This Amended and Restated Digital Advertising Sales Representative Agreement is made as of January 17, 2014, by and between Crackle, Inc., a Delaware corporation, with its principal place of business at 10202 W. Washington Blvd., Culver City, CA 90232 (‘Cracklé’) and TubeMogul, Inc., a California corporation, with its principal place of business at 1250 53rd Street, Suite 1, Emeryville, CA 94608 (‘Sales Representative’).

RECITALS

WHEREAS, the parties entered into that certain Digital Advertising Sales Representative Agreement dated as of March 28, 2013, and hereby desire to amend and restate such agreement;

WHEREAS, Crackle operates the audio-video distribution website www.crackle.com and a distribution network that includes content delivery to personal computer, mobile, tablet, over-the-top-television devices, and other Internet connected devices;

WHEREAS, Sales Representative sells digital advertising on behalf of third parties; and

WHEREAS, Crackle desires to engage Sales Representative to sell digital advertising in the Territory for display on the Crackle Properties.

NOW THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. Definitions.

1.1 ‘Agreement’ means this Amended and Restated Digital Advertising Sales Representative Agreement and any Exhibits attached hereto.

1.2 ‘Confidential Information’ has the meaning given in Section 7.1.

1.3 ‘CPM’ means cost per thousand impressions.

1.4 ‘Cracklé’ has the meaning given in the preamble of this Agreement.

1.5 ‘Crackle Properties’ means those certain Crackle branded properties designated by Crackle from time to time, and delivered to personal computer, mobile, tablet, over-the-top-television devices, and other designated Internet connected devices; provided that from November 15, 2013 through the remainder of the Term, Crackle Properties subject to this agreement will only include those delivered to personal computers and over-the-top-television devices.

1.6 ‘Disclosing Party’ has the meaning given in Section 7.1.

1.7 ‘Effective Date’ means March 28, 2013.

1.8 'Graphical Ads' means online graphical media, interactive media, rich media and video advertisements, including, without limitation, display advertisements, banner advertisements, interstitials, clickable media, and advertorials.

1.9 'Impressions' means the number of Graphical Ad impression opportunities for the Crackle Properties.

1.10 'Month' means each calendar month, or portion thereof, during the Term.

1.11 'Monthly Impressions' means the number of Impressions delivered on Crackle Properties and made available to Sales Representative hereunder in a given Month.

1.12 'Monthly Impression Cap' means (a) 1.75 million Impressions delivered on personal computers, and (b) 1.75 million Impressions delivered on over-the-top-television devices, per month.

1.13 'Receiving Party' has the meaning given in Section 7.1.

1.14 'Sales Representative' has the meaning given in the preamble of this Agreement.

1.15 'Term' has the meaning given in Section 6.1.

1.16 'Territory' means Australia. The parties may add territories during the Term by mutual written approval of such territories.

1.17 'User Data' means non-personally identifiable data collected by Crackle or by Sales Representative from or about users of any of the Crackle Properties and/or from advertisers in connection with users' interactions with Graphical Ads displayed on the Crackle Properties, including data relating to the display, delivery and performance of advertising on the Crackle Properties.

2. Responsibilities of Sales Representative.

2.1 Appointment. Crackle hereby appoints Sales Representative as its third-party representative to market and sell Graphical Ads for display on the Crackle Properties to users located in the Territory during the Term. Crackle reserves the right to use up to fifteen percent (15%) of the inventory for display of house advertisements. Sales Representative will use its commercially reasonable efforts to solicit and sell Graphical Ads on the Crackle Properties, and to maximize the rates therefor. Sales Representative may include Crackle as part of a bundle of entertainment sites representing various audience packages or site categories in its sales efforts. Sales Representative will not provide advertisers with any guaranteed placement on the Crackle Properties, or in any particular placement within the Crackle Properties or in connection with any specific show or feature film displayed on the Crackle Properties, without Crackle's prior consent. Sales Representative may also sell against the various genres or categories of audio video content on the Crackle Properties, such as action, comedy and horror, as made available to Sales Representative. Sales Representative will undertake its obligations in

accordance with highest industry standards and in compliance with all applicable laws and regulations.

2.2 IAB Standards. Graphical Ads will be made available for sale by Sales Representative in conformance with the Internet Advertising Bureau ("IAB") standards including, with respect to rich media Graphical Ads and video Graphical Ads, the IAB's Rich Media Guidelines and Broadband Ad Creative Guidelines located at <http://www.iab.net/standards/richmedia.asp> and <http://www.iab.net/standards/broadband/index.asp>, the IAB's Digital Video In-Stream Ad Format Guidelines and Best Practices, and the IAB's Display Advertising Creative Format Guidelines, or such other formats and standards as mutually agreed upon between the parties, but at a minimum standards that are representative of market standards for each device or platform. Sales Representative will not sell Graphical Ads for display on the Crackle Properties other than in conformance with such standards and specifications without Crackle's prior written consent.

2.3 Sales Rules.

2.3.1 Cooperation. Sales Representative and Crackle staff or Crackle's designees will each use commercially reasonable efforts to coordinate on a continual basis to manage inventory of ads, type of inventory, insertion order issues, and the like.

