

Duration Media- RealVu License Cooperation Agreement

This agreement ("Agreement") is originally made this 24th day of September 2018 (the "Effective Date") by and between, Duration Media LLC, a Delaware LLC, located at 79354 Cetrino, LA Quinta, CA 92253, ("Duration"), and RealVu Inc and Rich Media Club LLC collectively (RVC) 1590 Hanover Dr, Salt Lake City Utah 84103, USA, ("RealVu" Rich Media Club LLC" RMC"). Duration and RVC are each referred to herein from time to time as a "Party" and collectively as the "Parties"). In consideration of the mutual promises and obligations herein made and undertaken, and intending to be legally bound, the Parties hereby agree as follows:

COOPERATION and LICENSE

Viewable Content Rendering Control System and Method. Duration and RVC shall cooperate to screen all Ad spaces for viewability, where publisher is willing to use the RealVu technology, giving the Duration clients access to buying only in-view ad spaces. (RVC IP"). Duration will have the ability to track with third party verification in view ad spaces that are highly likely to convert into viewable impressions as defined by the MRC. Defined in Exhibit A (the "Service"). Duration shall have operational control of their current platform and RealVu will have control of the viewable technology used for the screening of the ad units offered for sale.

REALVU'S RESPONSIBILITIES

Viewability Technology. RVC shall work with Duration to integrate the Rich Media Club LLC IP with the Duration Platform to allow Duration to screen ad spaces purchased in real time for viewability leading to a high conversion rate into viewable impressions.

Marketing. Duration will be primarily responsible for marketing with RealVu making commercially reasonable efforts to market and promote the Combined Viewable technology during the Term within mutually agreed upon territories (the "Territory") to potential customers. (Allowing Duration to use the RealVu name/logo in their own Web Site to describe the product)

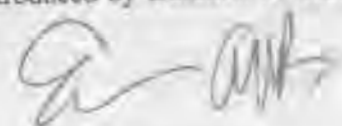
Demand Partners. Duration will be responsible for demand with RealVu making commercially reasonable efforts to introduce demand partners who have contacted RealVu with interest in buying prescreened highly viewable ad spaces only.

Supply Partners. Duration will be responsible for accessing the Ad spaces for RealVu to screen and report on viewability.

Support and SLA. RealVu will provide support to Duration for any problems relating to the Services supplied under this agreement pertaining to viewability products. In the case of a down time in service of more than one day in a 30-day time period RealVu will pro-rate the minimum monthly fee based on the time the service was not available.

No Representations. RealVu agrees that unless it receives Duration's prior written consent, it will not make any representations, warranties or guarantees with respect to the specifications, features or functional capabilities of the Duration Platform except to the extent that such representations, warranties or guarantees are contained within this Agreement or the documentation and/or marketing materials for the Duration Platform provided by Duration. Duration will not make any claims that screening of spaces before the space is sold is equivalent to a viewable impression which is MRC accredited. The screening of Ad spaces in Real Time is not accredited by the MRC. Verification after the ad creative has rendered on the page is MRC accredited for viewable impressions. This process takes place after the space is sold. Selling an in-view ad space does not insure 100% conversion into a viewable impression but leads to a very high viewable impression rate. (Viewable impression definition 50% of ad pixels in view for 1 Second)

Customer and Opportunity. RealVu agrees that it will allow Duration to request that a Business Development Fee be paid for named and accepted Customer opportunities introduced by Duration to RealVu. Duration



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will email the completed Exhibit D, Schedule A with the prospective Customer name to RealVu. RealVu will have 10 business days to reject or accept the request in writing automatically accepting a Biz dev partner if RV doesn't respond within 10 days. The Business Development Fee will be 15% of net receipts received and accrued by RealVu during the Term from invoices to Customer for RealVu software licenses. RealVu is under no obligation to accept any business development deals brought by Duration.

- **Activities:** Duration to assist RealVu, at RealVu's request, with sales and marketing activities in relation to the Business Opportunity with the Customer.

