

SOFTWARE DEVELOPER DISTRIBUTION LICENSE AGREEMENT

TERMS AND CONDITIONS

These standard terms and conditions the ("Terms and Conditions") are entered into between **AppLoaded, S.A.** (hereinafter referred to as "AppLoaded") and the Company referenced on the corresponding insertion order ("Insertion Order" or "IO"). These Terms and Conditions set forth additional rights and obligations for each Party and shall be deemed incorporated by reference into any corresponding Insertion Order submitted by Company. The Terms and Conditions and the Insertion Order shall be collectively known as the "Agreement". These Terms and Conditions shall supersede any and all conflicting terms in an Insertion Order.

1. PREAMBLE

WHEREAS Phone Brands are companies which own electronic devices ("Devices") included but not limited to mobile phone devices, televisions, and tablets hereinafter referred to as "Brand Clients".

WHEREAS Company and its Affiliates (as defined below) ("Company") is a Software Developer who is the owner and/or operator and/or developer and/or Licensee of Software with the right to license and distribute such Software (hereinafter referred to as "Company Products");

WHEREAS AppLoaded is a Broker between Company and Brand Clients and desires to be licensed and authorized by Company to distribute and sublicense and distribute the Software to the Brand Clients;

WHEREAS Company and AppLoaded desire to collaborate with each other by Company providing the Company Products and AppLoaded engaging its Brand Clients to provide a Service using the Company Products on the Devices in a specific Territory.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth below, the Parties agree to as follows:

2. DEFINITIONS

For purposes of this Agreement, the terms listed below have the meanings indicated. Other terms used in this Agreement are defined and constructed in the context in which they occur.

"Affiliate"- Any person or entity that directly or indirectly owns or controls, that is directly or indirectly owned or controlled by, or that is under common ownership or control with any Party. For purposes of this definition, the term "control" shall mean the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting rights, by contract or otherwise.

"Agreement"- (Defined in the Preamble)

"Brand Clients"- (Defined in the Preamble)

"Broker"- AppLoaded and any affiliated person(s) or entities.

"Business Day"- Every day other than Saturday, Sunday or a public holiday in the relevant country of the Territory or the country of the Party receiving the communication.

"Company"- (Defined in the Preamble)

"Company Product(s)"- (Defined in the Preamble)

"Confidential Information"- Any information, including, without limitation to, Software prototypes and information relating to the party's business affairs, including business methods, marketing strategies, pricing, competitor information, product development strategies, and financial results, technical and business information, business plans, financial reports, financial data, employee data, software or firmware code, product designs and/or specifications, algorithms, computer programs, mask works, inventions, unpublished patent Software, manufacturing or other technical

or scientific know-how, specifications, technical drawings, diagrams, schematics, technology, processes, and any other trade secrets, discoveries, ideas, concepts, know-how, techniques, materials, formulas, compositions, information, data, results, plans, surveys and/or reports of a technical nature or concerning research and development and/or engineering activity, proprietary ideas, patentable ideas, copyrights and/or trade secrets, existing and/or contemplated products and services or software) whether marked as "Confidential" at the time of its disclosure or not, and provided by one party ("**Discloser**") to another party ("**Recipient**") in the course of ordinary business.

Confidential Information does not include information which: (i) is known by the receiving party or its Affiliates (as defined above), free of any obligation to keep it confidential; (ii) is at the time of disclosure, or thereafter becomes, publicly available through no wrongful act of the receiving party or its affiliates; (iii) is generally available in the public domain at the time of its disclosure; or (iv) was developed by employees or agents of the recipient independently of, and without reference to, the Confidential Information; or (v) is rightfully received by the recipient from a Third Party not owing a duty of confidentiality to the Discloser (in which case and if requested by the Discloser, the Recipient will inform the Discloser about the identity of the Third Party and the exact information received). In the event that one Party is requested or required (whether by law or regulation) to disclose any Confidential Information or a portion thereof, that Party agrees to (1) give the other non-disclosing Party prompt written notice of such request or requirement so that the non-disclosing Party may seek an appropriate order or other remedy protecting the Confidential Information from disclosure and (2) cooperate with the non-disclosing Party, at the non-disclosing Party's expense, to obtain such protective order or other remedy. In the event that a protective order or remedy is not obtained or if the non-disclosing Party waives its right to seek such an order or other remedy, then the disclosing Party may furnish only that portion of the Confidential Information which it is legally required to disclose and it shall give the non-disclosing Party written notice of the Confidential Information to be disclosed as far in advance of disclosure as practicable and use commercially reasonable efforts to obtain assurances that confidential treatment shall be accorded to such Confidential Information.