2.3.2 Pricing. On a Monthly basis, Sales Representative agrees to pay Crackle (i) \$19.00 U.S. Dollars CPM for Impressions on the Crackle Properties prior to December 1, 2013, and (ii) \$25.00 U.S. Dollars CPM for Impressions on the Crackle Properties on and after December 1, 2013 ("CPM Fees"). Sales Representative may not barter or otherwise exchange Graphical Ads on the Crackle Properties for non-monetary consideration. All video Graphical Ads will be sold on a CPM basis and not a cost-per-action, cost-per-click or other basis unless otherwise approved by Crackle in advance in each instance.

2.3.3 100% Fill Rate. Sales Representative shall pay Crackle the fees set forth in Section 4 of this Agreement for the Crackle Properties based on a one-hundred percent (100%) fill rate of the Monthly Impressions made available hereunder to Sales Representative, up to the Monthly Impression Cap. For the avoidance of doubt, in the event that Sales Representative does not sell all of the Monthly Impressions made available to Sales Representative hereunder, Sales Representative shall nevertheless pay Crackle as if all of such Monthly Impressions had been sold by Sales Representative. Sales Representative will only be obligated to pay for Monthly Impressions actually made available hereunder, if less than the Monthly Impression Cap.

2.3.4 No Impression Commitment; Monthly Impression Cap. For the avoidance of doubt, Crackle shall have no Impression commitment with respect to the Crackle Properties. Sales Representative will have no obligation to pay for unsold Monthly Impressions in excess of the Monthly Impression Cap.

2.3.5 Sales Reporting. Sales Representative will provide sales reports to Crackle or its designees describing (i) by each campaign, on a title-by-title basis, per device, per Territory, and per Crackle Property: the number of impressions sold and impressions delivered,

sold CPM, type of Graphical Ads sold and (ii) summaries of the sell-out percentage, forecast sell-out and such other information as Crackle or its designees may reasonably request. All billings and revenue amounts in such reports will be stated in U.S. Dollars. Such reports will be provided in a form and format mutually agreed by the parties, including via an online, real-time reporting dashboard once available from Sales Representative, and will be provided as frequently as Sales Representative generally provides such reports to its other clients, but no less frequently than on a monthly basis.

2.3.6 Terms and Conditions of Sales. All sales made by Sales Representative will be made through written agreements and/or insertion orders containing terms and conditions that are consistent with the terms and conditions of this Agreement ('Sales Contracts'). Sales Representative will not make any statements, representations or warranties, whether orally or in writing, that are false, misleading or otherwise inconsistent with the terms and conditions of this Agreement. Crackle reserves the right to review any Sales Contracts and approve any marketing or promotional materials utilized by Sales Representative in connection with the sale of Graphical Ads on the Crackle Properties.

2.3.7 Billing and Payment; Make-Goods. Sales Representative will be solely responsible for all billing, collection and administrative matters in connection with its advertisers and will undertake its obligations hereunder at Sales Representative's sole expense. Sales Representative will bill all advertisers based upon Graphical Ads served in such Month and will collect for such billings on a Monthly basis. Sales Representative will be solely responsible, and Crackle will not be liable, for any make-goods, refunds or other liability or obligations due or owed by Sales Representative to its advertisers because of the underperformance or underdelivery of any Graphical Ads on the Crackle Properties.

2.4 Commissions; Equal Incentives. Sales Representative will be solely responsible for commissions paid to its employees or agents in connection with the sale of Graphical Ads displayed on the Crackle Properties. Crackle will have no liability for such sales commissions or any other costs incurred by Sales Representative or its employees or agents in connection with the sale of Graphical Ads. If Sales Representative provides incentives for its ad sales personnel to sell Graphical Ads, it will do so in a manner such that its sales personnel will be at least equally incentivized between selling Graphical Ads on the Crackle Properties and selling Graphical Ads on third-party platforms and/or devices. Without limiting the foregoing, Sales Representative will pay sales commissions for sales of Graphical Ads on the Crackle Properties according to the same structure and level it pays its sales personnel for sales of Graphical Ads of any third-party.

2.5 Technical Integration. Throughout the Term, Crackle and Sales Representative will use their mutual commercially reasonable efforts to ensure, at their sole respective expenses, that their systems and all Graphical Ads sold by Sales Representative for display on the Crackle Properties function properly and interoperate with all ad serving systems and functionality (including, without limitation, ad calls, inventory management, ad insertion, targeting (including geographic, demographic and behavioral targeting methods), rich media solutions and sales management reporting) used by Crackle or its third-party ad serving providers on the Crackle Properties as may be specified by Crackle or such providers during the

Term. Crackle and Sales Representative will each respond to the other within 24 hours regarding technical integration, ad serving and fill rate issues.

2.6 Insurance. Throughout the Term, Sales Representative will comply with the insurance obligations set forth in Exhibit B attached hereto and incorporated herein by this reference.

3. Advertising Restrictions.

3.1 Restricted Advertisers. Sales Representative will not sell Graphical Ads for display on the Crackle Properties in any of the advertising categories listed in Exhibit A or for any of the restricted advertisers listed in Exhibit A, as such Exhibit A may be updated by Crackle from time to time by written notice to Sales Representative.

3.2 Right to Reject. Crackle reserves the right to reject or block the display of any advertisement (a) that Crackle reasonably determines violates Section 3.1, (b) if Crackle receives one or more regulatory inquiries with respect to such advertisement or otherwise determines that such advertisement could expose it to liability under applicable law or regulation or (c) that is inconsistent with the public image, goodwill or reputation of Crackle or its affiliates as determined by Crackle in good faith. Upon notice of rejection by Crackle, Sales Representative will immediately remove such advertisement from the Crackle Properties. In addition, Crackle may also reject or block the display of any advertisement on an individual ad campaign basis by informing Sales Representative via biweekly pipeline or via Crackle provided 'block' lists.

