

COMPORIUM MEDIA SERVICES TERMS AND CONDITIONS OF SALE

These COMPORIUM terms and conditions (these “**Standard Terms**”) are entered into and govern the purchase of digital marketing services (“**DM Services**”), Marketing Insights (“**MI Services**”), and online and/or broadcast television advertising campaigns (each a “**Campaign**”) by and between Advertiser (“**Advertiser**”) identified in the Order (the “**Order**”) and Comporium, Inc. and any of its subsidiaries providing services hereunder (collectively “**Seller**”). These Standard Terms, collectively with the Order, are collectively referred to herein as the “**Agreement**.”

1. **Orders.** The details regarding Advertiser’s purchase of DM Services, MI Services, and/or Campaigns (collectively “**Services**”) will be described in the Order. Each Order executed by the parties during the Term of this Agreement will be governed by the terms of this Agreement, regardless of whether these Standard Terms are attached to the Order.

2. **Term.** The term of this Agreement will commence as of the date this Agreement is accepted by Advertiser (as described in Section 16.8. Below) and will continue in effect for the duration of the Term stated in the Order unless and until terminated as set forth herein (“**Term**”). Upon expiration of the Term, this Agreement shall automatically renew for successive terms of one (1) year each (each a “**Renewal Term**”), unless either party provides the other party with written notice of non-renewal at least ninety (90) days prior to the end of the Term or Renewal Term.

3. **Fees/Payment/Taxes.** Fees for Services purchased by Advertiser will be set forth in the Order. Seller’s invoices shall be in accordance with Seller’s records and shall be deemed final with respect to all charges set forth therein. At the end of each calendar month of performance hereunder, Seller will send an invoice to Advertiser along with a statement of the fees and other amounts due to Seller. Advertiser shall remit payment to Seller for the total amount, set forth in an invoice, in full, within thirty (30) days after the date of the invoice, without setoff or withholding of any kind. Payment shall be deemed overdue if any amount remains unpaid thereafter. Any amount payable by Advertiser hereunder which remains unpaid after the due date shall be subject to a late charge equal to the lesser of one and one-half percent (1.5%) per month of the unpaid amount or the maximum interest allowed by law, whichever is lower, from the due date until Seller receives full payment. In the event any federal, state or local taxes are imposed on Advertiser’s use of the Services hereunder, such taxes shall be assumed and paid by Advertiser. If Advertiser fails to timely pay, Seller may either suspend Services or immediately terminate this Agreement. Upon termination of this Agreement all Services, including all ancillary services such as emails, email accounts and domain names, will be terminated and no longer recoverable. No increase or deduction will be made from the charges owed to Seller because the rating or audience share of one or more programs is more, or less than Seller or Advertiser had anticipated or predicted. Advertiser, acknowledges and agrees that the ratings used for the purpose of calculating the price of advertising sold hereunder is only an estimate and that the Seller does not guarantee that the program(s) in which the advertising runs will achieve such ratings. Accordingly, no rebate will be made by Seller if actual program ratings fall below the estimated amounts and no additional consideration will be due and payable by Advertiser if actual program ratings exceed the estimated amount. Seller may increase all Fees for Services provided hereunder upon 30 days advance written notice to Advertiser.

4. Advertising Materials.

4.1. **Content.** Advertiser may, from time to time, provide Seller with advertising materials, including, without limitation, text, keywords, data, video, audio, images, illustrations, graphics, trademarks, service marks, and logos (collectively, “**Advertiser Content**”) for use in connection with Seller’s distribution of the Campaigns purchased hereunder and/or the performance of DM Services. All Advertiser Content will remain the property of Advertiser or Advertiser’s licensors or clients. All expenses related to the delivery of Advertiser Content or other materials to Seller and the return of such materials by Seller (if return is directed in writing by Advertiser) shall be paid by Advertiser, it being understood that digital assets will not be returned.