"Devices" - (Defined in the Preamble)

"Effective Date" - The Date as set forth in the Insertion Order and continues in force and effect until terminated pursuant to section 6.

"End User(s)" - An individual that acquires a Device for which a Service has been provided for its own use, subject to the then current End User License Agreement included with the Product.

"Insertion Order or IO" - The Company Product subject to the license, distribution and promotion, whose details and conditions are defined and agreed upon by the Parties in the Insertion Order.

"Party" - The person(s) or entity (entities) who entered into this Agreement, which individually are referred to as Party or collectively as Parties.

"Payment Terms" - The terms agreed upon by the Parties relating to the payment of the Services provided defined in each and every Insertion Order.

"Property Rights" - Any copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contractual rights of non-disclosure or any other intellectual property or proprietary rights, however arising, throughout the world.

"Service" - To install or embed the Company Product on the file system of the Device and run installation procedures to make the Product available to the End User on the operating system of the Device.

"Software" - A program that is compiled and packaged into a file which includes the following, but not limited to, the program's code, resources, assets, certificates, and manifest file.

"Term" - means one (01) year or as specified in each and every Insertion Order.

“Territory”- means worldwide unless otherwise indicated in the Agreement and or in each and every Insertion Order.

“Tracking Technology”- Tracking mechanism by which the Parties identify the number of Devices that fit the criteria for the Payment calculation.

“UIC”- The Unique Identification Code is the unit of measurement used to in order to determine the Payment calculation.

“USD”- Currency of the United States of America the United States of America Dollar.

3. GRANT OF LICENSE AND DISTRIBUTION

- 3.1. Subject to the terms and conditions of this Agreement, Company shall provide the Company Products to AppLoaded and its Affiliates for the purpose of licensing, distributing and/or promoting the Company Products in order to fulfill the obligations under this Agreement.
- 3.2. Company grants to AppLoaded and its Affiliates a revocable, non-exclusive, non-transferable, royalty-free, worldwide, limited license to use, perform reproduce, display, transmit, and distribute the Software and Company's Products and Property Rights in order to comply with the terms and conditions under this Agreement. Neither party shall use, execute, reproduce, distribute and or sublicense any Company Products for any other purpose other than as specified in this Agreement.
- 3.3. Parties agree that the use of any Property Rights is exclusively for the use, distribution and promotion of the Company Products and no title to or ownership with respect to the Software and/or any Company Products and/or any Property Rights is transferred to either Party by this Agreement. AppLoaded acknowledges and agrees that as between Company and AppLoaded, Company owns the licensing and distribution rights in respect of the Company Products and pertaining Property Rights.
- 3.4. There are no implied licenses granted under this Agreement and all rights, save for those expressly granted hereunder, are expressly excluded and shall remain with and belong to each Party holding said rights and/or its licensors.
- 3.5. Both Parties enter into this Agreement as independent entities, and neither is an agent, partner, joint venture nor has an employer-employee relationship with the other. Specifically:
 - 3.5.1. Neither Party has the right or authority to make any commitments on behalf of, or otherwise bind the other Party except as set forth in this Agreement.
 - 3.5.2. AppLoaded will determine the times and locations at which it takes action to provides Services, the form and extent of the Services, and will provide its own equipment.
 - 3.5.3. Except as expressly permitted herein, neither Party has any authority to hold itself out as an agent of the other Party, and will not create or assume, or attempt to create or assume any obligations for, on behalf of or in the name of any Party or any Party Affiliate.
 - 3.5.4. In exchange for the Services described herein, AppLoaded will receive the Payment as detailed on any and every Insertion Order.