4. Payment. Sales Representative shall pay Crackle the fees for Graphical Ads as set forth below:

4.1 CPM Fees for Graphical Ads. For all Graphical Ads sold by Sales Representative each Month on the Crackle Properties, Sales Representative shall pay Crackle the CPM Fee (as set forth in Section 2.3.2) multiplied by the Monthly Impressions delivered for such applicable Month.

4.2 Payment Reporting. Within thirty (30) days after the end of each Month during the Term, Sales Representative will provide a written report to Crackle describing in reasonable detail the basis on which payment is made. Such reports will at a minimum contain the following information: campaign name, Territory, Sales Contract amount in contract currency, campaign term, period covered by payment, payment amount in contract currency, and payment amount in U.S. Dollars. In the event that Crackle's ad server measurements of Impressions are higher than those measurements produced by Sales Representative by more than 15% over the Month, Sales Representative will facilitate a reconciliation effort between the parties. If the discrepancy cannot be resolved and Sales Representative has made a good faith effort to facilitate the reconciliation effort, the parties agree that Sales Representative and Publisher shall split the difference evenly (*i.e.*, 50/50) for any amounts above the 15% discrepancy. By way of example, if Sales Representative's reports show that Crackle has delivered 1,000,000 Impressions, but Crackle's report shows that Crackle has delivered 1,200,000 Impressions, Crackle shall be paid for 1,025,000 Impressions. The parties agree that in the event

Sales Representative returns a Graphical Ad in response to an Impression delivered by Crackle, but such Graphical Ad is not loaded or otherwise fails to commence playing, Sales Representative shall not be obligated to pay Crackle for such Impression and such Impression shall not be counted towards the Monthly Impression Cap and the parties shall follow the procedures for makegoods set forth in Section 4.2.1 below. Sales Representative and Crackle will make a good faith commercially reasonable effort to resolve the issues causing this circumstance. In the event that this failure occurs on a frequent basis, Crackle may terminate this Agreement upon written notice to Sales Representative.

4.2.1 Makegoods. In the event a Graphical Ad is not loaded or fails to commence playing (the "Under-delivery"), Crackle and Sales Representative will use commercially reasonable efforts to agree upon the conditions of a makegood flight. A makegood flight will occur by running Crackle ads on Sales Representative's properties based on the value of the discrepancy for the Under-delivery. Sales Representative agrees that the media rate applied to the makegood flight shall not be more than the CPM that Sales Representative is providing to Crackle. Sales Representative will use commercially reasonable efforts to fill Impressions throughout a given month up to the Monthly Impression Cap independent of any Under-delivery makegood accrued that month. The ultimate size of any Under-delivery makegood will be determined by the lesser of (i) the Monthly Impression Cap minus the number of Impressions delivered or (ii) the accrued Under-delivery makegood for the month. If no makegood can be agreed upon, Sales Representative shall execute a credit equal to the value of the Under-delivery.

4.3 Payment. Sales Representative shall make all payments under this Section 4 to Crackle within sixty (60) days after the end of each Month. All payments must be made in U.S. Dollars by wire transfer pursuant to the wire transfer instructions set forth below or such other instructions as may be specified by Crackle in writing. For payments received by Sales Representative in any currency other than U.S. dollars, Sales Representative will make payment to Crackle using the average daily exchange rate during the applicable Month as published by a nationally recognized source (e.g., Oanda). All payments required by this Agreement are exclusive of federal, state, local and foreign taxes, VAT, duties, tariffs, levies and similar assessments. All payments made under this Agreement shall be made free and clear of and without deduction or withholding for or on account of any taxes unless such deduction or withholding is required by applicable law, in which case Sales Representative shall (i) withhold the legally required amount from payment, (ii) remit such amount to the applicable taxing authority, and (iii) within 30 days of payment, deliver to Crackle original documentation or a certified copy evidencing such remittance (a "Withholding Tax Receipt"). In the event Sales Representative does not provide a Withholding Tax Receipt in accordance with the preceding sentence, the Sales Representative shall be liable to and shall reimburse Crackle for the withholding taxes deducted from the payment. Crackle may require Sales Representative to pay interest at the rate of one and one half percent (1.5%) per month or the highest legally permissible rate, whichever is lower, on all amounts not paid when due until such amounts are paid in full.

Wire Instructions:

Beneficiary Bank: Bank of America
Bank ABA/Routing: 026009593
SWIFT code: BOFAUS3N

Beneficiary Name: Crackle, Inc.
Beneficiary Account: 1233050404

4.4 Audit. During the Term and for a period of one (1) year thereafter, Crackle will have the right to audit the relevant books and records of Sales Representative upon at least ten (10) days written notice to Sales Representative. Such audits will be conducted during normal business hours. If an audit reveals any underpayment in the amounts properly payable to Crackle, Sales Representative promptly will pay the amount of any such underpayment. Crackle will pay the costs of each audit unless an audit reveals an underpayment of more than 5% for any period, in which event, Sales Representative promptly will reimburse Crackle for its expenses incurred in connection with such audit in addition to the amount of any such underpayment.

