

## RESELLER TERMS AND CONDITIONS

These Reseller Terms and Conditions (“**Terms**”), together with such Insertion Orders (as defined below) as may be executed by the parties from time to time which reference these Terms (collectively, the “**Agreement**”), govern the terms and conditions under which you (“**you**”, “**your**” or “**Reseller**”) may resell the services offered by the Mobile Majority (“**Company**”), found at [www.majority.co](http://www.majority.co) and a DBA/division of PaeDae, Inc., which are further described below. Please read this Agreement carefully. By clicking the “submit” box and/or otherwise indicating electronic acceptance of this Agreement, or by otherwise physically executing this Agreement, you agree to become bound thereby. If you do not agree to all the terms and conditions of this Agreement, you will not have any right to use or resell the services offered by Company. Company’s acceptance is expressly conditioned upon your assent to all the terms and conditions of this Agreement. In the event of a conflict between these Terms and any IO, these Terms shall prevail except to the extent expressly stated otherwise in such IO. If these terms and conditions are considered an offer by Company, acceptance is expressly limited to these terms.

### 1. DEFINITIONS

In addition to the definitions within the body of this Agreement, the following terms are defined as follows:

“**Ad**” or “**Advertisement**” means all written, digital or graphically rendered marketing materials provided by or on behalf of an Advertiser for display or distribution to or via the Company Network (including but not limited to displays prompted by Company’s patent pending and proprietary technology, and any banners, text or graphic links, pop-ups, emails, videos, rich media, and newsletters or any other similarly designed advertising format);

“**Advertisers**” mean the persons or entities (or their agencies) who purchase advertising on the Company Network;

“**Campaign**” means specific Advertisements to be placed by Company in accordance with specifications provided by Reseller such as Advertiser name, start and end dates and total purchase amount or an unlimited spend based on specific pricing;

“**Clickthrough**” means each time a visitor clicks on an Advertisement;

“**Confidential Information**” includes, without limitation, this Agreement, the Insertion Order(s), all information related to the Campaign, information pertaining to Company’s Publishers and other Advertisers, marketing strategies, financial, business, customer and commercial information, information that is not generally known to the public or that should reasonably be understood to be confidential or proprietary, and trade secrets;

“**Insertion Order**” or “**IO**” means an order document sent in writing to Company requesting specific Advertisements and/or Campaigns;

“**Company Network**” means the various websites, mobile websites and applications (the owners and operators of such websites and applications, collectively, “**Publishers**”) that have made advertising inventory available for the display of Advertisements to be facilitated by Company;

“**Company User Interface**” means the online user interface that may be available through Company that includes the ability for Reseller or Advertiser to create or alter Campaigns;

“**Reseller Arrangement**” means the reseller arrangement described in this Agreement;

“**Service**” or “**Services**” means Company’s service for the placement of Advertisements into the Company Network (including Company’s User Interface);

“**Trademarks**” means a party’s trademarks, service marks, trade names and logos.

### 2. RESELLER OBLIGATIONS.

(a) **Reseller Arrangement.** Reseller shall make commercially reasonable efforts to market and promote the Reseller Arrangement herein. Reseller shall (a) acquire the necessary rights from Advertisers to grant to Company all rights and licenses as described in this Agreement; (b) pay Company for each impression and for all other applicable charges in connection with the Services in accordance with the pricing set forth in any Insertion Order, in Company’s User Interface or as otherwise agreed between the parties from time to time (the “**Fees**”) and in accordance with this Agreement; and (c) provide the creative content to be used in the Advertisements (the “**Content**”) to Company in a format and delivery method as reasonably requested by Company from time to time, with the exception of materials to be generated or provided by Company. Reseller represents and warrants that it has all due authority to create a legally binding agreement on behalf of Advertiser and this Agreement shall be so binding upon Reseller and Advertiser. Reseller further agrees that it will be jointly and severally liable for any and all payments, damages and other liabilities under this Agreement to which Advertiser would be responsible.

(b) **Restrictions.** Reseller shall not alter, modify, copy, translate, reverse engineer, decompile or disassemble the Services or any portion(s) thereof or creating derivative works therefrom, tamper with or using any workaround to interfere with the proper working of the Services or any security measure used by the Services, or attempt to do any of the foregoing.