4.2. **Licenses.** Advertiser hereby grants Seller and its designees a non-exclusive, irrevocable, worldwide, transferable, sub-licensable right and license (i) to use, reproduce, perform, display, distribute, and modify the Advertiser Content (or any portion thereof) via broadcast television and via any of Seller’s digital media property(ies) (“**Digital Properties**”), which may include Seller’s traditional and mobile website(s), tablet or mobile applications, etc., as well as via other digital platforms (e.g., search engines, Advertiser’s social media accounts, etc.) contemplated in connection with any DM Services; (ii) to modify, copy, reformat, broadcast, transmit, retransmit and otherwise manipulate the Advertiser Content in connection with such display; and (iii) to use Advertiser Content in connection with servicing the Campaigns. In addition, in connection with the DM Services, Advertiser hereby grants to Seller a non-exclusive, irrevocable (during the Term), worldwide, transferable, sub-licensable right and license (a) to distribute Advertiser Content through Seller’s network of third party advertising channels or websites, which may include various forms of media, applications, and devices through which Seller distributes advertising; and (b) to list, represent, register, or establish accounts or keywords in connection with providing the DM Services.

4.3. **Clearances.** Advertiser will be responsible, at its own cost and expense, for obtaining all clearances, authorizations, permissions, licenses, and releases (collectively, “**Clearances**”) from third parties necessary to enable Seller to distribute the Advertiser Content under this Section 4, including, without limitation, (i) Clearances for any of the following creative elements appearing in or otherwise displayed via the Advertiser Content: photos, video footage, music (including, without limitation, any synchronization and mechanical licenses), audio tracks, trademarks, service marks, and rights of publicity and other indicia of identity, and (ii) Clearances from any individuals or entities whose trademarks, service marks, other corporate indicia, names, voices, likenesses, and other indicia of identity may appear in any of the Advertiser Content.

4.4. **Advertiser Approval Right.** To the extent that Seller and/or its affiliates are developing any creative or other deliverables on behalf of Advertiser under any Order (“**Deliverables**”), Advertiser will have two (2) days from receipt of any such Deliverable to review and approve the Deliverable. Advertiser must notify Seller in writing of any rejection of the Deliverable within two (2) days after receipt thereof or the Deliverable will be deemed approved by Advertiser. Advertiser will not unreasonably withhold its approval. Only one (1) round of revisions shall be provided unless otherwise agreed by Seller. Additional corrections or modifications will be subject to an additional charge and may result in delays in the Campaign start date.

4.5. **Technical Quality; Typographical Errors; Incorrect Insertions or Omissions.** Seller will not be responsible for any material that is not properly displayed or that cannot be accessed or viewed because the material was not received by Seller in the proper form, in a timely manner, or in an acceptable technical quality for display on the Digital Property(ies). This Agreement cannot be invalidated, and Seller will not be liable for typographical errors, incorrect insertions or incorrect publication or omissions in any Advertiser Content displayed or published pursuant to this Agreement or omitted from broadcast or online publication.

4.6. **Deadlines.** Advertiser will deliver to Seller all applicable Advertiser Content by Seller’s standard deadline (as designated by Seller), in a format suitable for display on the Seller or on the applicable Digital Property(ies), as applicable, via a transmission method mutually agreed upon by the parties. Advertiser shall have the right to change any Campaigns after submission, provided Advertiser submits any such changes to Seller no later than Seller’s

standard deadline (as designated by Seller). Advertiser shall pay all expenses connected with the delivery of the Campaign to Seller. Changes to any Campaigns after first broadcast or publication will result in additional charges, which will be disclosed to Advertiser in advance.

4.7. Submission of Advertising Materials. Unless otherwise agreed to by the parties in writing, Advertiser will provide all creative services and necessary text, data, images, illustrations or graphics and/or other materials with respect to the Campaigns. Advertiser will submit the Advertiser Content in accordance with applicable Seller policies in effect from time to time, including policies regarding artwork specifications, format and submission deadlines.