5. License to Use Crackle's Trademarks.

5.1 License Grant. During the Term and subject to the restrictions and conditions set forth below, Crackle grants to Sales Representative, a non-exclusive, non-assignable, non-transferable, non-sublicensable, royalty-free license to display Crackle's trademarks, trade names, service marks, service names and Internet domain names (collectively, the "Trademarks") for the sole purpose of selling and promoting the sale of Graphical Ads on the Crackle Properties.

5.2 No Assertions as to Trademarks. Sales Representative will not (a) assert any trademark or other intellectual property or proprietary right in the Trademarks or in any element, derivation, adaptation, variation or name thereof; (b) contest the validity of any of the Trademarks; (c) contest Crackle's or its licensors' ownership of any of the Trademarks; or (d) in any jurisdiction, adopt, use, register, or apply for registration of, whether as a corporate name, trademark, service mark or other indication of origin, or as a domain name, any Trademarks, or any word, symbol or device, or any combination confusingly similar to, or which includes, any of the Trademarks.

5.3 Goodwill in Trademarks. As between Crackle and Sales Representative, any goodwill resulting from Sales Representative's use of any Trademarks will inure to the benefit of Crackle and/or its licensors and will automatically vest in Crackle and/or its licensors upon use by Sales Representative. Sales Representative will not engage in any action it has reason to know that may dilute, diminish, or otherwise damage Crackle's or its licensors' rights and goodwill in the Trademarks.

5.4 Trademark Guidelines. Sales Representative will abide by the trademark quality control guidelines, if any, for Crackle that are provided to Sales Representative during the Term. If Crackle provides any updated guidelines during the Term, Sales Representative will comply with the updated guidelines within a reasonable period of time.

5.5 Ownership of Trademarks. As between Crackle and Sales Representative, all right, title and interest in the Trademarks are exclusively owned by Crackle or its licensors. Crackle grants no rights to the Trademarks except for the limited license granted above. Crackle reserves any rights not expressly granted and disclaims all implied licenses.

6. Term and Termination.

6.1 Term. This Agreement commences on the Effective Date and will continue for a period of twelve (12) months thereafter (the "Initial Term"), unless otherwise terminated in accordance with this Section 6. The parties may renew this Agreement for an additional one (1) year term ("Renewal Term") by mutual written agreement to renew prior to the expiration of the Initial Term. The Initial Term and the Renewal Term shall be referred to herein as the "Term."

6.2 Termination. Either party may terminate this Agreement for the other party's material breach that remains uncured for ten (10) business days following written notice thereof to the other party. Crackle may terminate this Agreement for convenience upon at least thirty (30) days notice to Sales Representative. In the event that Sales Representative has booked Graphical Ads to run on the Crackle Properties prior to receiving notice of termination from Crackle, Sales Representative may serve and bill for such ads, and Sales Representative will pay Crackle the fees due to Crackle on such ads. Once Sales Representative receives notice of termination from Crackle, Sales Representative will not sell Graphical Ads for periods beyond the effective termination date without Crackle's prior written consent.

6.3 Termination for Insolvency. Either party may terminate this Agreement immediately by written notice to the other party if (a) the other party files a petition for bankruptcy or is adjudicated a bankrupt under any applicable bankruptcy law; (b) the other party makes an assignment for the benefit of its creditors or an arrangement for its creditors pursuant to any applicable bankruptcy law; (c) the other party discontinues its business; or (d) a receiver is appointed for the other party or its business.

6.4 Effect of Termination; Survival. Upon any termination or expiration of this Agreement, each party, upon receipt of a written request from the other party hereto, will either deliver to the requesting party, or destroy, within thirty (30) days of receipt of such written request, all copies of any Confidential Information (whether in tangible or electronic form) of the party provided hereunder in its possession or under its control, and will furnish to the requesting party an affidavit signed by an officer of its company certifying that such delivery or destruction has been fully effected. Sections 4, 5.2, 5.3, 5.5, 7, 8.1, 9, 10, 11, and 12 and this Section 6.4 will survive the expiration or termination of this Agreement for any reason.

7. Confidentiality.

7.1 Confidential Information. Either party (the "Receiving Party") may be exposed to or acquire information regarding the business, projects, operations, finances, activities, affairs, research, development, products, technology, technology architecture, business models, business plans, business processes, marketing and sales plans, customers, finances, personnel data, computer hardware and software, computer systems and programs, processing techniques and generated outputs, intellectual property, procurement processes or strategies, suppliers, or customers of the other party (the "Disclosing Party") or its affiliates, directors, officers, employees, agents, suppliers, licensors or clients, including, without limitation, any idea, proposal, plan, procedure, technique, formula, technology, or method of operation

(collectively, "Confidential Information"). Confidential Information will also include, without limitation, the terms and conditions of this Agreement.

7.2 Restrictions. The Receiving Party agrees to hold the Disclosing Party's Confidential Information in strict confidence, to use such information for no purpose other than as necessary for the performance of its obligations and the exercise of its rights in accordance with this Agreement, and to make no disclosure of such information except in accordance with the terms of this Agreement. Each party hereby consents to the disclosure of its Confidential Information to the employees, officers, directors, agents, accountants, attorneys and auditors of the other party who have a need to know such Confidential Information and are subject to an appropriate agreement or obligation that is at least as restrictive as the provisions contained in this Section 7. Sales Representative consents to the disclosure of its Confidential Information to any entity controlling, controlled by or under common control with Crackle; provided that, Crackle will be fully responsible for any action by such entity that would constitute a breach of this Section 7 as if it had been committed by Crackle. Each party further agrees to treat all Confidential Information of the other in the same manner as it treats its own confidential and proprietary information of similar sensitivity, but in no case will the degree of care be less than reasonable care. The Receiving Party will immediately advise the Disclosing Party of any actual or potential violation of the terms of this Section 7.2, and will cooperate with reasonable requests of the Disclosing Party in relation to such violation.