(c) **Appointment; Licenses.** Company hereby appoints Reseller to be a non-exclusive reseller of the Services to prospective Advertisers during the term of this Agreement, and Reseller accepts such appointment pursuant to the terms and conditions in this Agreement. Reseller hereby grants to Company a worldwide, non-exclusive, royalty-free right and license, to use, reproduce, modify, distribute, publicly perform, publicly display and digitally perform the Advertisements and the Content on and through the Company Network and for marketing and promoting the Services. Company hereby grants to Reseller a worldwide, non-exclusive, limited, non-transferable, non-sublicenseable right to make use of the Services during the term of this Agreement on behalf of Advertisers pursuant to the terms and conditions in this Agreement, for the purpose of purchasing Advertisements for display on the Company Network.

(d) **Resale Agreements.** Reseller will enter into an agreement for the Services directly with each Advertiser (“**Resale Agreement**”). In no event may Reseller enter into a Resale Agreement that establishes an expectation, right or obligation that Company, whether directly or indirectly, will provide services, training, customer support, particular service levels or technical support to any Advertiser or other person or entity without the prior written approval of Company. Reseller will be solely responsible for setting the fees for the Services provided to Advertisers, and for invoicing and collecting payment from such Advertisers.

(e) **Ownership; Reservation of Rights.** Except for the limited license rights expressly granted to Reseller in this Section, Company is the sole and exclusive owner of, and retains all right, title and interest in and to, the Services and all portions thereof, the technology

associated with the Services, and Company's Trademarks, and all intellectual property rights associated with the foregoing, including but not limited to all patent, copyright, trademark, trade secret and other proprietary rights therein. Nothing herein shall be construed as a transfer or conveyance by Company to Reseller of ownership or title to the Services or portions thereof, nor to any patents, copyrights, trade secrets, trademarks and other intellectual property or proprietary rights therein. Except for the limited license rights expressly granted to Company in this Section, Reseller retains all right, title and interest in and to Reseller's own products and services and Reseller's Trademarks, and all intellectual property rights associated with the foregoing, including but not limited to all patent, copyright, trademark, trade secret and other proprietary rights therein (excluding the Services to the extent that they are utilized in conjunction with the Advertisements made available by Reseller or Advertisers hereunder).

**3. EFFECTIVE DATE AND TERMS; INSERTION ORDERS.** This Agreement is effective upon Reseller's electronic acceptance or physical execution thereof. This Agreement will remain in effect until terminated as permitted herein. Insertion Orders may be entered into by email, phone (to be followed up by an email confirmation), through Company's Campaign User Interface, or otherwise in writing. No Insertion Order or modification thereto is binding on Company until it is accepted in writing by Company (email sufficing).

**4. PRIVACY POLICIES; DATA.** Reseller shall ensure that the Advertisers on behalf of whom Advertisements are displayed in connection with this Agreement shall post and abide by a legally sufficient privacy policy that accurately discloses such Advertisers' practices with respect to the collection, usage and sharing of data pertaining to end users or consumers. By entering into this Agreement, Reseller and Advertiser agree to the terms and conditions of, and agree to abide by, Company's privacy policy, currently located at on Company's website [link: <https://s3-us-west-1.amazonaws.com/cdn.paedae.com/privacy-policy/Privacy+Policy+2014.pdf>], as may be modified by Company from time to time. Reseller hereby grants Company the perpetual, irrevocable, royalty-free right and license to use data collected by or derived from the Services and Advertisements for all purposes related to Company's business, including but not limited to, targeting and creating user profiles. Reseller agrees and acknowledges that personally identifiable information ("PII") may be collected and used by Company in compliance with Company's privacy policy. Reseller and Advertiser may request a copy of Company's privacy policy, and/or may view Company's privacy policy via the privacy policy link in the live Ad units if applicable.

**5. CAMPAIGN DISPLAY; TERM AND TERMINATION.**

**(a) Campaign Display.** Reseller understands and agrees that inventory or Ad placement on the Company Network is subject to availability and is not guaranteed, and Reseller shall not represent to any Advertiser or prospective Advertiser that any inventory or Ad placement on the Company Network is guaranteed. Company will use good faith efforts to have Advertisements placed on the Campaign start date requested in the applicable Insertion Order and to have such Advertisements remain placed for the Campaign period designated in the applicable Insertion Order unless such Campaign is terminated as permitted herein. Any actions by Reseller to adjust or make changes to the Campaign on Company's User Interface, or other changes/adjustments made by Reseller in writing, shall automatically be incorporated into the Insertion Order upon being accepted by Company. As between the parties, Reseller is solely responsible for all activities and adjustments made by or on behalf of Reseller and Advertiser via Company's User Interface dashboard.

