

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (hereinafter, the “Agreement”), dated as of July 23, 2019 (the “Effective Date”), is entered into by and between FilmOn.com, Inc. (“FilmOn”), a Delaware corporation, on the one hand, and DoubleVerify, Inc. (“DoubleVerify”), a Delaware corporation, on the other hand. FilmOn and DoubleVerify are each referred to individually as a “Party” and collectively as the “Parties.”

### Recitals:

A. WHEREAS, on October 27, 2014, FilmOn filed a lawsuit against DoubleVerify captioned *FilmOn.com, Inc. v. DoubleVerify, Inc.*, in the Superior Court for the County of Los Angeles (the “Superior Court”), Case No. BC561987 (the “Action”). FilmOn filed an amended complaint on November 24, 2014, alleging causes of action for trade libel, tortious interference with contract, tortious interference with prospective economic advantage, unfair competition, false advertising, slander, and negligence against DoubleVerify arising from statements allegedly made about FilmOn in DoubleVerify reports.

B. WHEREAS, on April 22, 2015, the Superior Court granted DoubleVerify’s anti-SLAPP special motion to strike (the “Motion”) FilmOn’s First Amended Complaint, thereby dismissing the action.

C. WHEREAS, on May 13, 2015, FilmOn appealed the Superior Court’s order granting the Motion. On June 29, 2017, the Court of Appeal for the Second District affirmed the Superior Court’s order granting the Motion (Court of Appeal, Case No. B264074).

D. WHEREAS, on September 4, 2017, FilmOn petitioned the California Supreme Court (the “Supreme Court”) for review, which review the Supreme Court granted on or about November 15, 2017 (Supreme Court, Case No. S244157).

E. WHEREAS, on May 6, 2019, the Supreme Court reversed the Court of Appeal’s decision and reversed the underlying Superior Court ruling granting the Motion. The remittitur issued and the Action was transferred back to the Superior Court on or about June 12, 2019.

F. WHEREAS, in order to avoid the expenses and uncertainty of continuing litigation, the Parties desire to and have reached a resolution of all disputes between them through a dismissal of the Action on the terms set forth in this Agreement.

NOW, THEREFORE, the Parties adopt the foregoing recitals as part of this Agreement and as a statement of their intent, and in consideration of the mutual obligations set forth below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Dismissal of Action.** Within five (5) business days of execution of this Agreement by all Parties, the Parties shall file a joint stipulation and proposed order for dismissal of the Action in its entirety with prejudice in a mutually agreeable form.

2. **Mutual Releases.**

a. Upon execution of this Agreement by all Parties, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, FilmOn, on behalf of itself and its predecessors, successors, assigns, heirs, alter egos, d/b/a's, parents, subsidiaries, divisions, affiliates, partners, owners, members, shareholders, principals, officers, directors, associates, employees, agents, attorneys, advisors, representatives and insurers, and each of them, past and present, hereby irrevocably, unconditionally and completely release and discharge DoubleVerify and its predecessors, successors, assigns, heirs, alter egos, d/b/a's, parents, subsidiaries, divisions, affiliates, partners, owners, members, shareholders, principals, officers, directors, associates, employees, agents, attorneys, advisors, representatives and insurers, and each of them, past and present, from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands of any kind or character, known or unknown, from the beginning of time through and including the Effective Date of this Agreement.

b. Upon execution of this Agreement by all Parties, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, DoubleVerify, on behalf of itself and its predecessors, successors, assigns, heirs, alter egos, d/b/a's, parents, subsidiaries, divisions, affiliates, partners, owners, members, shareholders, principals, officers, directors, associates, employees, agents, attorneys, advisors, representatives and insurers, and each of them, past and present, hereby irrevocably, unconditionally and completely release and discharge FilmOn and its predecessors, successors, assigns, heirs, alter egos, d/b/a's, parents, subsidiaries, divisions, affiliates, partners, owners, members, shareholders, principals, officers, directors, associates, employees, agents, attorneys, advisors, representatives and insurers, and each of them, past and present, from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands of any kind or character, known or unknown, from the beginning of time through and including the Effective Date of this Agreement.

**3. Civil Code 1542 Waiver.** It is the intention of the Parties to extinguish all claims between and among the Parties and, consistent with such intention, the Parties waive and relinquish any and all rights, to the extent permitted by law, under Section 1542 of the California Civil Code, if applicable, or any other applicable similar state law, federal law or principle of common law, which may have the effect of limiting the releases set forth in Paragraph 2 of this Agreement. Section 1542 of the California Code provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

The Parties acknowledge that they may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the subject matter of this Agreement and which, if known or suspected at the time of execution, may have materially affected this settlement. Nevertheless, in making this voluntary express waiver of

rights under Section 1542 of the Civil Code of California (or similar laws of other jurisdictions), the Parties acknowledge that it is their intention to fully and forever settle and release each other from the claims subject to this release, whether known or unknown, and herein release and specifically waive and relinquish any right or benefit which they may have under Civil Code Section 1542 (or any similar law of any other jurisdiction) to the full extent that they may lawfully waive such right or benefit.