7.3 Exceptions. Notwithstanding the foregoing, each party's confidentiality obligations hereunder will not apply to information which: (a) becomes publicly available without fault of the Receiving Party; (b) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the Disclosing Party; (c) is developed independently by either party without use or reference to the other party's Confidential Information; or (d) is required to be disclosed by law. If either party receives a subpoena or other validly issued judicial process requesting, or is otherwise required by a government agency to disclose, Confidential Information of the Disclosing Party, then the Receiving Party will promptly notify the Disclosing Party in writing of such requirement, and before making any such required disclosure, will reasonably cooperate with the Disclosing Party so that the Disclosing Party may seek confidential treatment or obtain an appropriate protective order to preserve the confidentiality of the Confidential Information.

7.4 Injunctive Relief; Survival of Obligations. Subject to Section 12 hereof, the parties agree that in the event of a breach or threatened breach of this Section 7, the non-breaching party will be entitled to seek equitable relief to protect its interests, including but not limited to preliminary and permanent injunctive relief, as well as money damages, all in accordance with the procedures set forth in Section 12 (Choice of Law; Arbitration). Nothing stated herein will be construed to limit any other remedies available to the parties. All obligations under this Section 7 will survive for three years following the expiration or earlier termination of this Agreement; provided, however, that with respect to trade secret information, the Receiving Party's obligations under this Section will continue indefinitely.

8. User Data.

8.1 Ownership of User Data. As between Crackle and Sales Representative, Crackle owns all User Data. Except for the Permitted Uses described below, Sales Representative has no right, title or interest in the User Data.

8.2 Data Collection. In connection with Graphical Ads, Crackle will permit and enable the placement of Sales Representative's ad beacons and cookies in connection with inventory on the Crackle Properties made available to Sales Representatives, subject to the user opt-out provisions listed below and a user's ability to prevent the use of cookies through browser settings. The collection and sharing of User Data by the parties will comply with all applicable laws and regulations and with the parties' respective privacy policies and terms of service. Sales Representative will not collect, and Crackle will not disclose to Sales Representative, personally identifiable information of users of the Crackle Properties. Sales Representative will collect, store, maintain and use User Data in accordance with security procedures and practices appropriate to the nature of the information.

8.3 Permitted Uses. Sales Representative may use User Data solely to improve, enhance and implement the sale, display and targeting of Graphical Ads on the Crackle Properties (collectively, the "Permitted Uses") and for no other purposes. Without limiting the foregoing, Sales Representative will not use any User Data to sell, display or target advertising on any properties served by Sales Representative other than the Crackle Properties.

8.4 User Opt Out. Crackle will include links within the Crackle Properties (if such property is clickable) to pages that, among other things, (a) inform users of the collection of User Data as contemplated by this Agreement, (b) explain the Permitted Uses, and (c) enable users to opt out of the collection of such User Data. The placement of such links and the text of such pages will be within Crackle's sole discretion. Sales Representative will not collect, and Crackle may take measures to prevent the collection by Sales Representative of, User Data (or any other data) from users of the Crackle Properties who opt out of the collection of User Data.

9. Representations and Warranties.

9.1 General Representations and Warranties. Each party hereto represents and warrants to the other party that: (a) such party has the full right, power and authority to enter into this Agreement on behalf of itself and to undertake to perform the acts required of it hereunder; (b) the execution of this Agreement by such party, and the performance by such party of its binding obligations and duties to the extent set forth hereunder, do not and will not violate any agreement to which it is a party or by which it is otherwise bound; and (c) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its representations, warranties, terms and conditions.

9.2 Additional Representations and Warranties of Sales Representative. Sales Representative represents and warrants that, and will have its advertisers represent and warrant in each of the Sales Contracts that: any advertisements or other content displayed on the Crackle Properties as contemplated in this Agreement do not and will not (a) constitute a libel, slander, or defamation against any person or entity; (b) in any way violate, conflict with, or infringe upon any right of any kind or nature of any person or entity, including without limitation any

copyrights, trademark rights, patent rights, trade secret rights, moral rights, rights of publicity or privacy, or other rights; (c) contain or promote activities generally understood as Internet abuse, including, without limitation, the sending of unsolicited bulk email, spam or sms spam, the use of spyware or other malware, or the use of viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming; (d) contain or promote points, lottery or rewards based ads, or sites that use the ads to generate revenue for users to win points, earn rewards or other incentives, or that otherwise deceptively encourage users to click on the ads; or (e) otherwise cause injury to, or give rise to any claim by, any third party.

9.3 DISCLAIMER. NO PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES MADE BY THE PARTIES IN THIS AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NONINFRINGEMENT, TITLE OR UNINTERRUPTED SERVICE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

10. LIMITATION OF LIABILITY.

10.1 NO CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING, WITHOUT LIMITATION, UNDER ANY CONTRACT, NEGLIGENCE OR OTHER TORT THEORY OF LIABILITY), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Indemnification

11.1 Indemnification by Sales Representative. Sales Representative agrees to indemnify and defend Crackle, its affiliates and its and their employees, officers, directors, representatives and agents and their respective successors and assigns against, and hold each of them free and harmless from, any and all loss, damage, settlement or expense (including reasonable attorneys' fees and expenses), as incurred, resulting from or arising out of any third-party claims (a) that allege facts, which if true, would constitute a breach of any of Sales Representative's representations or warranties made hereunder or (b) that arise from any breach of any obligation of Sales Representative hereunder.