- RealVu will have 100% negotiating and licensing control. Any deals that may be presented by either Duration or target customer directly to RealVu must be approved in writing by RealVu. Duration may not bind RealVu to any agreement with target customer unless approved by RealVu.

- Duration activities will include, but not be limited to:

- Engaging in the recommendation and promotion of RealVu's software products to prospective customer.

- Assist in arranging meetings and calls with customer as approved by RealVu.

- Assisting and advising on customer opportunities.

- Coordinating joint strategy, planning, and sales initiatives which are current and planned against this customer.

- Conducting pre-analysis with the potential customer as part of the overall sales effort

- Engaging in joint marketing of RealVu's software products to the target customer.

Term: Payments will be paid based on the term of the 1st license agreement, but no longer than 3 years in total from the beginning of the 1st license term.

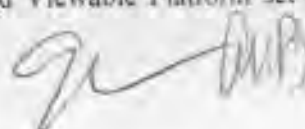
Payment Terms and Protocol:

- RealVu shall pay the Partner the fees due within seven (7) business days after receipt of payment from the Customer in the currency agreed to in license.

- RealVu agrees that unless it receives Duration's prior written consent, it will not make any representations, warranties or guarantees with respect to the specifications, features or functional capabilities of the Duration Platform except to the extent that such representations, warranties or guarantees are contained within this Agreement or the documentation and/or marketing materials for the Duration Platform provided by Duration. Duration will not make any claims that screening of spaces before the space is sold is equivalent to a viewable impression which is MRC accredited. The screening of Ad spaces in Real Time is not accredited by the MRC. Verification after the ad creative has rendered on the page is MRC accredited for viewable impressions. This process takes place after the space is sold. Selling an in-view ad space does not insure 100% conversion into a viewable impression but leads to a very high viewable impression rate. (Viewable impression definition 50% of ad pixels in view for 1 Second)

Duration RESPONSIBILITIES

- **Services.** During the term of this Agreement, Duration shall integrate RealVu viewability code into the Publisher page or combine the code with your Duration Ad Tag deployed by the Publisher. Duration will be responsible for operations providing the set-up/implementation services needed by Customers, as are necessary for the Customers and engage in direct communication with the Customers to facilitate the Combined Viewable Platform set-up and launch.



RealVu will have no responsibility for any Duration costs associated with the operations associated with the combined viewable platform.

- **New Developments.** RealVu shall keep Duration informed about updates, upgrades, enhancements and modifications to the viewability product. Additionally, both parties can recommend changes to the product from time to time and RealVu shall have all rights to make such changes. The RVC IP stands on its own and can only be used under the rights licensed under this agreement.

- **Collection; Payment to RealVu.** During the term of this Agreement, Duration shall be responsible for collecting all fees and charges from the Demand Partners. Within Thirty (30) days of the end of the month in which the relevant transactions occur and the cash is received by Duration, Duration shall pay to RealVu those Fee amounts outlined in this agreement. Collections will be for all media sold from spaces screened by RealVu technology and reported to Duration for potential use in optimization of advertising buys.

- **Support and SLA.** Duration will provide support for Customers for any problems relating to the Services of the Combined Platform and viewability products developed.

- **API.** Duration shall supply RealVu with an API or monthly report on all sales using the RealVu screening. This report will be supplied on a daily basis if thru API interface or in written report form within 5 days of the end of each month during the term of the agreement.