5. **Ad Serving**. Campaigns to be distributed via the Digital Platforms will be served in accordance with one of the following options:

5.1. By Seller. If Seller will be responsible for serving the digital Campaigns through its own ad servers, then Seller will track delivery of such Campaigns Ads through such servers. The parties agree that Seller's final impression measurements will be used to determine the fees due under this Agreement. Notwithstanding the foregoing, if Advertiser's own impression measurements show a discrepancy of ten percent (10%) or more, then Advertiser will promptly notify Seller and the parties will thereafter meet and discuss in good faith an appropriate resolution, it being understood that Seller may invoice Advertiser for amounts not in dispute while the dispute resolution discussions are ongoing.

5.2. By a Third Party. If a third party ("**Third Party**") will be responsible for serving the digital Campaigns through such Third Party's ad server, and such Third Party will track delivery of such Campaigns through its server and, notwithstanding Section 5.1 above, the Third Party's final audited impression measurements will be used to determine the fees due under this Agreement. If the parties agree to use a Third Party ad server under the terms of this Agreement, Advertiser agrees to provide Seller with a user login name and password to access the Third Party's impression measurements for purposes of verification of such measurements.

5.3. National Ads. Notwithstanding Sections 5.1 and 5.2, for national Campaigns the Advertiser will be responsible for tracking delivery, and Seller will invoice based on Advertiser's tracking metrics for such Campaigns. Advertiser agrees to provide Seller with direct login access to Advertiser's impression measurements for purposes of verification of such measurements.

5.4. Agency Resellers. If Advertiser is an agency and reseller of advertising campaigns, then Advertiser may resell Campaigns provided hereunder solely to its own clients subject to Advertiser's compliance Section 4 and all other requirements under this Agreement. Prior to any resale of any advertising Campaigns provided by Seller, Advertiser shall enter into an resale agreement with its customers, which shall at a minimum be no less restrictive than the terms set forth in this Agreement.

6. **Digital Marketing Services**. Seller may provide certain digital marketing services ("**DM Services**") to Advertiser from time to time. Such DM Services will be described in an Order entered into by the parties pursuant to this Agreement.

6.1. Scope of DM Services. In connection with the DM Services, Seller will create and provide to Advertiser the final versions of Deliverables described in each applicable Order (e.g., advertisements, websites, keywords, business listings, email content, social media posts, etc.). If the parties agree to change any terms contemplated by an Order (e.g., time frames, costs, Deliverables, etc.), the parties will execute a new Order to memorialize such changes and to supersede the prior Order(s).

6.2. Ownership Rights. All Deliverables developed in connection with DM Services and any Campaign will at all times remain the property of Seller. Seller hereby grants to Advertiser a limited, non-exclusive, non-transferable, non-sublicensable license to use and publicly display such Deliverables on Advertiser's own digital properties (including social media services) during the Term. Advertiser may not, without Seller's prior written approval in each instance, (i) authorize the reproduction or use of any such Deliverables in any medium, (ii) use the Deliverables developed in connection with the DM Services in any format other than the format provided by Seller; or (iii) alter or modify any such Deliverables.

6.3. Agency Resellers. Resell of DM Services hereunder is prohibited.

7. **Marketing Insights**. Seller may provide Marketing Insights to Advertiser from time to time. Such Marketing Insights Service will be described in an Order entered into by the parties which shall be subject to the following terms and conditions:

7.1. Nonexclusive License. Seller grants Advertiser a limited, revocable, non-exclusive, non-sublicensable license to install and use a downloadable pixel tag and/or software solely as necessary for Advertiser to use the Marketing Insights service ("MI Service") on Advertiser's Properties. The MI Service consists of the collection of Advertiser Data that is used to develop demographic, geographic, psychographic, and behavioral characteristics of visitors to Advertiser Properties. Seller's right to license the software is derived from a third-party license agreement, and Seller may use third parties to assist Seller in providing the MI Service or otherwise in performing its obligations under this Agreement.