11.2 By Crackle. Crackle agrees to indemnify and defend Sales Representative and its employees, officers, directors, representatives and agents and their respective successors and assigns against, and hold each of them free and harmless from, any and all loss, damage, settlement or expense (including reasonable attorneys' fees and expenses), as incurred, resulting

from or arising out of any third-party claims (a) that allege facts, which if true, would constitute a breach of any of Crackle's representations or warranties made hereunder or (b) that arise from any breach of any obligation of Crackle hereunder.

11.3 Indemnification Procedure. A party seeking indemnification for itself or any other indemnified person or entity entitled to indemnification under this Agreement (an "Indemnified Party") will provide the other party (the "Indemnifying Party") with prompt written notice upon becoming aware of any claim subject to indemnification hereunder and will provide reasonable cooperation to such Indemnifying Party in the defense of the claims. Failure to notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party may have, except to the extent that such failure materially prejudices the Indemnifying Party's legal rights. The Indemnifying Party, at its option, will have sole control of such defense and all negotiations for any settlement or compromise, provided that an Indemnified Party will be entitled to participate in its own defense at its sole expense. Any admission, settlement or compromise will not impose any obligation on the Indemnified Party in any manner without the Indemnified Party's prior written consent.

12. Choice of Law; Arbitration. This Agreement is governed, controlled, interpreted and defined exclusively by and under the laws of the State of California and the United States, without regard to the conflicts of laws provisions thereof. All actions or proceedings arising in connection with, touching upon or relating to this Agreement, the breach thereof and/or the scope of the provisions of this Section (a "Proceeding") shall be submitted to JAMS ("JAMS") for binding arbitration under its Comprehensive Arbitration Rules and Procedures if the matter in dispute is over \$250,000 or under its Streamlined Arbitration Rules and Procedures if the matter in dispute is \$250,000 or less (as applicable, the "Rules") to be held solely in Los Angeles, California, U.S.A., in the English language in accordance with the provisions below.

12.1 Each arbitration shall be conducted by an arbitral tribunal (the "Arbitral Board") consisting of a single arbitrator who shall be mutually agreed upon by the parties. If the parties are unable to agree on an arbitrator, the arbitrator shall be appointed by JAMS. The arbitrator shall be a retired judge with at least ten (10) years experience in commercial matters. The Arbitral Board shall assess the cost, fees and expenses of the arbitration against the losing party, and the prevailing party in any arbitration or legal proceeding relating to this Agreement shall be entitled to all reasonable expenses (including, without limitation, reasonable attorney's fees). Notwithstanding the foregoing, the Arbitral Board may require that such fees be borne in such other manner as the Arbitral Board determines is required in order for this arbitration clause to be enforceable under applicable law. The parties shall be entitled to conduct discovery in accordance with Section 1283.05 of the California Code of Civil Procedure, provided that (a) the Arbitral Board must authorize all such discovery in advance based on findings that the material sought is relevant to the issues in dispute and that the nature and scope of such discovery is reasonable under the circumstances, and (b) discovery shall be limited to depositions and production of documents unless the Arbitral Board finds that another method of discovery (e.g., interrogatories) is the most reasonable and cost efficient method of obtaining the information sought.

12.2 There shall be a record of the proceedings at the arbitration hearing and the Arbitral Board shall issue a Statement of Decision setting forth the factual and legal basis for

the Arbitral Board's decision. If neither party gives written notice requesting an appeal within ten (10) business days after the issuance of the Statement of Decision, the Arbitral Board's decision shall be final and binding as to all matters of substance and procedure, and may be enforced by a petition to the Los Angeles County Superior Court or, in the case of Sales Representative, such other court having jurisdiction over Sales Representative, which may be made ex parte, for confirmation and enforcement of the award. If either party gives written notice requesting an appeal within ten (10) business days after the issuance of the Statement of Decision, the award of the Arbitral Board shall be appealed to three (3) neutral arbitrators (the "Appellate Arbitrators"), each of whom shall have the same qualifications and be selected through the same procedure as the Arbitral Board. The appealing party shall file its appellate brief within thirty (30) days after its written notice requesting the appeal and the other party shall file its brief within thirty (30) days thereafter. The Appellate Arbitrators shall thereupon review the decision of the Arbitral Board applying the same standards of review (and all of the same presumptions) as if the Appellate Arbitrators were a California Court of Appeal reviewing a judgment of the Los Angeles County Superior Court, except that the Appellate Arbitrators shall in all cases issue a final award and shall not remand the matter to the Arbitral Board. The decision of the Appellate Arbitrators shall be final and binding as to all matters of substance and procedure, and may be enforced by a petition to the Los Angeles County Superior Court or, in the case of Sales Representative, such other court having jurisdiction over Sales Representative, which may be made ex parte, for confirmation and enforcement of the award. The party appealing the decision of the Arbitral Board shall pay all costs and expenses of the appeal, including the fees of the Appellate Arbitrators and including the reasonable outside attorneys' fees of the opposing party, unless the decision of the Arbitral Board is reversed, in which event the costs, fees and expenses of the appeal shall be borne as determined by the Appellate Arbitrators.