LICENSE TO USE

- **License to Use.** During the term of this Agreement, RVC hereby grant to Duration a non-transferable non-exclusive license to resell the Services in the Territory of the US and Canada and to use the RealVu products in connection with the Combined Viewable product offering. Duration agrees to be bound by RealVu's Terms of Service, located at www.realvu.com/tos and incorporated herein by this reference, and RealVu hereby grants Duration a non-transferable non-exclusive license in the US and Canada to integrate and use the Rich Media Club LLC IP including the Content Rendering Control Patent as well as the RealVu Name needed by Duration to market the product offerings to Customers. The screening of Ad spaces in real time is not accredited by the MRC. The fact is verification is MRC accredited for viewable impressions which takes place after the space is sold. Selling an in-view ad space does not insure 100% conversion into a viewable impression but does insure high viewable impression % when measured by third party verification. (50% of ad pixels in view for 1 Second) Duration may request the use of the RealVu license for an individual publisher outside of the agreed territory. RealVu will have 5 business days to accept or reject the request for license. In order to license a total new territory RealVu and Duration will have to enter into a new License Cooperation Agreement.

- **Mutual Bankruptcy.** RealVu and Duration acknowledge that this Agreement (including any Statements of Work) will be subject to Section 365(n) of Title 11, United States Code (the "Bankruptcy Code"). Both parties acknowledge that if either becomes, a debtor in possession or a trustee in bankruptcy in a case under the Bankruptcy Code, rejects the Agreement, Both Parties may elect to retain its rights under this Agreement as provided in Section 365(n) of the Bankruptcy Code. Upon written request of either party of the bankruptcy trustee, Duration/RVC or such bankruptcy trustee will not interfere with the rights of either party as provided in this Agreement. This is a mutual benefit to each party. RealVu and Duration will negotiate, in good faith, an escrow arrangement for the RealVu source code in the event of bankruptcy.

FEES

- **License Fees.** Shall consist of a minimum against a percentage of Gross Monthly Sales whichever is greater.

- **"Minimum Annual Fee Paid Monthly"** \$120,000 annual fee Paid monthly in \$10,000.00 installments (screening a maximum of 10 billion in view ad spaces per month).

- **"Monthly Fee Percentage" (2.5%)** shall be defined as "Total Gross Revenue" generated from Duration Media ad space sales purchased on the Duration Platform multiplied by 2.5%. example (1000 ads sold by Duration @ \$1 cpm RealVu receives .025 cents)



Payment Terms: Duration will pay to RealVu the monthly minimum fee at the signing of this agreement and additional monthly minimum fees on the 1st of the month thereafter. RealVu's percentage fees will be paid no later than 60 days after the end of the month in which the screenings take place. All monies to be paid in U.S. Dollars. All monies to be wired to RealVu at [Bank Information]: Banking Information: Bank: «City National Bank of Florida» Address: «436 Collins Ave, Miami Beach, FL 33139» ABA or Swift #: «066004367» Account #: «1304392866»

• Audit Right. Duration shall keep and maintain current, complete and accurate books and records as are necessary and material to determine such party's compliance with its payment obligations under this Agreement. Such books and records shall be kept and maintained in accordance with fair and reasonable accounting principles consistently applied. RVC or its authorized representative shall have the right to retain an independent certified public accountant to audit the books and records of the other Party once per year, at such Party's expense, to determine whether the other Party is in compliance with its payment obligations under this Agreement. If an audit reveals that such Party has been underpaid, such other Party shall immediately pay such Party such underpaid amount plus interest thereon at the rate of one and a half percent (1.5%) per month or, if lower, the highest rate allowed by law. If such underpayment exceeds 5% of the fees due, then, without prejudice to such Party's other rights and remedies, such other Party shall also pay for the cost of the audit. If the audit reveals that such Party has been overpaid, such Party shall provide such other Party a refund. The auditor shall be required to agree to keep confidential all confidential information of such other Party learned during the course of the audit, except as necessary to report to such Party.

• Taxes. Each party will be responsible for the taxes required by law to be paid by it in connection with the revenues received by it hereunder.