4. THE OBLIGATIONS OF THE PARTIES

4.1. Company shall:

- 4.1.1. Provide the Product to AppLoaded within 30 days from the signing of this Agreement;
- 4.1.2. Design and develop the Software and Company Products in a professional and workmanlike manner;
- 4.1.3. Provide technical and implementation support of the Company Products to AppLoaded and any Brand Client that currently have and or have agreed to receive the Service provided by AppLoaded onto a Device of the Brand Client as described in the each and every Insertion Order;
- 4.1.4. Ensure that the Software and Company Products, including any third party components, shall conform in all material respects with applicable industry standards and legislation for inclusion on the Devices;
- 4.1.5. Ensure that the personnel assigned by Company possess the skill and experience necessary to provide support;

- 4.1.6. Provide the first line of support to End Users;
- 4.1.7. Provide all reports necessary in a timely manner for the payment calculation as agreed upon in each Insertion Order; and
- 4.1.8. Meet common standards supported for Software and Company Products on the download markets, covering the accuracy of its rendering, as well as its ability to interact with certain operating systems as determined by the underlying core technology, and also by the capabilities of the Product.

4.2. AppLoaded shall:

- 4.2.1. Provide the Brand Clients to whom they will provide the Services on the Devices in the Territory as described in each Insertion Order;
- 4.2.2. Use the Company's Product for its own internal testing, evaluation and research;
- 4.2.3. Use the Company's Product after providing the Service for demonstration and/or pre-sales activities;
- 4.2.4. Upon its discretion, market and distribute the Company's Product in the Territory after providing the Service only;
- 4.2.5. Use the Software Property Rights solely in connection with AppLoaded's marketing and promotion of the Software as set forth in this Agreement. AppLoaded's use of the Software Property Rights shall be subject to Company's Property Rights Guidelines, which shall be provided by Company to AppLoaded upon execution of this Agreement. If no specific guidelines are provided, AppLoaded is allowed to use any material that was sent by personnel of the Company by any means or that is readily available on the Company's website in lieu of a guideline;
- 4.2.6. Agrees neither to take any action, nor permit any action by any contractor, employee, director, officer, shareholder, consultant and/or agent of AppLoaded, that is directly under its control, which may in any way infringe upon, violate, jeopardize or be detrimental to the validity and ownership of Company's Product and Property Rights, except as agreed upon writing;
- 4.2.7. Not modify, decompile, disassemble, decrypt, extract, create derivative works of, incorporate or otherwise alter or reverse engineer the Company Products; modify, decompile, reverse engineer, disassemble or otherwise attempt to derive source code or create derivative works from the Software or any Company Products, except: (a) to the extent it is not permitted by applicable law to exclude any right to do so; or (b) as to third party software to the extent permitted by the applicable license for such third party software.
- 4.2.8. Not knowingly display any Company Product on any adult-oriented website without the prior written approval by the Company, nor display any Company Product on obscene or illegal websites or websites that violate any applicable laws or regulations or the rights of any third parties;
- 4.2.9. Shall not be obligated to perform any professional services related to the Company Products or to optimize or improve the performance of the Company Product on any Third Party, End User and/or Brand Client; and
- 4.2.10. Provide adequate invoices to Company in the agreed timeframe.

5. PAYMENT TERMS

- 5.1. In consideration of the terms agreed herein and with regards to Company providing AppLoaded with Software and Company Products and AppLoaded providing a Service on the Devices of the Brand Clients, Company will pay AppLoaded in USD as agreed upon in the corresponding Insertion Order(s) on the following basis:
 - 5.1.1. Parties shall provide accurate reports and records relating to the Services provided in the Territory throughout the term of this agreement and for a period of one (01) year after. AppLoaded may request no less than thirty (30) days prior written notice, that such records be open for inspection at Company's offices during normal business hours by AppLoaded or AppLoaded's independent third party certified public accountant. Any discrepancies found shall be rectified within sixty (60) calendar days. In the event discrepancies are in excess of ten percent (10%) of the total amount of payment received then the Parties agree to negotiate, request a reconciliation and resolve in good faith.
 - 5.1.2. Company, within ten (10) days following the end of the each month, shall provide AppLoaded with one or more reports, or access to reports detailing the Payment calculation for each Insertion Order in accordance with the terms and conditions

agreed upon by the parties in each Insertion Order detailing the Tracking Technology used and UIC.