**(b) Extensions; Term and Termination.** Unless specifically prohibited in the applicable Insertion Order, Company reserves the right to extend the Campaign in order to deliver the Advertisements in compliance with the specifications set forth in such Insertion Order. Unless expressly prohibited by the Insertion Order, Campaigns may be cancelled with 48 hours notice by either party in writing. Reseller will continue to incur payment obligations to Company for all impressions, Clickthroughs, or other tracking or engagement methods associated with a Campaign until such termination is effective. Company may terminate this Agreement, any Insertion Order or any Campaign at any time and for any reason whatsoever, or for no reason at all, by providing written notice thereof to Reseller. Upon cancellation any unspent budget will be reimbursed to Reseller to the extent pre-paid by Reseller.

**6. CONTENT.** Company will not accept or place any Advertisement or Content that, in Company's determination in its sole discretion or in the sole discretion of any of its Publishers contains, promotes or links to inappropriate content which may include, but is not limited to: content regarding use of alcohol, tobacco or illegal substances; nudity, sex, pornography, or adult-oriented content; expletives or inappropriate language; content promoting illegal or unethical activity, racism, hate, "spam," mail fraud, pyramid schemes, credit-repair or advice not permitted under law; content that is libelous, defamatory, infringing, false, misleading, contrary to public policy, or otherwise unlawful; content which includes diversionary links, exit "pops" or any other element which distracts from the primary Advertisement content; Content which may bring Company and/or its affiliated companies negative publicity, or any other Content deemed inappropriate by Company in its sole discretion. Company will also evaluate the "value-add" an Advertisement provides to end-users, and Company reserves the right, in its sole discretion, to reject an Advertisement which it believes is lacking a "value-add" to end-users. Company reserves the right to reject, not publish, or not place any Advertisement at any time in its sole discretion. A decision by Company to not publish or not place any requested Advertisement does not constitute a breach of this Agreement nor otherwise entitle Reseller or Advertiser to any legal remedy, provided an appropriate refund will be made for any prepayment by Reseller for the applicable portion of the Campaign that was not displayed.

**7. PAYMENT.** The impressions, Click-throughs and other end user actions counted by the ad server(s) and/or systems utilized by Company shall be used as the sole basis for calculating the amounts owed with respect all Fees, and Reseller shall communicate such impressions, Click-throughs and other end user actions counted by the ad server(s) and/or systems utilized by Company as being the official, definitive count of record for each Campaign. Reseller will be solely responsible for paying the Fees due under this Agreement to Company, regardless of whether Reseller has collected such amounts from the Advertisers. Company shall provide to Reseller a monthly invoice detailing the total Fees for the immediately preceding month. Except to the extent mutually agreed by the Parties in an Insertion Order with respect to Fees for a specific Campaign, Reseller shall pay all of the amounts due to Company for each Campaign prior to the start of such Campaign, via wire transfer or check; credit card payments are not accepted without the prior written approval of Company. All amounts payable hereunder exclude all applicable sales, use and other taxes. Reseller will be responsible for payment of

all such taxes (other than taxes based on Company's net income), and any related penalties and interest arising from the payment of any taxes hereunder. Amounts due under this Agreement and not paid by their due date shall incur interest of one and a half percent (1.5%) or the maximum allowed by law, whichever is less, and Reseller shall be responsible for the reasonable collection costs (including without limitation attorneys' fees and collection agency fees) incurred by Company in its efforts to collect such overdue amounts. Company is not required to continue to perform Services until all payments due under the terms of the applicable Insertion Order or this Agreement are paid up to date.