• MARKETING ACTIVITIES

• RealVu Trade Name: Duration will have the right to use the RealVu trade names and use of products names in its marketing efforts for the joint product offerings. All use

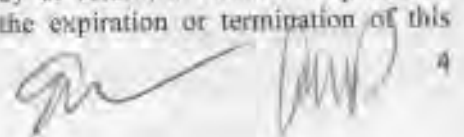
• Trade shows and industry events. The parties will make commercially reasonable efforts to present the joint service and promote it in industry events and trade shows if Duration asks for such assistance they will pay travel expenses and all Trade Show related expenses.

• AGREEMENT TERM; TERMINATION

• Term. The term of this Agreement shall be for a period of One (1) year commencing on the Effective Date ("Initial Term") after which it shall automatically renew for one additional (1) year period beginning immediately following the preceding term ("Renewal Term," and together with the Initial Term, the "Term"). The initial 1 year will automatically renew if the preceding term accounted for at least \$250,000 in actual and accrued but not yet paid fees paid to RealVu.

• Termination. A Party shall have the right to terminate this Agreement immediately upon written notice to the other Party if there is a breach by the other Party of a material obligation hereunder and such breach is not cured within thirty (30) days following the date that the breaching Party receives notice from the non-breaching Party describing with reasonable detail the elements of such breach. In the event that a Customer reverse engineers the RVC IP or otherwise infringes the Services software, RealVu may terminate the Services hereunder for that Customer upon written notice to Duration.

• Effect of Termination. On the expiration or termination of the Term, (i) Duration shall cease the marketing and sale of Services and shall destroy or return to RealVu all marketing materials source code used for the Combined Platform and the Services then in Duration possession or control, and (ii) any and all licenses granted by RealVu to Duration hereunder, including without limitation, Duration right to integrate and use RealVu's viewable technology in any manner shall immediately terminate and Duration shall destroy or return, at RealVu's option, all Confidential Information of RealVu in Duration possession or control. Upon the expiration or termination of this



Agreement, Duration shall not, directly or indirectly (except through RealVu), deal with or offer a RealVu service to any RealVu customer. On Termination RealVu will work with Duration to continue to service existing customers to the end of their existing contracts, which will not include any renewals after the Termination Date.

• **CONFIDENTIAL INFORMATION & NON-DISCLOSURE**

• Confidential Information. "Confidential Information," for the purposes of this Agreement, shall mean any trade secret, technology, invention, product, software program, computer code or instruction, software documentation, hardware design, method, technique, specification, concept, financial or technical data, marketing or business plan and other information delivered or disclosed by one party (the "Disclosing Party") to the other party (the "Recipient") in the course of performing hereunder, or to which the Recipient gains access or is permitted to retain by virtue of this Agreement, provided, that Confidential Information shall not include information supplied to Recipient which (1) is or becomes available to the public other than as a result of disclosure by Recipient or its employees in violation of this Agreement; (2) was known to Recipient prior to the Disclosing Party's disclosure pursuant to this Agreement or prior NDA, as shown by written record, and not otherwise restricted by contract or law; or (3) becomes available to Recipient, as supported by documentary evidence, on a non-confidential basis from a third person or source not restricted by contract or law regarding such information.

• Non-Disclosure. Recipient shall use the same degree of care in safeguarding the Confidential Information as it uses for its own confidential or like information (but in no event less than reasonable care) and shall use the Confidential Information solely for the purposes contemplated in this Agreement. Recipient shall not, without the Disclosing Party's prior written consent, disclose the Confidential Information to any other party (whether or not such other party is acting as an agent or subcontractor for, or otherwise affiliated with, Recipient), provided, however, that any Confidential Information may be disclosed to employees, consultants or subcontractors of Recipient who need to know such information for the purposes contemplated by this Agreement and who are legally or contractually restricted from disclosing the Confidential Information under terms at least as restrictive as those stated herein. Notwithstanding the foregoing, Recipient may disclose the Confidential Information as required by law, provided, however, that Recipient shall immediately notify the Discloser at any time it is served with any legal process seeking, or it becomes obligated to disclose, such information by law or by court order, so that at its expense the Discloser may seek an appropriate protective order. Each Party acknowledges that its breach of this section would cause irreparable injury to the other Party for which monetary damages are not an adequate remedy. Accordingly, a Party will be entitled to seek an injunction or other equitable remedy in the event of such a breach by the other Party.