7.2. Advertiser Data. Advertiser hereby grants Seller a non-exclusive worldwide license to Process Advertiser Data and transmit Advertiser Data to third party contractors as necessary to provide Advertiser with the MI Service or as otherwise necessary for Seller to perform its obligations under this Agreement. "Advertiser Data" means the data that Advertiser collects, processes, or stores using the MI Service concerning the characteristics and activities of Users. "Users" means users and/or visitors to Advertiser Properties. "Process" means to take any action or perform any operation or set of operations that the MI Services are capable of taking or performing on Advertiser Data in order to provide the MI Service including to collect, receive, input, upload, download, reproduce, store, organize, compile, index, log, catalog, cross-reference, manage, maintain, display, erase or destroy. In connection with providing the MI Service, Advertiser hereby grants Seller the right to use Device Identifiers from Advertiser Data and other information collected each time a device accesses Advertiser Properties (i.e., user agent string, and time stamp) for the purpose of creating a graph of probabilistic connections between Device Identifiers obtained from multiple sources. "Device Identifier" means any data that is linked to a particular browser or device if that data is not used, or intended to be used, to identify a particular individual, and may include, but is not limited to, unique identifiers associated with browsers or devices, such as cookie identifiers or mobile advertising identifiers, and IP addresses, where such data is not linked or intended to be linked to personally identifiable information. Advertiser acknowledges that (1) the Device Identifiers used to create graphs are obtained from multiple sources; (2) the graphs are not a derivative work or work product of Advertiser; and (3) the graphs will be available to other Seller customers and to the customers of Seller's contractor used to create the graphs. Seller reserves the right, in its sole discretion, to modify the content, the timing, and the number of graphs or reports provided hereunder.

7.3. Collection of Data. Advertiser acknowledges that the collection of Advertiser Data from websites, applications, widgets, online content, or other online data sources identified by Advertiser (collectively, the "Advertiser Properties") requires that Advertiser utilizes a data ingestion process accepted by Seller and its third-party contractor(s), which generally consists of data ingestion via a pixel tag, software, and/or ID syncing and secure file transfer. Advertiser shall be responsible for placing the pixel tag and/or software on Advertiser Properties and for obtaining the required level of consent to

collect Advertiser Data from Advertiser's Users. Advertiser shall not send to Seller any Usernames, addresses, phone numbers, e-mail addresses, social security numbers, or other information, which is or could be used to identify a User personally ("Prohibited Data").

7.4. Advertiser Obligations and Restrictions. Advertiser shall use the MI Service in accordance with the terms of this Agreement. Advertiser shall not, except as this Agreement expressly permits: (i) permit any third party to access or use the MI Service or data resulting therefrom, or otherwise make available the MI Service to any third party for any standalone commercial purpose; (ii) copy, reproduce, modify, disassemble, decompile, reverse engineer or create derivative works of the pixel tag, software, and/or MI Service; (iii) rent, lease, lend, sell, trade, resell, sublicense, assign, distribute, publish or transfer the MI Service to any third party; (iv) modify the pixel tag; (v) knowingly collect or transact data that is deemed to be personally identifiable information, personal information or personal data without obtaining the required level of consent from Users, (vi) knowingly collect or transact data from Users known to be minors, (vii) input, upload, transmit or otherwise provide to or through the MI Service, any information (1) that is or includes Prohibited Data, (2) that is unlawful, or (3) that contains, transmits or activates any Harmful Code; (viii) knowingly use the any information provided by Seller hereunder to re-identify individuals without obtaining such individual's express opt-in consent, (ix) access or use the MI Service in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property rights or other rights of any third party, or that violates any applicable law; or (x) access or use the MI Service for purposes of competitive analysis of the MI Service, the development, provision or use of a competing software service or product, or any other purpose that is to Seller's or its licensor's detriment or commercial disadvantage. "Harmful Code" means any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system or network or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data processed thereby, or (b) prevent Advertiser from accessing or using the MI Service as intended by this Agreement. Access to the MI Service is subject to certain usage limits as determined by Seller in its sole discretion, including any thresholds set forth in this Agreement.

