

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is made on this 15 day of December 2017, by and between the Q1Media, Inc. and Vexigo, Ltd., as further defined below.

1. **The Parties:** The parties to this Agreement are as follows:

1.01 **Q1Media:** Q1Media, Inc., herein "Q1," means Q1 and any related entities, partnerships, companies, corporations, parents and/or subsidiaries, affiliates, directors, insurance carriers, attorneys, past, present or future members, managers, officers, directors, stockholders, agents, servants, representatives, employees, partners, predecessors, assigns and successors in interest, and all other persons, firms or entities with whom any of the former have been, are now, or may hereafter be affiliated, whether or not specifically named herein; and with respect to any of the aforementioned individuals, his or her heirs, successors, employees, agents, privies, assigns and other similar individuals.

1.02 **Vexigo Ltd.** Vexigo Ltd., herein "Vexigo," means Vexigo and any related entities, partnerships, companies, corporations, parents and/or subsidiaries, affiliates, and directors, insurance carriers and attorneys, past, present or future officers, directors, members, managers, stockholders, agents, servants, representatives, employees, partners, predecessors, assigns and successors in interest, and all other persons, firms or entities with whom any of the former have been, are now, or may hereafter be affiliated, whether or not specifically named herein, and with respect to any of the aforementioned individuals, his or her heirs, successors, employees, agents, privies, assigns and other similar individuals.

1.03 **The Parties:** Q1Media, Inc. and Vexigo Ltd. may each individually be referred to herein as "Party" or collectively as "Parties."

2. **Claim/Scope of Settlement:** The Parties stipulate and agree to the following:

2.01 The "Claim" is herein defined as follows:

Vexigo made a demand for payment to Q1 for media services provided to Q1 for the following amounts: \$640,585.38 for July 2017, \$355,359.28 for August 2017, \$2,588.14 for September 2017, and \$1,299.24 for October 2017. Q1 disputes the invoices and contends that the advertising impressions provided by Vexigo for the following months contained SIVT ("Sophisticated Invalid Traffic"): June 2017, July 2017, and August 2017. Vexigo disputes Q1's assertion of SIVT and contends Q1 did not timely dispute invoices and did not provide proof of such asserted SIVT.

2.02 The Parties have exchanged demand and response letters regarding the Claim through their respective attorneys and have also discussed this matter between their respective executives. The Parties wish to resolve and dispose of the entire controversy and dispute