- 5.1.3. Within five (05) business days from receipt of the Company reports, which contain the record of the Services provided by AppLoaded, AppLoaded shall issue an invoice for the services provided that month.
- 5.1.4. Company shall pay AppLoaded's invoices within thirty (30) days of receipt of the invoice from AppLoaded.
- 5.1.5. Both Parties shall notify each other of any changes in its banking information in a prompt manner.
- 5.1.6. Each Party is liable for payment of any and all applicable taxes, including but not limited to withholding taxes, value added tax, sales tax, duties, fees, levies or surcharges imposed by, or pursuant to the laws statutes or regulations of any government agency or authority.

6. TERM AND TERMINATION

- 6.1. The Agreement shall commence on the Effective Date and continue for the Term, unless terminated earlier as provided in this Section Six (06). The Agreement shall automatically renew for one (01) year periods ("Additional Term"), unless notice of non-renewal is given to the other party no later than thirty (30) days prior to the expiration of the Term or then current Additional Term.
- 6.2. This Agreement may be terminated by either party prior to the end of its Term or then current Additional Term if the other Party is in material breach of any term or condition of this Agreement and such breach is not remedied for a period of thirty (30) days after the Party in breach has been notified in writing of such breach by the other Party or immediately, if AppLoaded's Agreement with Brand Clients terminates for any reason.
- 6.3. This Agreement terminates automatically, without further act or action of either Party, when either Party has been appointed a receiver, manager, administrator, or other encumbrancer over any of its undertakings or assets, goes into liquidation, bankruptcy, enters into any agreement with its creditors or ceases to carry on its business, whether on account of debt or otherwise.
- 6.4. Upon termination or expiration of this Agreement:
 - 6.4.1. Each Party's rights under Section Four (04) shall immediately expire;
 - 6.4.2. AppLoaded shall cease to provide the Service in new Devices, notwithstanding any Device that was previously installed that has not reached the market; and
 - 6.4.3. Each Party shall return to the other Party or destroy (if so authorized in writing by the other Party) any Confidential Information in the Party's possession or control, and provide confirmation in writing to the other Party that it has done so.

7. REPRESENTATION AND WARRANTIES

- 7.1. Each Party represents and warrants that:
 - 7.1.1. It has and will retain during the term hereof, all right, title and authority to enter into this Agreement, and to perform all of its obligations under this Agreement;
 - 7.1.2. It shall fully comply with all applicable laws, regulations, governmental orders and the like in the Territory;
- 7.2. Company warrants that the Software and Company Products (i) are not spyware, a virus, or a Trojan horse, and (ii) do not intentionally promote pornography, criminal activity, or activity that violates other's rights;
- 7.3. Company shall comply with all applicable data privacy laws and otherwise protect user personal data and will not use, disclose, or transfer across borders personal data, except as necessary to perform the obligations under this Agreement;
- 7.4. Company further represents and warrants that it has all necessary rights, permits, licenses and clearances to provide the Software and Company Products contemplated by this Agreement to AppLoaded.
- 7.5. Company also represents and warrants that it has created functioning viable Products, which contain nothing illegal and assure AppLoaded that the Software and Company Products do not contain or are subject to any virus, worm, time bomb, Trojan horse, or other instrumentality, contamination or device that will cause any component of Device to be erased, corrupted or become inoperable or incapable of processing or affect operations of any other systems.

8. DISCLAIMER OF WARRANTIES

8.1. APLOADED MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WITHOUT LIMITATION TO THEIR SERVICES OR ANY PORTION THEREOF, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. APLOADED MAKES NO WARRANTY, THAT APLOADED'S DELIVERY OF SERVICE WILL BE ERROR-FREE, UNINTERRUPTED OR CONTINUOUS.

9. LIMITATION ON LIABILITY

9.1. Except as provided above, in no event shall either Party shall be liable to the other Party in contract, tort or otherwise, whatever the cause, for any loss of profit, business or goodwill or any indirect, incidental or consequential costs, damages or expenses of any kind, except for such loss attributable to breach of confidentiality.

