

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into this __ day of March 2016, by and between Jessica Emily Sideways ("Plaintiff") and Rocket Jones Interactive, LLC, Jeff Bristol, and Karli Arisman (collectively "Defendants"), each individually a "Party" and collectively referred to as the "Parties."

RECITALS

A. Plaintiff filed a civil action against Defendants on January 4, 2016 in Larimer County District Court, Case Number 16CV000300 (hereafter "Civil Action").

B. On March 2, 2016 Defendants filed a Motion to Dismiss all named Defendants from the Civil Action.

C. In order to allow the parties to resolve their disputes without further resort to the Court, and to dismiss with prejudice the Civil Action, the Parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing, and the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Dismissal of Defendants. No later than two business days after the effective date of this Agreement, Plaintiff shall file a stipulation of dismissal with the Court, dismissing the Defendants with prejudice. Pursuant to C.R.C.P. 41(a)(1)(B), counsel for Defendants is authorized to, and shall sign the foregoing stipulation. A draft stipulation of dismissal is attached hereto and incorporated by reference as Exhibit A.

2. Release of Plaintiff. Defendants, with the intention of binding themselves, their heirs, legal representatives, principals, agents, and assigns, expressly release and discharge Plaintiff, his heirs, and legal representatives, principals, agents, and assigns from all claims, demands, actions, judgments, and executions that Defendants ever had, or now have, or may have, known or unknown, or that anyone claiming through or under them may have, or claim to have against Plaintiff, his heirs, legal representatives, principals, agents and assigns created by, or arising out of, the Civil Action or the allegations contained therein.

3. Release of Defendants. Plaintiff, with the intention of binding herself, her heirs, legal representatives, principals, agents, and assigns, expressly releases and discharges Defendants, their heirs, legal representatives, principals, agents, and assigns from all claims,

demands, actions, judgments, and executions that Plaintiff ever had, or now has, or may have, known or unknown, or that anyone claiming through or under him may have, or claim to have against Defendants, their heirs, legal representatives, principals, agents and assigns created by, or arising out of, the Civil Action or the allegations contained therein.

4. Non-Disparagement. The Parties agree not to disparage, whether publicly or to a party's business contacts, clients, creditors, or other third parties, any of the other Parties or their respective successors, assigns, heirs, employees, officers, clients, contractors, customers, principals, agents, and attorneys. Additionally, the Parties agree to remove all negative online comments regarding the other Parties from Facebook, Twitter, Linked In, Google Plus, Jessicasideways.com, personal blogs, or any other online forum. If asked why comments were removed, the Parties agree to respond to any such inquiry by stating that they are legally bound by an agreement which requires the Parties not to disparage one another.

5. Response to Employment Inquiries. Plaintiff agrees to direct all prospective employers seeking information related to her employment with Rocket Jones Interactive, LLC ("Rocket Jones") to Rocket Jones' HR department. Rocket Jones agrees that in response to any such inquiries, it will provide such prospective employer with Plaintiff's dates of employment, ending salary and position title, and nothing more.

6. Authority to Execute. The Parties agree that they have full right and authority to execute this Agreement and to be bound fully by its terms, and have signed it freely and voluntarily after having satisfactory opportunity to review it, to the extent of their respective desires, with legal and financial counsel. Each of the parties hereto hereby declares that the terms of this Agreement have been completely read and are fully understood and are voluntarily accepted for the purpose of making a full and final compromise settlement between them of all claims, disputed or otherwise, without any admission of fault or liability, and for the express purpose of precluding forever any further or additional claims arising on or before the date of this Agreement.

7. Fees and Costs. The Parties agree that each of them shall bear their own costs and attorneys' fees in connection with the Civil Action and with the preparation and review of this Agreement.

8. No Admission of Liability. It is understood and agreed that this Agreement is not to be construed as an admission of liability on the part of either Party, liability being expressly denied.

9. Entire Agreement. The Parties agree that their entire agreement and understanding as to its subject matter is set forth in this Agreement. The Parties agree that the

signing of this document shall be binding upon them, their heirs and successors in interest, with the exception of Timothy Lee and his heirs and agents, and those holding claims deriving from theirs.

10. Interpretation of Agreement. Because all parties have had ample time to review and consider the terms of this Agreement, no part of this Agreement shall be construed against either party on the basis of authorship.

11. Further Assurances. The Parties agree that they will cooperate in executing all further documents and taking all further actions reasonably necessary to effectuate and carry out the provisions of this Agreement.

12. Severability. Any unenforceable provision of this Agreement shall be deemed modified to the extent necessary to make it enforceable, or if that is not possible, shall be severed from this Agreement, and the remainder of the Agreement enforced to the fullest extent possible.

13. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

14. Counterparts. This Agreement may be executed by two or more counterparts (including original, facsimile, or copies scanned and delivered via e-mail), each of which shall constitute an original, but all of which, when taken together, shall constitute but one agreement. Unless otherwise provided, this Agreement shall be effective when a counterpart, which bears the signature of each party to this Agreement, has been delivered to all other parties to this Agreement.

15. Governing Law and Attorneys' Fees. This Agreement is governed by the laws of the State of Colorado including all matters of construction, validity, performance and enforcement, without giving effect to Colorado's conflicts of law principles. Any action pertaining or otherwise arising out of the terms of this Agreement shall be brought in the District Court for Larimer County, Colorado. The prevailing party in any action for breach of this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

PLAINTIFF

Jessica Sideways

DEFENDANTS

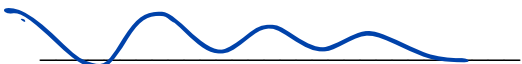


Jeff Bristol



Karl Arisman

Rocket Jones Interactive, LLC



Jeff Bristol, manager