**8. WARRANTY DISCLAIMER.** THE SERVICES, THEIR USE AND THE RESULTS OF SUCH USE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY MAKES NO GUARANTEES WITH RESPECT THERETO, AND DOES NOT GUARANTEE THAT ANY INVENTORY WILL BE AVAILABLE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COMPANY MAKES NO WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT), GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS, EXPRESS, IMPLIED, ORAL, WRITTEN, OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH HEREIN. COMPANY DOES NOT WARRANT OR GUARANTEE CONVERSION RATES, PAY-UP RATES, RESPONSE RATES OR ABILITY TO CONVERT THE RESPONSES INTO SALES OR OTHER ACTIONS. COMPANY DOES NOT WARRANT OR GUARANTEE THE PROFILE OR DEMOGRAPHICS OF ANY END USER OR RESPONDENT. COMPANY DOES NOT GUARANTEE TO MATCH COLORS, TEXT, PHOTO IMAGE OR SCREEN DESIGN. ALL INSERTION ORDERS AND CAMPAIGNS ARE CONTINGENT UPON COMPANY'S ABILITY TO SECURE NECESSARY ON-LINE ACCESS AND INVENTORY. COMPANY WILL MAKE GOOD FAITH EFFORTS TO MEET SCHEDULED DELIVERY OF ADVERTISEMENTS AND ONLINE DATES, BUT MAKES NO GUARANTEE AND WILL HAVE LIABILITY FOR ITS FAILURE TO MEET SAID DATES, NOR WILL IT HAVE ANY LIABILITY FOR THE CONTENT OF ANY ADVERTISEMENT OR ANY SITES, APPS OR MEDIA ON WHICH THE ADVERTISEMENT APPEARS, NOR FOR ANY INTERRUPTIONS IN THE SERVICE.

**9. RESELLER REPRESENTATIONS AND COVENANTS.** Reseller represents, warrants and covenants that (a) it has the right and authority to permit the use, reproduction, distribution and transmission by Company and its Publishers of the Advertisements and Content; (b) the Advertisements and Content do not promote or make claims that are not easily provable, and Reseller has sufficient substantiation for all claims made; (c) Reseller is responsible for the substantive content of each Advertisement, and to the extent that Company provides assistance in the development of a Campaign, such assistance shall be limited to only creative assistance; (d) Reseller is not in violation of any obligation, contract, agreement, or laws, by entering into this Agreement, by performing its obligations hereunder, or by authorizing and permitting Company to perform its services hereunder, and Reseller has the unrestricted power and authority to enter into and perform its obligations under this Agreement; (e) any landing page for each Campaign (i.e., the Advertiser's website page where a consumer is directed when the consumer clicks on the Advertisement, fills in a registration form, or takes a similar action) contains a prominent link to Advertiser's privacy policy, which policy provides, at a minimum, (1) adequate notice, disclosure, and choices to consumers regarding the Advertiser's and Reseller's use, collection, disclosure, and security of the consumers' personal information; and (2) complete compliance with all applicable laws, rules, and regulations with respect to online privacy; (f) the Advertisements shall not contain any adware, spyware, malware, viruses, Trojan horses or other malicious components; (g) prior to loading any computer program onto an individual's computer (excluding cookies provided that cookies are disclosed in the applicable privacy policy), Advertiser shall provide notice to and shall obtain the express consent of such individual; (h) no Campaign is targeted to children under the age of thirteen (13) and/or offers products or services that are illegal for minors to buy, possess, or participate in, and Advertiser and Reseller shall at all times be compliant with COPPA ("Children's Online Privacy Protection Act" [www.coppa.org](http://www.coppa.org)); (i) all consumer data collected pursuant to this Agreement shall only be used for legal purposes and in compliance with applicable laws and regulations; (j) the use, reproduction, distribution, or transmission of the Advertisements, the Campaign specifications provided or ordered by Reseller, and any and all Advertisements and Content do not violate any foreign or domestic, federal, state, or local law or regulation, or any rights of any third party, including, but not limited to, any copyright, patent, trademark, trade secret, music, image, or other proprietary, property or contractual right, or constitute false advertising, unfair competition, invasion of privacy or rights of celebrity, or any other right of any person or entity; (k) as between the parties, Reseller agrees to be responsible for all fulfillment activities related to the Campaign, and Reseller shall be responsible for customer service and fulfillment in connection with the products and services advertised in the Advertisements; and (l) any and all emails and/or email addresses provided to Reseller or Advertiser by Company in connection with a Campaign and/or IO will be exclusively used for Advertiser's internal purposes and shall never be sold, leased or rented to a third party, and Reseller acknowledges that selling, leasing or renting of emails or email addresses acquired through the Services is highly detrimental to Company and that actual/compensatory damages are insufficient as a remedy in such instance. In addition to ceasing such activities, in the event of any breach by Reseller or Advertiser of the foregoing sentence, Reseller agrees that Company shall be entitled to treble damages as a remedy, as liquidated damages and not as a penalty.