9.2. In no event shall AppLoaded be liable for any act or omission, or any event directly or indirectly resulting from any act or omission, of Agency or any third parties (if any). IN NO EVENT SHALL APLOADED BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, LOST PROFITS, LOSS OF BUSINESS, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF APLOADED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. APLOADED'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE AMOUNT RECEIVED BY APLOADED FROM COMPANY FOR THE INSERTION ORDER GIVING RISE TO THE CLAIM. PROVIDED HOWEVER, THAT SUCH LIMITATION SHALL NOT APPLY IN THE EVENT OF LIABILITY FOR CLAIMS ARISING OUT OF: (i) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION ELEVEN (11) BELOW; AND (ii) LIABILITIES THAT ARISE IN THE EVENT OF A VIOLATION OF LAW. Without limiting the foregoing, AppLoaded shall have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, terrorism, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, Internet failures or communications lines failures or any other condition affecting production or delivery of the services in any manner beyond the control of AppLoaded. Company acknowledges that AppLoaded has entered into this Agreement in reliance upon the limitations of liability set forth herein and that the same is an essential basis of the bargain between the parties.

10. INDEMNIFICATION

10.1. Company will defend, indemnify and hold AppLoaded and its directors, officers, employees, agents, stockholders and Affiliates harmless from any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") resulting from any claim, action, suit, demand, judgment or proceeding (a "**Claim**"), whether or not involving a third party claim which arise out of, relate to or result from (i) Company's breach of any representation or warranty contained in this Agreement, (ii) any breach of any covenant or other obligation or duty of Company under this Agreement or applicable law, (iii) Company's breach of any of its confidentiality obligations under this Agreement or any applicable non-disclosure agreement, (iv) Company's use, display or delivery of the Company Products in a manner, form or substance inconsistent with the terms of this Agreement, (v) any combination or use of a Company Product with any other product or system or technologies not expressly authorized by this Agreement or agreed to by AppLoaded, or (vi) any other breach by Company or its Affiliates of its obligations under this Agreement or any applicable law.

10.2. Company will settle and/or defend at its own expense and indemnify AppLoaded or any AppLoaded Client against any cost, loss or damage arising out of any claim, demand, suit or action brought against Company to the extent that such claim, demand, suit or action is based on a claim that any Software and/or Company Products provided to AppLoaded by Company, infringe upon any Right including but not limited to Property Rights of any third party, provided that (1) AppLoaded promptly informs Company in writing of any such claim, demand, action

- or suit, (2) Company is given control over the defense or settlement thereof and that AppLoaded cooperates in the defense or settlement.
- 10.3. Any direct claim by AppLoaded for indemnification for any breach of this Agreement by Company (a "Direct Claim") shall be asserted by giving Company written notice thereof, and Company will have a period of thirty (30) days from such notice to respond in writing to such Direct Claim. If Company does not respond (or does so respond but does not agree to pay or discharge such Direct Claim in full) within such period, Company will be deemed to have rejected such claim, and subject to the other provisions of this article eight (08), both Parties shall be entitled to pursue their respective rights and remedies.
- 10.4. AppLoaded will promptly notify Company of all Claims of which it becomes aware (provided that a failure or delay in providing such notice will not relieve Company's obligations) and will: (i) provide reasonable cooperation to AppLoaded at Company's expense in connection with the defense or settlement of all Claims, and (ii) be entitled to participate at its own expense in the defense of all Claims. Company shall not concede or settle or compromise any Claim without the prior written approval of AppLoaded, either of which imposes any obligation or liability on AppLoaded, without AppLoaded's prior written consent.
- 10.5. AppLoaded shall report to Company all information in its possession relative to any actual or threatened suit, claim or other proceeding relating to the Company's Products or Property Right brought or threatened to be brought against AppLoaded as soon as it acquires such knowledge.