12.3 Subject to a party's right to appeal pursuant to the above, neither party shall challenge or resist any enforcement action taken by the party in whose favor the Arbitral Board, or if appealed, the Appellate Arbitrators, decided. Each party acknowledges that it is giving up the right to a trial by jury or court. The Arbitral Board shall have the power to enter temporary restraining orders and preliminary and permanent injunctions. Neither party shall be entitled or permitted to commence or maintain any action in a court of law with respect to any matter in dispute until such matter shall have been submitted to arbitration as herein provided and then only for the enforcement of the Arbitral Board's award; provided, however, that prior to the appointment of the Arbitral Board or for remedies beyond the jurisdiction of an arbitrator, at any time, either party may seek pendente lite relief in a court of competent jurisdiction in Los Angeles County, California or, if sought by Crackle, such other court that may have jurisdiction over Sales Representative, without thereby waiving its right to arbitration of the dispute or controversy under this Section. All arbitration proceedings (including proceedings before the Appellate Arbitrators) shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. Notwithstanding anything to the contrary herein, Sales Representative hereby irrevocably waives any right or remedy to seek and/or obtain injunctive or other equitable relief or any order with respect to, and/or to enjoin or restrain or otherwise impair in any manner, the production, distribution, exhibition or other exploitation of any motion picture, production or project related to Crackle, its parents, subsidiaries and affiliates, or the use, publication or dissemination of any advertising in connection with such motion picture, production or project.

The provisions of this Section shall supersede any inconsistent provisions of any prior agreement between the parties.

13. Miscellaneous.

13.1 Press Release. Neither party will make any public announcement or press release regarding this Agreement or the other party's performance under this Agreement without the prior written approval of the other party.

13.2 Waiver and Modification; Remedies. Failure by any party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by both Crackle and Sales Representative. Unless expressly set forth herein, no remedy conferred on either party by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy will be cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of one or more remedies by a party will not constitute a waiver of the right to pursue other available remedies.

13.3 Severability. If for any reason a court of competent jurisdiction or Arbitral Board finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

13.4 Force Majeure. Notwithstanding any provision to the contrary in this Agreement, neither party will be held liable or responsible to the other party nor be deemed to have breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including, but not limited to, fire, floods, failure of communications systems or networks, Internet black out or brown outs, embargoes, war, acts of war, insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, acts of God, acts of terrorism or acts, omissions or delays in acting by any governmental authority or the other party; provided, however, that the party so affected will use reasonable efforts to avoid or remove such causes of nonperformance, and will continue performance hereunder with reasonable promptness whenever such causes are removed. Either party will provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

13.5 Notices. All notices required or permitted under this Agreement will be in writing, will reference this Agreement and will be deemed given: (a) when sent by facsimile and confirmed by registered or certified mail; (b) five business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) one business day after deposit with a commercial overnight carrier, with written verification of receipt. All communications will be sent to the addresses set forth below or to such other address as may be designated by a party by giving written notice to the other parties pursuant to this Section.

If to Crackle: Crackle, Inc.
c/o Sony Pictures Entertainment Inc.
10202 W. Washington Blvd.
Culver City, CA 90232 U.S.A
Facsimile No: (310) 244-2169
Attn: Executive Vice President, Legal Affairs

With a copy to: Sony Pictures Entertainment Inc.
10202 W. Washington Blvd.
Culver City, CA 90232 U.S.A
Facsimile No: + 1 (310) 244-0510
Attn: General Counsel

If to Sales Representative: TubeMogul, Inc.
1250 53rd Street, Suite 1
Emeryville, CA 94608
Facsimile No.: 510.653.0461
Attn: General Counsel

13.6 Assignment. Crackle may assign, delegate, or otherwise transfer this Agreement, or the rights or obligations hereunder, in whole or in part, including the right to receive any payments under this Agreement, (a) to an affiliate controlling, controlled by or under common control with Crackle or (b) to any third party in connection with a merger or acquisition of Crackle or a sale of all or substantially all of its assets. Sales Representative may not assign this Agreement, in whole or in part, nor delegate any of its rights or obligations hereunder, without Crackle's prior written consent. Any assignment without Crackle's prior written consent will be void. For purposes of this Section 13.6, a transaction involving a change in control of a party constitutes an assignment. Subject to the foregoing, this Agreement will benefit and bind the permitted successors and assigns of the parties.

13.7 Relationship of Parties. The parties to this Agreement are independent contractors and nothing in this Agreement contained will be deemed to create a joint venture, or partnership between the parties in this Agreement. Nothing in this Agreement may be construed to give either party the power to direct or control the day-to-day activities of the other party and no party will have any power to create or assume any obligation on behalf of the other party for any purpose whatsoever.

13.8 Interpretation. Any headings contained in this Agreement are for convenience only and will not be employed in interpreting this Agreement. The parties and their respective counsel have negotiated this Agreement. This Agreement will be interpreted fairly in accordance with its terms and conditions and without any strict construction in favor of or against either party. This contract is written in English and, if it is translated into any other language, the English-language version controls.

13.9 Counterparts; Fax Signature. This Agreement may be executed in counterparts, each of which will be deemed an original hereof and all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile signature

by either party and such signature shall be deemed binding for all purposes hereof, without delivery of an original signature being thereafter required.

13.10 Amendment and Restatement of Prior Agreement. Effective upon its execution by each party, this Agreement amends and restates the Digital Advertising Sales Representative Agreement dated as of March 28, 2013 by and between Crackle and Sales Representative in its entirety, unless as modified by this Agreement.