• **PROPRIETARY RIGHTS**

• Property Rights. Each Party reserves all rights in its respective products and services and nothing in this Agreement shall convey any ownership of a Party's intellectual property rights (including but not limited to patents, copyrights, trademarks trade secrets, or any rights therein) to the other Party.

• Trademark and Trade Name. Duration, during the Term, hereby grants to RealVu the non-exclusive right and license to use the marketing materials and to alter or create new marketing material for distribution subject to RealVu review and approval which approval shall be timely and not unreasonably withheld. Upon RealVu's consent, Duration will be entitled to indicate on the Services "powered by RealVu" or other similar attribution, in a size and location to be mutually agreed by the Parties. Duration has the right to use RealVu's trade name and trademark in its marketing materials, provided that any such usage shall be subject to RealVu's reasonable prior approval. Nothing herein shall create on a Party's behalf any right, title or interest in or to the other Party's trade name or trademark, other than the non-exclusive right and license to use the same in the manner provided herein.

• **WARRANTIES**

• Duration Representations and Warranties. Duration hereby represents and warrants that (a) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not result in any violation of, default under, or conflict with, Duration organizational documents or other governing documents, or any contract or agreement to which Duration is a party or by which it is bound, (b) the Services shall substantially conform to the applicable specifications provided by Duration and attached to this agreement as Exhibit B, and (c) neither the

Services nor use of the same as contemplated by this Agreement shall infringe any United States patent or copyright or any other intellectual property rights of a third party.

- **RealVu Representations & Warranties** RealVu Inc hereby represents and warrants that the execution and delivery of this Agreement and the consummation of the transactions contemplated thereby do not and will not result in any violation of, default under or conflict with RealVu Inc organizational documents or other governing documents, or any contract or agreement to which RealVu Inc is a party or by which it is bound.

- **Rich Media Club LLC Representations and Warranties.** RealVu Inc hereby represents and warrants that the execution and delivery of this Agreement and the consummation of the transactions contemplated thereby do not and will not result in any violation of, default under or conflict with RMC LLC organizational documents or other governing documents, or any contract or agreement to which RMC LLC is bound.

- **INDEMNIFICATION**

- **RealVu Indemnification.** RealVu Inc and RMC LLC shall indemnify and hold Duration, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: any claim arising from the breach or violation by RealVu Inc or RMC LLC of any representations or warranties under this Agreement. Provided that RealVu shall have the right to exercise exclusive control over the defense of any such claim, suit or proceeding, including appeals, negotiations and any settlement or compromise thereof. In the event of a claim for IP infringement against RealVu technology, then RealVu will keep the technology service operational for Duration by paying any fees until the matter is resolved.

- **Duration Indemnification.** Duration shall indemnify and hold RVC, its parent organizations, subsidiaries, End-Customers, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with (i) any breach or violation by Duration of this Agreement, including, without limitation, any representation, warranties, or covenants contained herein, or (ii) any claim alleging that RealVu's license of the Services or End-Customers' use of the Services in accordance with and as expressly permitted under this Agreement infringe or misappropriate any third party's United States patent rights, copyrights, or trademarks; provided that Duration shall have the right to exercise exclusive control over the defense of any such claim, suit or proceeding, including appeals, negotiations and any settlement or compromise thereof.

GENERAL TERMS

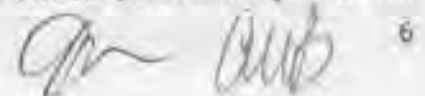
- **Publicity.** The Parties agree that upon signing of this Agreement, the Parties shall cooperate to issue a mutually agreeable press release announcing the Duration product offerings.