**10. LIMITATION ON LIABILITY.** UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF IT HAS OR SHOULD HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUE, PROFITS OR DATA ARISING FROM BREACH OF THIS AGREEMENT, THE SERVICES (INCLUDING, WITHOUT LIMITATION, COMPANY'S WEB SITE, ANY MEDIA OR WEBSITES PROVIDED BY PUBLISHERS, OR ANY ADVERTISEMENTS) OR ARISING FROM ANY OTHER PROVISION OF THIS AGREEMENT. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR WITH RESPECT TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY RESELLER UNDER, OR IN CONNECTION WITH, THIS AGREEMENT IN THE THREE (3) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

## 11. INDEMNIFICATION.

**(a) Indemnification.** Each party will indemnify and hold harmless the other party and its officers, directors, employees, agents and permitted successors and assigns from and against any and all liability, loss, damage, claim and expense, including reasonable attorneys' fees and court expenses, arising out of or relating to a third party claim or demand resulting from the indemnifying party's breach of any provision or term of this Agreement. In addition, Reseller will indemnify and hold harmless Company and its Publishers and its and their respective officers, directors, employees, agents and permitted successors and assigns from and against any and all liability, loss, damage, claim and expense, including reasonable attorneys' fees and court expenses, arising out of or relating to (i) the content or subject matter of any Advertisement, Insertion Order or collateral information to the extent used by Company or its Publishers in accordance with this Agreement (including, but not limited to, allegations that subject matter violates the rights of a third party, causes emotional or physical injury to any third-party, is defamatory or obscene, or violates any law, regulation or other judicial or administrative action); (ii) Reseller's and Advertiser's intellectual property, including but not limited to any infringement action, misuse, registration or non-registration; and (iii) the Reseller's or Advertiser's fulfillment activities related to the Campaign(s) and any customer service issues related to fulfillment.

**(b) Indemnification Procedure:** The indemnified party shall: (i) give the indemnifying party prompt written notice of any claim, action, suit or proceeding for which the indemnified party is seeking indemnity; (ii) grant complete control of the defense and settlement to the indemnifying party (at the indemnifying party's expense), provided that the indemnifying party will not acquiesce to any judgment or settlement which may have an adverse effect upon the indemnified party without the indemnified party's prior written consent (which shall not be unreasonably withheld or delayed); and (iii) reasonably cooperate with the indemnifying party, at the indemnifying party's expense, in defense and settlement of such claim. The indemnifying party shall provide the indemnified party the option to engage separate counsel, at the indemnified party's expense, to participate in any claim giving rise to indemnification hereunder.

**12. CONFIDENTIALITY.** Each party agrees that from the time of receipt of any Confidential Information from the other party ("Disclosing Party") hereunder, such party ("Receiving Party") shall use the same means it uses to protect its own Confidential Information, but in any event not less than reasonable care, to prevent the disclosure and to protect the confidentiality of the Disclosing Party's Confidential Information. The fact that Confidential Information does not carry a proprietary legend, or is transmitted orally, shall not act as a waiver to deprive such information from protection under this Agreement. The obligations of each Receiving Party hereunder shall survive until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and generally available through no action or inaction of the Receiving Party. Confidential Information does not include information that the Receiving Party can document (i) is or becomes (through no improper action or inaction of the Receiving Party or its Representatives (as defined below)) generally known by the public, (ii) was in its possession or known by it without restriction prior to receipt from the other party, (iii) becomes available to it from a source other than the other party or its Representatives having no obligation of confidentiality, or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. The term "**Representatives**", when used with respect to either party, means that party's affiliates, agents, officers, directors, consultants and employees). Each party may use Confidential Information received from the other party only in connection with and to further the purposes of this Agreement and may only provide such Confidential Information to its respective Representatives who have a "need to know" such Confidential Information and who are bound by written agreement or by operation of law to confidentiality obligations no less restrictive than those contained herein with respect to such information. Each party will be responsible for a breach of this Agreement by any of its Representatives. Each party shall promptly notify the other party upon discovery of any unauthorized use or disclosure of Confidential Information and will cooperate with the other party in every reasonable way to help regain possession of such Confidential Information and prevent its future unauthorized use. Notwithstanding anything in this Agreement to the contrary, Company may use and disclose aggregate information that does not identify Reseller, Advertiser or any end user for the purposes of improving, enhancing and marketing its business.