7.5. Privacy. Advertiser acknowledges that the collection of Advertiser Data is subject to certain laws, rules, regulations, and self-regulatory practices related to privacy. Advertiser shall comply with all laws, rules, regulations, and self-regulatory practices applicable to obligations and actions hereunder, including without limitation, the requirement that Advertiser publishes a privacy policy that is prominently linked from the home page of its respective website and accurately describes the collection and use of data by Advertiser. Advertiser shall use commercially reasonable efforts to ensure that a User is provided with clear and comprehensive information about, and consents to, the storing and accessing of cookies or other information on the User's device where such activity occurs in connection with the MI Service and where providing such information and obtaining such consent is required by law. Advertiser is responsible for (i) ensuring that the collection and use of Advertiser Data complies with published privacy policies and all applicable laws, rules, and regulations, and (ii) publishing notice and obtaining the required level of consent to collect Advertiser Data from Users in each jurisdiction. Additionally, if Advertiser collects data from properties that it does not own or operate, Advertiser will require the owners of such properties to make the necessary disclosures regarding the collection and use of data by third parties on such properties.

7.6. Agency Resellers. Resell of MI Services is prohibited.

8. Seller's Rights.

8.1. Reservation of Rights. Seller may reject, remove or cancel any Campaign or position commitment at any time in its sole discretion. Seller also may edit, reject or remove from Seller and/or Digital Property(ies), at any time, any Campaign or other material submitted by or on behalf of Advertiser. Unless otherwise specified in the Order, Seller also shall have full latitude with respect to the specific days and times at which to run the Campaigns.

8.2. Broadcast Times. Seller will use best efforts to broadcast the Campaigns on the days and approximate hourly times if specified on the Order form and the times will be based on the Seller's local time zone. Seller does not guarantee that particular programs will be broadcast during the hours on the Order form. Seller may deduct up to thirty-five (35) seconds for Seller break purposes from any program of five minutes to thirty minutes in length. Seller may deduct up to ninety (90) seconds for Seller break purposes from any program of thirty minutes or one hour in length.

8.3. Rotation. Seller makes no rotation guarantees or commitments.

9. Ownership. All Advertiser Content or other materials furnished by Advertiser for use hereunder will remain the property of Advertiser and, subject to Advertiser's fulfillment of its payment obligations, will be returned upon request. The results of all work performed by Seller, including development of advertising material, creative work, or other content for Advertiser, will be the property of Seller. Advertiser may not modify such material or authorize the reproduction or use of such material in any medium without Seller's prior written consent. Unless otherwise agreed by the parties, Advertiser and its affiliates may use such creative content only in the format provided by Seller.

10. User Information. Any user or usage data or information collected via Seller's digital properties or related to Seller's digital properties, or any information collected from websites operated by Seller's affiliates under this Agreement, shall be the property of Seller and/or such affiliates. Advertiser shall have no rights in such information by virtue of this Agreement.

11. Termination.

11.1. Termination. Either party may terminate this Agreement upon written notice to the other party in the event of a material breach of this Agreement, any other agreement between the parties, or any Order by the other party that remains uncured for a period of fifteen (15) days (except for payment breaches, for which the cure period will be limited to five (5) days) following receipt of written notice of such breach from the non-breaching party; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, or ceases business as a going concern. Seller may terminate MI Services at any time with notice to Advertiser. Upon termination of MI Services Seller will stop providing, and Advertiser will stop accessing the MI Service. Upon termination of MI Services, Advertiser shall promptly remove and delete the pixel tag, and any software provided by Seller from all Advertiser Properties, and Advertiser's historical report data will no longer be available. In addition to the foregoing, Seller may terminate any other Service(s) provided hereunder upon thirty days' written notice to Advertiser.