- **Entire Agreement.** The Parties hereby acknowledge and agree that this Agreement is the complete and exclusive statement of agreement with reference to the subject matter herein and supersedes all prior or contemporaneous proposals, understandings, representations and/or other communications (oral or written) between the Parties regarding the subject matter hereof.

- **Waiver.** Performance of any obligation required of a party hereunder may be waived only by written waiver signed by a duly authorized officer of the other Party, which waiver shall be effective only with respect to the specific obligation described therein. The waiver of any Party of a breach of any obligation of the other shall not operate as a waiver by either Party of a breach of any obligation of the other and shall not operate as a waiver of any subsequent breach of the same provision or any other provision of this Agreement.

- **Assignment.** This Agreement shall not be assignable by either Party without the prior written consent of the other except for an assignment to: (i) a parent, (ii) an acquirer of assets, or (iii) a successor by merger.

- **Independent Contractors.** The relationship of the Parties under this Agreement is that of licensor and licensee, each to constitute an independent contractor as to the other Party. Each Party, at its sole risk, cost and expense, shall



undertake all financial obligations and expenses associated with its business, including operation of its offices and management of its personnel and activities required by this Agreement.

- Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.
- Force Majeure. Except for the inability to pay financial obligations, neither Party shall be deemed in default of this Agreement or for any loss or resulting damage to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its fault or negligence, including, without limitation, acts of God, acts of civil or military authority, embargoes, strikes, work stoppages, war (declared or undeclared), acts of terrorism, riots, fires, explosions, delays by suppliers, shortages of parts or materials, power failures, or communication line interruptions. Upon any delay described in this section, the time for performance by the party affected by a Force Majeure event shall be extended for a period equal to the time lost by reason of the delay.
- Compliance with Law. Each Party agrees that it shall comply with all applicable U.S federal, state and local laws and regulations in connection with its performance under this Agreement.
- Dispute Resolution. The Parties will use reasonable efforts to resolve any dispute arising out of this Agreement through a meeting of appropriate managers from each Party. If the Parties are unable to resolve the dispute, either Party may escalate the dispute to its executives. If an executive level meeting fails to resolve the dispute within thirty (30) days after escalation, either Party may seek any available legal relief. This provision will not affect either Party's right to seek injunctive or other provisional relief at any time.
- Notices. Any notice, demand or request with respect to this Agreement shall be in writing and sent to the Party at the address stated in the introductory paragraph. A notice shall be deemed to have been received as follows: (i) by personal delivery or email, upon receipt; or (ii) by pre-paid certified mail, return receipt requested, five (5) business days after delivery to the postal authorities by the Party serving notice.
- Headings. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.
- Governing Law. This Agreement shall be governed by the substantive and procedural laws of the State of Utah, excluding any choice of law rules, which may direct the application of the laws of any other jurisdiction. Each Party shall submit to the jurisdiction of, and agrees that venue is proper in, the State of Utah and that any legal proceeding arising out of or relating to this Agreement shall be brought in the State of Utah. Venue shall be Salt Lake City Utah.
- Amendment. No attempted amendment of this Agreement shall be valid unless signed by the Party against whom enforcement thereof is sought.
- Survival. Upon termination or expiration of this Agreement for any reason whatsoever, all Sections and portions of any Section will survive in full force and effect if by its nature, it is intended to survive termination or expiration of this Agreement.
- Counterparts. This Agreement and any Amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.
- Construction. The Parties agree that this Agreement shall not be construed against the drafter of the document because they drafted the document, as they have done so merely for the convenience of the Parties.
- Business Development Fee. Contained in Exhibit C below for one target customer Google. Exhibit D will contain any approved business development deals that may be approved by RealVu in writing.



IN WITNESS WHEREOF, each of the Parties has executed this Agreement by a duly authorized officer.

