

June 18, 2020

To: Bedrock Capital Entrepreneurs Fund II, LP

Re: Investment Rights Side Letter

Ladies and Gentlemen:

This letter agreement (the “**Agreement**”) confirms our understanding that pursuant to and effective as of the purchase by Bedrock Capital Entrepreneurs Fund II, LP and its affiliates (the “**Investor**”) of a Simple Agreement for Future Equity (the “**SAFE**”) issued by Every Media Inc., a Delaware corporation (the “**Company**”), on or about the date hereof, the Investor shall be entitled to the rights set forth herein.

1. Major Investor Status. In the event that (a) the SAFE converts pursuant to the terms thereof into any equity securities of the Company, and (b) the Investor exercises its full Investment Right pursuant to Section 2 below, the Investor shall be deemed to be a “Major Investor” to the extent that such term or similar concept is incorporated into the transaction documents executed along with such conversion, regardless of whether the Investor’s ownership of such equity securities meets the number or percentage threshold set forth in the definition of “Major Investor” or any similar concept in such transaction documents. For the avoidance of doubt, Investor shall be granted equivalent information and preemptive rights (on a proportional basis) to those granted to other “Major Investors”.

2. Investment Right. Investor shall be entitled to purchase its *pro rata* share of the preferred stock to be issued in the financing in which the SAFE converts, or, if the SAFE converts into the Company’s Common Stock (“**Common Stock**”) pursuant to Section 1.3(d) of the SAFE prior to a financing, preferred stock to be issued in the financing following such SAFE conversion, based on Investor’s ownership of the Company’s Total Common Stock (defined below) at the time immediately prior to the issuance of the Company’s preferred stock in such financing. Investor’s *pro rata* share is equal to the ratio of (a) the number of shares of the Company’s capital stock issuable or issued upon conversion of any Simple Agreement for Future Equity held by Investor prior to the financing to (b) the Total Common Stock immediately prior to such financing. For purposes hereof, the term “**Total Common Stock**” shall mean the number of shares of outstanding Common Stock (assuming conversion of all securities convertible into Common Stock, exercise of all outstanding options and warrants to purchase Common Stock, and conversion of any outstanding Simple Agreement for Future Equity and convertible debt, but excluding the shares reserved or authorized for issuance under the Company’s existing equity incentive plan).

3. Management Rights. The Investor shall be entitled to consult with and advise management of the Company on significant business issues, including management’s proposed annual operating plans, and management will meet with the Investor regularly during each year at the Company’s facilities at mutually agreeable times for such consultation and advice and to review progress in achieving said plans. The Investor may examine the books and records of the

Company and inspect its facilities and may request information at reasonable times and intervals concerning the general status of the Company's financial condition and operations, provided that access to highly confidential proprietary information and facilities need not be provided.

If the Investor is not represented on the Company's Board of Directors (the "**Board of Directors**"), the Company shall give a representative of the Investor copies of all notices, minutes, consents and other material that the Company provides to its directors, except that the representative may be excluded from access to any material or portion thereof if the Company believes, upon advice of counsel, that such exclusion is reasonably necessary to preserve the attorney-client privilege, to protect highly confidential proprietary information, or for other similar reasons. Upon reasonable notice and at a scheduled meeting of the Board of Directors or such other time, if any, as the Board of Directors may determine in its sole discretion, such representative may address the Board of Directors with respect to the Investor's concerns regarding significant business issues facing the Company.

The aforementioned rights are intended to satisfy the requirement of management rights for purposes of qualifying Investor's ownership of stock in the Company as a "venture capital investment" for purposes of the Department of Labor "plan asset" regulations, 29 C.F.R. §2510.3- 101, and in the event the aforementioned rights are not satisfactory for such purpose, the Company and Investor shall reasonably cooperate in good faith to agree upon mutually satisfactory management rights that satisfy such regulations.

4. Intentionally Omitted.

5. Confidentiality. The Investor agrees that the Investor (a) will keep confidential, (b) will not disclose, divulge or use for any purpose (other than to monitor its investment in the Company) and (c) will protect to the same degree as it protects its own confidential information any confidential information obtained from the Company pursuant to the terms of this Agreement, unless such confidential information (i) is known or becomes known to the public in general (other than as a result of a breach of this Section 5 by the Investor), (ii) is or has been independently developed or conceived by the Investor without use of the Company's confidential information, or (iii) is or has been made known or disclosed to the Investor by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided, however, that the Investor may disclose confidential information (A) to its attorneys, accountants, consultants and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company, provided that such persons are under a contractual or legal obligation to preserve the confidentiality of such information; (B) to any prospective purchaser of the SAFE or any shares of the Company's capital stock held by the Investor, if such prospective purchaser agrees to be bound by the provisions of this Section 5; (C) to any affiliate, partner, member, stockholder or wholly owned subsidiary of the Investor in the ordinary course of business, provided that the Investor informs such person that such information is confidential and directs such person to maintain the confidentiality of such information; or (D) as may otherwise be required by law, provided that the Investor promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.

6. Amendment. This Agreement may be amended or modified, and the observance of any term may be waived, only with the written consent of the Company and the Investor.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Assignment. Neither this Agreement nor the rights in this Agreement are transferable or assignable, by operation of law or otherwise, by either party without the prior written consent of the other; *provided, however*, that this Agreement and/or its rights may be transferred and assigned without the Company's consent by the Investor to any permitted transferee of the SAFE, which for purposes of this Agreement, shall include any entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this Agreement in whole, without the consent of the Investor, in connection with any permitted transfer of the SAFE.

9. Termination. The rights described in this Agreement shall terminate and be of no further force or effect upon the first to occur of (a) such time as the Investor ceases to hold the SAFE or any of the shares of the Company's capital stock issued upon conversion of the SAFE, (b) the consummation of the sale of the Company's securities pursuant to a registration statement filed by the Company under the Securities Act of 1933, as amended, in connection with a firm-commitment underwritten offering of its securities to the public or (c) the consummation of a merger or consolidation of the Company that is effected (i) for independent business reasons unrelated to extinguishing such rights and (ii) for purposes other than (A) the reincorporation of the Company in a different state or (B) the formation of a holding company that will be owned exclusively by the Company's stockholders and will hold all of the outstanding shares of capital stock of the Company's successor. The confidentiality provisions above will survive any such termination.

[Signature Page Follows]

Very truly yours,

EVERY MEDIA INC.

By: *Dan Shipper*

Name: Dan Shipper

Title: Chief Executive Officer

AGREED AND ACCEPTED:

BEDROCK CAPITAL ENTREPRENEURS FUND II, LP

By: Bedrock Capital II GP, LLC, its general partner

By: _____

Name:

Title:

Very truly yours,

EVERY MEDIA INC.

By: _____

Name: Dan Shipper

Title: Chief Executive Officer

AGREED AND ACCEPTED:

BEDROCK CAPITAL ENTREPRENEURS FUND II, LP

By: Bedrock Capital II GP, LLC, its general partner

By: Eric Stromberg

Name: Eric Stromberg

Title: Manager