11.2. Effect of Termination. Upon any termination of this Agreement, Advertiser shall pay to Seller all accrued and unpaid fees for Campaigns and DM Services delivered by Seller through the effective date of termination. Sections 3, 6.2, 8, 9, 10, 11.2, 12, 13, 14, 15 and 16 will survive any termination of this Agreement. Upon early termination by Advertiser, in addition to payment for all accrued and unpaid fees and expenses, Advertiser shall pay Seller an early termination fee equal to three (3) monthly payments as provided for in the Order.

12. Representations and Warranties; Disclaimer.

12.1. Advertiser Warranties. Advertiser represents and warrants that (i) it has the full right, power and authority to grant the licenses and related rights granted herein and has acquired any and all Clearances that are necessary in connection with Seller's exercise of such rights and licenses, (ii) the Advertiser Content is true and accurate, complies with all applicable laws and regulations (including any Federal Communications Commission regulations that are applicable to Advertiser and/or to Seller) and is not misleading, defamatory, libelous or slanderous, (iii) Seller's use of the Advertiser Content in connection with delivering the Campaigns will not infringe upon or violate the rights or property interests of any third party, including without limitation, any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any other party, or any right of privacy or publicity, (iv) Advertiser will maintain a privacy statement on its principal website ("**Privacy Statement**") that complies with applicable law and that complies with applicable laws, rules and regulations (including any applicable industry self-regulatory programs (e.g., the Digital Advertising Alliance Self-Regulatory Principles) and accurately and transparently discloses its privacy practices to users of such website, including any privacy practices implicated by the undertakings contemplated by this Agreement. Advertiser will notify Seller in writing promptly if any of the foregoing representations and warranties becomes untrue, and (v) Advertiser will fully comply with all applicable state, federal and international privacy laws and regulations, including but not limited to the California Consumer Privacy Act and the EU General Data Protection Regulations.

12.2. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ALL SERVICES (INCLUDING ALL DM SERVICES) ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." SELLER, ITS AFFILIATES, SERVICE PROVIDERS AND VENDORS SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO ADVERTISER OR ANY OTHER PERSON WITH RESPECT TO ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH ANY ADVERTISER CONTENT OR OTHER MATERIALS DISPLAYED ON ADVERTISER'S WEBSITE(S). SELLER DOES NOT REPRESENT OR WARRANT THAT ANY CAMPAIGNS, ADS, DELIVERABLES OR OTHER MATERIAL WILL BE DISPLAYED ON ANY SELLER, SELLER WEBSITE OR DIGITAL PLATFORM WITHOUT INTERRUPTION OR ERROR (OR THAT ANY ERRORS WILL BE CORRECTED), OR THAT ANY SERVICES (INCLUDING ANY DM SERVICES) WILL MEET ADVERTISER'S REQUIREMENTS OR EXPECTATIONS OR BE FREE OF VIRUSES OR OTHER HARMFUL OR MALICIOUS CODE. SELLER WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES INCURRED BY ADVERTISER RELATING TO THE UNAVAILABILITY OF THE BROADCAST SIGNAL, INTERNET OR WEBSITE(S) ON WHICH ADVERTISER'S ADVERTISEMENTS ARE AIRED OR PUBLISHED. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES RELATING TO THE RESULTS OF SERVICES, INCLUDING WITHOUT LIMITATION, THE NUMBER OF IMPRESSIONS, CLICK-THROUGHS, OR LEADS AND ANY PROMOTIONAL EFFECT OR RETURN ON INVESTMENT.