The Parties further agree and acknowledge that the Mutual Releases in Section 2 do not release, compromise, or otherwise affect the obligations imposed by this Agreement.

**4. Confidentiality.** This Agreement, and the facts and circumstances underlying its creation, are confidential. The Parties hereby agree and covenant not to disclose to any third party the terms and conditions of this Agreement or its underlying facts or circumstances, except as expressly provided herein or required by law or court order, and to independent auditors, bankers, attorneys, financial institutions and accountants who require the information and who agree to maintain such information on a confidential basis. Notwithstanding the foregoing, any Party may respond to any inquiries from the press or other third parties about this Action by representing that the Parties have settled this Action on mutually agreeable terms which are to remain confidential and the Parties plan to focus on their respective business operations.

**5. Miscellaneous Provisions.**

a. **No Admission of Wrongdoing.** The Parties acknowledge that, by entering into this Agreement, they do not admit any liability or wrongdoing whatsoever.

b. **Integration.** This Agreement sets forth the entire agreement and understanding among the Parties as to the subject matter hereof and supersedes any prior understanding or agreement. This Agreement may be amended, supplemented or modified only by a writing signed by each of the Parties. The Agreement is binding upon and shall inure to the benefit of each Party, and to each of its successors, heirs, or assigns.

c. **Authority.** The Parties hereby respectively represent and warrant that they have the power and authority to execute and deliver this Agreement and to perform their respective obligations hereunder, and that the execution, delivery and performance of this Agreement has been duly and validly authorized. The individuals whose signatures appear below on behalf of each of the Parties, respectively, represent and warrant that they are authorized to execute this Agreement on behalf of each Party, respectively, and that the execution and delivery of this Agreement is a duly authorized and binding act of each of the Parties, respectively.

d. **Governing Law; Venue.** This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of California, without regard to any conflict of law principles. The Parties agree that any dispute related to this Agreement shall be heard in the Superior Courts of California, County of Los Angeles.

e. **Attorneys' Fees.** Each Party hereto agrees to bear its own attorneys' fees and costs incurred up to and including the execution of this Agreement. However, in any action

to enforce the terms of this Agreement, the prevailing Party shall be entitled to an award of its reasonable attorneys' fees.

f. **Severability and Enforceability.** If a court of competent jurisdiction decides that any provision of this Agreement is not enforceable in the manner set forth in this Agreement, the Parties agree that it is their intention that such provision should be enforceable to the maximum extent possible under applicable law, and that such provision shall be reformed to make it enforceable in accordance with the intent of the parties. If any provision of this Agreement is held to be invalid or unenforceable, such invalidation or unenforceability shall not affect the validity or enforceability of the other portions of the Agreement.

g. **Knowing and Voluntary Agreement.** The Parties acknowledge that they have read this Agreement carefully, fully understand the meaning of the terms of this Agreement, and are signing this Agreement of their own volition, knowingly and voluntarily. Each Party acknowledges and agrees that it entered into this Agreement after full and fair negotiations in which each Party was represented by counsel.

h. **Independent Legal Advice.** Each of the Parties agrees that it has received independent legal advice from its attorneys with respect to the rights and asserted rights arising out of the controversies between the Parties relating to the disputes being settled herein. Each of the Parties further agrees that such Party and its counsel have had adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this Agreement, prior to the execution hereof.

i. **Ambiguity; Jointly Drafted.** The Parties agree this Settlement has been jointly drafted by all Parties and their respective counsel; in the event that any terms of this Agreement are found to be ambiguous, such ambiguity shall not be construed against any particular Party.

j. **Headings.** The headings used herein are for organizational purposes and the convenience of the Parties only and have no meaning or other significance in interpreting, applying or enforcing the Agreement.

k. **Execution in Counterparts.** This Agreement may be executed with one or more separate counterparts, each of which, when so executed shall, together, constitute and be one and the same instrument. A fax, electronic and/or scanned PDF signature of a signed counterpart shall be deemed an original and shall have the same force and effect as if it were a signed original.

UNDERSTOOD, AGREED AND ACCEPTED:

FILMON.COM, INC.

DOUBLEVERIFY, INC.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_