13.11 Entire Agreement. This Agreement, including the exhibits, constitutes the entire agreement between the parties with respect to the subject matter to this Agreement, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

14. House Ads. To the extent Sales Representative has unsold inventory in the Territory, Sales Representative agrees in good faith to use commercially reasonable efforts to run Graphical Ads promoting Crackle Properties on up to [20]% of such unsold inventory during the remaining Term.

15. Agreement Regarding Past Discrepancy. The parties have determined that an Impression measurement discrepancy exists over the Monthly periods of April through November 2013, for which period Crackle measured Impressions delivered worth an aggregate of \$316,743.43 and Sales Representative measured Impressions delivered worth an aggregate of \$68,498.10. The parties agree that the resulting discrepancy, in the aggregate amount of \$248,245.33, will be split 50/50 and Sales Representative will thus pay the following amounts to Crackle with respect to such time period, on or before December 15, 2013:

15.1 \$68,498.10 for Graphical Ads sold by Sales Representative according to its measurement; and

15.2 \$124,122.67 representing 50% of the mutually acknowledged discrepancy.

Crackle and Sales Representative agree that such payments by Sales Representative are in full satisfaction of Sales Representative's payment obligation to Crackle hereunder for the period of April through October, 2013. Notwithstanding the foregoing, nothing in this Agreement shall be deemed a waiver of any rights or remedies of Crackle, all of which are hereby expressly reserved.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

“CRACKLE”

“SALES REPRESENTATIVE”

CRACKLE, INC.

TUBEMOGUL, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

RESTRICTED AD CATEGORIES

1. Restricted Ad Categories and Guidelines.

A. Alcoholic Beverages: Crackle will accept advertising for alcoholic beverages as long as it meets country-specific guidelines.

B. Gambling: Any advertisement promoting any form of gambling or casino play (a) may not depict actual money; and (b) may promote a Web site only if and to the extent such Web site does not permit actual gambling and/or link to a site at which actual gambling may be conducted. Scheduling restrictions may occur.

C. Contests or Sweepstakes: Any advertisement promoting any contest or sweepstakes must be submitted to Crackle together with all applicable contest and/or sweepstakes rules.

D. Motion Pictures: Any advertisement promoting a motion picture must adhere to local rules—for example, US advertising must include a visual graphic indicating the MPAA rating for the film. Advertisements promoting motion pictures rated something equivalent to the MPAA NC-17 rating will be considered on a case-by-case basis, and, if accepted, will likely be subject to scheduling restrictions at Crackle's discretion. Motion pictures rated something equivalent to R and those Not Yet Rated will be restricted to content where we reasonably believe the majority of viewers are expected to be at least 17 years old or older.

E. Video Games: Any advertisement promoting a video game must adhere to local rules—for example, US advertising must include a visual graphic of and audio reference to the ESRB rating for the game. Advertisements promoting video games rated AO and/or Not Yet Rated are subject to review prior to air, and if accepted, will likely be subject to scheduling restrictions at Crackle's discretion.

F. Competitive Advertising: Crackle will accept competitive advertising on a case-by-case basis; provided that Sales Representative shall at all times have the right to include advertisements for any product or service of Crackle, without exception.

G. Strictly Prohibited Categories: Crackle will not accept any advertisements promoting pornography, tobacco products, illegal drugs, premium rate phone numbers and/or firearms.

H. Additional Policies: Without limitation of any of the foregoing, Sales Representative will not sell Graphical Ads in violation of any of Crackle's additional advertising standards and policies as communicated in writing to Sales Representative from time to time.

EXHIBIT B

INSURANCE REQUIRMENTS

1. Sales Representative shall, at its own expense, procure and maintain the following insurance coverage for the benefit and protection of Crackle and Sales Representative, which insurance coverage shall be maintained in full force and effect until all obligations under this Agreement are completed:

1.1 A Commercial General Liability Insurance Policy with a limit of not less than \$3 million per occurrence and \$3 million in the aggregate, including Contractual Liability.

1.2 Professional Liability to include MultiMedia Errors & Omissions Insurance with limits of not less than \$1 million for each occurrence and \$3 million in the aggregate.

(An Umbrella or Following Form Excess Liability Insurance Policy will be acceptable to achieve the liability limits required in clauses 1.1 and 1.2 above)

2. The policies referenced in the foregoing clauses 1.1 and 1.2 shall name Crackle, Inc., its parent(s), subsidiaries, licensees, successors, related and affiliated companies, and its officers, directors, employees, agents, representatives and assigns as an additional insured by endorsement and shall contain a Severability of Interest Clause. All of the above referenced policies shall be primary insurance in place and stead of any insurance maintained by Crackle. Sales Representative's insurance companies shall be licensed to do business in the state(s) or country(ies) where services are to be performed for Crackle and will have an A.M. Best Guide Rating of at least A:VII or better. Sales Representative is solely responsible for all deductibles and/or self insured retentions under their policies.

3. Sales Representative agrees to deliver to Crackle upon execution of this Agreement Certificates of Insurance and endorsements evidencing the insurance coverage herein required. Each such Certificate of Insurance and endorsement shall be signed by an authorized agent or insurance underwriter of the applicable insurance company, shall provide that not less than thirty (30) days prior written notice of cancellation is to be given to Crackle prior to cancellation or non-renewal, and shall state that such insurance policies are primary and non-contributing to any insurance maintained by Crackle.