13. Indemnity.

13.1. Indemnity. Advertiser will indemnify and hold Seller, and each of its respective subsidiaries, affiliates, officers, directors, employees, agents, vendors, and service providers (each a "**Seller Indemnitee**") harmless from and against any and all suits, judgments, proceedings, claims, losses, costs and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") arising out of a third-party claim resulting from (i) the Advertiser Content and other materials provided by Advertiser, or any websites or content that is linked to from any such Advertiser Content or other materials, including, without limitation, any claim such Advertiser Content or material is libelous or defamatory or violates any applicable laws or regulations, or infringes the rights of any third party, including any patent, copyright, trademark, trade secret, or other intellectual property or proprietary rights, or any rights of privacy or publicity, or claims based on Advertiser's willful misconduct, negligence or strict liability for a defective product; (ii) claims that any Advertiser Content violates of any laws, rules or regulations applicable to Advertiser's business operations, products and/or services; (iii) any actual or alleged breach of Advertiser's representations, warranties, or obligations under this Agreement; (iv) Advertiser's violation of its Privacy Statement or obligations hereunder; and/or (v) third party claims arising out of Advertiser's use of Services hereunder.

13.2. Duty to Defend. Advertiser shall defend at its own expense any claim instituted by any person or entity against a Seller Indemnitee resulting from a claim covered by Section 13.1. The Seller Indemnitee(s) will have the right, at its or their option, to defend such litigation jointly with Advertiser. Advertiser may not agree to any settlement that imposes any obligation or liability on a Seller Indemnitee without such indemnitee's prior written consent.

14. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE TO ADVERTISER OR ANY OTHER ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO 50% OF THE FEES PAID BY ADVERTISER TO SELLER OVER THE SIX (6) MONTHS PRIOR TO TERMINATION.

15. Agencies. If Advertiser is using an advertising agency in connection with this Agreement, Advertiser and such agency (the "**Agency**") shall be jointly and severally liable for compliance with the terms of this Agreement and any Order. Seller may pursue any applicable remedies in the event of default of this Agreement (including any non-payment) against Advertiser or Agency or both without any requirement of first seeking a remedy from one or the other. This Agreement renders void any statements concerning liability which may appear on correspondence from Agency or Advertiser. Advertiser and Agency further agree that Seller does not and will not accept orders or space reservations claiming sequential liability. Advertiser shall be solely responsible for any commission or other payment due to Agency.

16. Miscellaneous.

16.1. Non-Discrimination. Seller does not discriminate in advertising contracts on the basis of race, gender or ethnicity. Any provision in any order or agreement for advertising that purports to discriminate on the basis of race, gender or ethnicity, even if handwritten, typed or otherwise made a part of the particular contract, is hereby rejected.

16.2. Waiver/Severability. The waiver or breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach of the same or any other term or condition. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties as expressed herein.

16.3. Assignment. Advertiser may not assign any of its rights and/or obligations hereunder or this Agreement without Seller's prior written consent.

15.4. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its conflict of law provisions.

16.5. Waiver of Jury Trial. Each party specifically waives any right to trial by jury in any court with respect to any claim against the other arising out of or connected in any way to this Agreement.

16.6. Force Majeure. Seller will not be liable to Advertiser for delays and/or defaults in its performance or commitments under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God or of the public enemy, fire or explosion, flood, earthquake, actions of the elements, war, riots, embargoes, quarantine, strikes, lockouts, disputes with workers or other labor disturbances, or acts or requests of any governmental authority.

16.7. Entire Agreement. This Agreement, including any Order(s), is the entire agreement of the parties regarding the provision of all services and supersedes any and all prior written or oral agreements between the parties related to the subject matter hereof. Seller will not be bound by any term, condition, or other provision that is different from or in addition to the provisions of this Agreement, including any term, condition or other provision contained in any order, receipt, acceptance, confirmation, correspondence or other document provided by Advertiser. This Agreement may not be modified except in a writing signed by both parties.

16.8. Acceptance. Advertiser will be deemed to have accepted and assented to the terms of this Agreement upon the earliest of (i) Advertiser's execution of the applicable Order, (ii) the date on which the earliest Campaign under an Order launches, or (iii) the first date on which Advertiser pays any amounts for DM Services or Campaigns described in the Order.