Duration:

RealVu:

Andrew Batkin

Authorized Signature

Andrew BATKIN

Name

CEO

Title

Brad Krassner

Authorized Signature

Brad Krassner

Name

CEO

Title

EXHIBIT A

Description of Services:

- The Duration viewable SSP using RealVu content rendering control screening will have integrations/connections to purchase Publisher inventory which has been prescreened by RealVu code for viewability. RealVu will not be buying or selling any media or SSP customer ad spaces. RealVu is a viewability technology provider only.

Viewable Bid Enrichment Product description:

- The importance of first and third party viewability data and the role it plays to achieve effective programmatic marketing is undeniable.
- Given the complex challenges around sharing and integrating data in a fragmented and disconnected environment, it is difficult to achieve scale and position viewability data effectively.
- Viewable Bid Enrichment (V.B.E.) represents a new way of introducing this valuable view data into the programmatic ecosystem via the existing RTB pipes or directly working with individual Publishers.
- RealVu through this license for its patented Content Rendering Control technology will enable Duration to bring real-time actionable viewability data to Advertisers creating value for Publishers while going to the next level of efficiency and accuracy via the programmatic ecosystem.

RealVu has tested this business model at scale screening over 1 billion two SSPs and two DSPs. There was no latency in screening for viewability request.

The high level solution design is outlined below:

EXHIBIT B

Duration Description of Service:

Duration Media operates a premium publisher marketplace for buyers, agencies, exchanges, DSP's and brands to transact exclusively on highly viewable impressions.

Duration Media defines highly viewable impressions as follows:

- Highly viewable impressions must meet current MRC, IAB, GroupM, Google AdX and or Dentsu Aegis standards.
- 50% -100% of pixels in view for a minimum of 1 second up to 30 seconds
- Impressions must be engaged with by humans

Duration Media only works with publishers who deploy established, industry accepted viewability technologies.

Duration Media vets all potential site partners for content and brand safety requirements. Participating publisher sites must be invited to join Duration Media's premium publisher marketplace.

Exhibit C

SCHEDULE A
Customer and Opportunity

(1) Target Customer name: Google
(2) Contact Tim Buckley [TEL] _____

Opportunity Project: [Google license of RealVu technology]

Duration has a relationship with Google allowing for the introduction of the RealVu Patented technology known as Content Rendering Control. This CRC technology is being licensed by Duration to determine which ad units are in view prior to sale of the space. The project and opportunity at hand is to introduce the technology to Google to license for use across their publisher network. This would allow Google in real time to determine which ad spaces are in view prior to sale enabling advertisers to buy highly viewable ad spaces for higher CPMs.

Activities: Duration to assist RealVu, at RealVu's request, with sales and marketing activities in relation to the Business Opportunity with the Customer.

RealVu will have 100% negotiating and licensing control. Any deals that may be presented by either Duration or target customer directly to RealVu must be approved in writing by RealVu. Duration may not bind RealVu to any agreement with target customer unless approved by RealVu.

Duration activities will include, but not be limited to:

Engaging in the recommendation and promotion of RealVu's software products to prospective customer.

Assist in arranging meetings and calls with customer as approved by RealVu.

Assisting and advising on customer opportunities.

Coordinating joint strategy, planning, and sales initiatives which are current and planned against this customer.

Conducting pre-analysis with the potential customer as part of the overall sales effort

Engaging in joint marketing of RealVu's software products to the target customer.

Business Development Fee: With respect to sales and license agreements made within a 12-month period from the commencement date of this Agreement and only with respect to sales arising directly from commercial relationships enabled with the customer as a result of this Agreement, the fees shall be 15% of net receipts received and accrued by RealVu during the Term from invoices to Customer for RealVu software licenses.
Payable in the currency marked on invoice to the Customer

Term: Payments will be paid based on the term of the 1st license agreement, but no longer than 3 years in total from the beginning of the 1st license term.

Payment Terms and Protocol:

RealVu shall pay the Partner the fees due within seven (7) business days after receipt of payment from the Customer.

This Exhibit C will be governed and made part of the Duration Media- RealVu License Cooperation Agreement above.