**13. NON-SOLICITATION.** Company has proprietary relationships with the Publishers and others that participate in the Company Network. With the exception of reasonably documented, pre-existing relationships with direct publishers or networks, or relationships entered into in the ordinary course of Reseller's business, during the term of this Agreement and for a period of twelve (12) months thereafter, Reseller agrees not to solicit, induce, recruit or encourage, directly or indirectly, any Publisher that Reseller knows, or has reason to know, is a Publisher in the Company Network for the purpose of obtaining the placement or hosting of advertising in any form without the express, written consent of Company. In the event that Reseller violates this provision, Reseller shall pay Company the amount Company would have earned had the Advertiser used Company to place the advertisements, as liquidated damages and not as a penalty.

**14. REMEDIES.** The parties agree and understand that a material breach of Sections 12 ("Confidentiality") and 13 ("Restrictive Covenants") will cause the non-breaching party to suffer irreparable harm and that monetary damages would be inadequate to compensate for such damage. Accordingly, the parties agree that in such event, the non-breaching party will, in addition to all other remedies, be entitled to preliminary and permanent injunctive relief without the necessity of showing any actual damage or posting a bond and/or shall be entitled to a decree of specific performance of the terms of this Agreement against the party who has breached or threatened to breach such Sections. The foregoing remedy is a material, bargained for basis of this Agreement and has been taken into account in each party's decision to enter into this Agreement.

**15. MISCELLANEOUS.** Except as explicitly stated in this Agreement, Company grants no rights to use Company's patents, copyrights, trade secrets, trademarks or trade names, whether directly or indirectly, without prior written approval. Reseller agrees to allow Company to issue a press release and/or conduct a press event about this Agreement and/or the results from Campaigns in a forum, time, and description of Company's choosing. Company may also place Reseller's or Advertiser's logo on Company's website or other marketing materials. Neither party will be liable for failure or delay in performing any of its obligations (excluding payment obligations) if such

failure or delay is due to circumstances beyond the party's reasonable control, including, without limitation, accident, war, acts of God or any governmental body, failure of software, hardware or equipment of third-parties. All notices, requests and other communications to any party hereunder shall be in writing and shall be deemed given if delivered personally, facsimiled (which is confirmed) or sent by overnight courier (providing proof of delivery) to the parties at their addresses set forth in the Preamble to this Agreement, or, in the case of notices sent by Company to Reseller, upon being sent by Company to the most recent email address made available by Reseller to Company. This Agreement shall be governed by the laws of the state of California without reference to its conflicts of laws principles. All actions and proceedings arising out of or relating to this Agreement may be heard and determined solely in any State or federal court of competent jurisdiction located in the County of Los Angeles, State of California. In connection with the foregoing, each of the parties to this Agreement irrevocably (a) consents to submit itself to the personal jurisdiction of the State and federal courts of competent jurisdiction located in the County of Los Angeles, State of California, and (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court. Reseller may not assign or delegate its rights or obligations under this Agreement without the prior written consent of Company. An amendment to the parameters of an Insertion Order as permitted in this Agreement does not amend other provisions of this Agreement. No other modification to this Agreement will be effective unless made in writing and signed by both parties. This Agreement is deemed to have been drafted jointly by the parties. Thus, the parties agree that the common-law principles of construing ambiguities against the drafter shall have no application hereto. The Agreement should be construed fairly and not in favor of or against one party as the drafter hereof. The failure of either party to require the performance of any term of this Agreement or the waiver by either party of any breach under this Agreement will not prevent a subsequent enforcement of such term by such party nor be deemed a waiver of any subsequent breach. If any provision or provisions of this Agreement will be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. Any clause, provision, or statutory language required to be included in this Agreement by applicable law will be deemed incorporated herein. Company and Reseller are independent contractors and agree that this Agreement does not establish any agency, joint venture or partnership between them. This Agreement constitutes the entire agreement between the parties with regard to its subject matter, and supersedes and replaces all prior oral or written agreements; however, Insertion Orders placed after this Agreement shall be considered part of this Agreement.

Last updated on: May 19, 2014