IN WITNESS WHEREOF, each of the Parties has executed this Exhibit by a duly authorized officer.

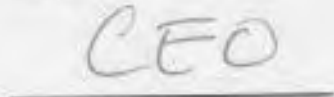
Duration:



Authorized Signature

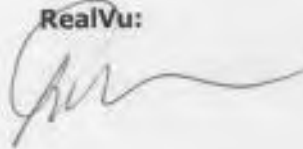


Name

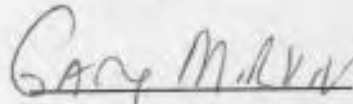


Title

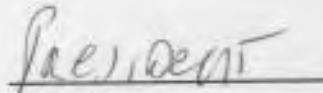
RealVu:



Authorized Signature



Name



Title

Exhibit D

**SCHEDULE A
Customer and Opportunity**

**Requested by Duration Approved or Not Approved by RealVu
Customer and Opportunity**

(3) Target Customer name: XXX
(4) Contact Tim Bluskey [TEL] _____

Opportunity Project: [XXX license of RealVu technology]

Duration has a relationship with XXX allowing for the introduction of the RealVu Patented technology known as Content Rendering Control. This CRC technology is being licensed by Duration to determine which ad units are in view prior to sale of the space. The project and opportunity at hand is to introduce the technology to Google to license for use across their publisher network. This would allow XXX in real time to determine which ad spaces are in view prior to sale enabling advertisers to buy highly viewable ad spaces for higher CPMs.

Activities: Duration to assist RealVu, at RealVu's request, with sales and marketing activities in relation to the Business Opportunity with the Customer.

RealVu will have 100% negotiating and licensing control. Any deals that may be presented by either Duration or target customer directly to RealVu must be approved in writing by RealVu. Duration may not bind RealVu to any agreement with target customer unless approved by RealVu.

Duration activities will include, but not be limited to:

Engaging in the recommendation and promotion of RealVu's software products to prospective customer,

Assist in arranging meetings and calls with customer as approved by RealVu.

Assisting and advising on customer opportunities.

Coordinating joint strategy, planning, and sales initiatives which are current and planned against this customer.

Conducting pre-analysis with the potential customer as part of the overall sales effort

Engaging in joint marketing of RealVu's software products to the target customer.

Business Development Fee: With respect to sales and license agreements made within a 12-month period from the commencement date of this Agreement and only with respect to sales arising directly from commercial relationships enabled with the customer as a result of this Agreement, the fees shall be 15% of net receipts received and accrued by RealVu during the Term from invoices to Customer for RealVu software licenses.

Payable in the currency marked on invoice to the Customer

Term: Payments will be paid based on the term of the 1st license agreement, but no longer than 3 years in total from the beginning of the 1st license term.



Payment Terms and Protocol:

RealVu shall pay the Partner the fees due within seven (7) business days after receipt of payment from the Customer.

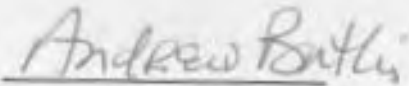
This Exhibit D will be governed and made part of the Duration Media- RealVu License Cooperation Agreement above.

IN WITNESS WHEREOF, each of the Parties has executed this Exhibit by a duly authorized officer.

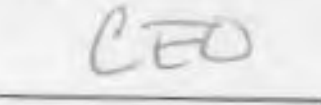
Duration:



Authorized Signature

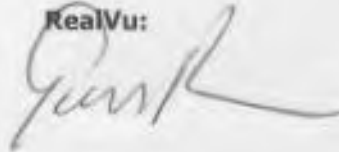


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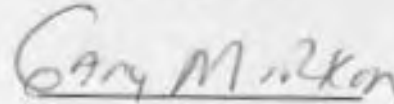


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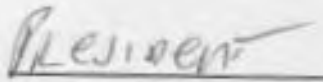
RealVu:



Authorized Signature



Name



Title