11. CONFIDENTIALITY AND PUBLICITY

- 11.1. Company shall make no public announcement regarding the existence or content of the Insertion Order without AppLoaded's prior written approval, which approval shall not be unreasonably withheld.
- 11.2. Each Party agrees that during the Term of this Agreement and thereafter each Party will only use the Confidential Information (as defined above in Definitions) solely for the purpose(s) for which it was disclosed hereunder in this Agreement and will not disclose the Confidential Information to any third party.
- 11.3. For a period of five (05) years following any Insertion Order End Date or end of any Additional Term and after the Receiving Party receives any particular component of the Disclosing Party's Confidential Information, the Receiving Party shall use its reasonable best efforts, but in no instance less than reasonable care, to limit dissemination of the component of Confidential Information to such of its employees and agents who have a strict need to know in the performance of the Receiving Party's duties hereunder, and not disclose the Confidential Information to any third party, except as may be reasonably necessary to carry out its rights under this Agreement.
- 11.4. The Receiving Party shall take appropriate action, by instruction, agreement, or otherwise, with any persons permitted access to the Disclosing Party's Confidential Information so as to assure that they will hold such items in confidence. All Receiving Party personnel who receive or use the Confidential Information of the Disclosing Party shall, before receipt or use of such information, be informed of the Receiving Party's obligations under this Agreement.
- 11.5. The Parties agree that any breach of the confidentiality obligations of this Section Eleven (11) may result in irreparable harm to the Disclosing Party for which damages would be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, the Disclosing Party shall be entitled to seek equitable relief, including injunction, in the event of such breach.
- 11.6. A Receiving Party acquires no rights or interest in any Confidential Information received from the other party and agrees not to assert any ownership interest in or to such information.

12. ASSIGNMENT OF CONTRACT

- 12.1. Neither Party may assign any of its rights under this Agreement without the prior express written consent of the other Party, which shall not be unreasonably withheld, except that either Party may assign this Agreement in connection with a change of control transaction, provided the acquirer has agreed in writing to comply with and be bound by all of the acquiree's obligations hereunder. Any purported assignment of rights in violation of this Article Twelve (12) shall be considered void.

13. DISPUTES AND GOVERNING LAW

- 13.1. The execution, validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of Panama, without regard to the conflicts of law rules of such jurisdiction.
- 13.2. In the event of a dispute arising out of or relating to this Agreement (including non-contractual disputes or claims), the parties shall first seek settlement of the dispute by negotiation between senior executives of the parties. If they are unable to settle the dispute within thirty (30) days, or such other period as the parties shall agree in writing, the dispute including any question regarding the subject matter of this Agreement, its existence, its validity or termination, and any non-contractual disputes or claims relating thereto shall exclusively be referred to and finally be resolved by arbitration pursuant to the current Rules and Regulations of the Center of Conciliation and Arbitration of Panama (CeCAP) at the moment the dispute arose, which hereby is incorporated into this Agreement. The place of arbitration shall be in Panama and the proceedings shall take place in English and by three (03) arbitrators appointed in accordance with said Rules. The award shall be final and binding on both Parties. Expenses of the arbitrator(s) shall be divided equally between the Parties. Each Party irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in any such court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. The Parties shall keep confidential all information relating to the arbitration, including without limitation to, the existence of arbitration proceedings (or the possibility thereof), the proceedings themselves, all statements given or made during the course of the proceedings, all documents and other information submitted by parties in connection with the proceedings, all documents and other information issued by the arbitrator and/or the arbitration Centre and the arbitral award. Nothing herein shall be deemed to limit the Parties' rights to seek interim injunctive relief from any court to prevent or curtail any breach of this Agreement.

14. FORCE MAJEURE

- 14.1. Neither party shall be responsible for any failure to perform under the terms of this Agreement due to unforeseen circumstances or to causes beyond that Party's control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, earthquakes, telecommunications line failures, electrical outages, network failures, strikes, shortages of energy, or labor disputes, hereinafter referred to as "Event of Force Majeure". In light of the Internet's special nature, an Event of Force Majeure shall also include the following circumstances that could affect the normal operation of Internet: (i) any hacker attack; (ii) any material influence as a result of the technical adjustment of the relevant telecommunications department; (iii) temporary close-down due to governmental regulation; and (iv) computer viruses.
- 14.2. In an Event of Force Majeure, the defaulting Party shall be excused for a period equal to the time of the delay caused thereby. If an Event of Force Majeure continues for a period equal to five (05) Business Days or more, either party has the right to cancel the relevant Insertion Order without penalty. However, such cancellation will not alter a Party's liability for payments due at the time that the Event of Force Majeure commenced.

15. MISCELLANEOUS

- 15.1. Notices. Unless prior written notice of a change of address is given by the relevant Party, all correspondence between the Parties, including the delivery of a duly and properly executed version of this Agreement, shall be delivered either in person, by express courier, facsimile transmission, registered mail or email with read receipt, to the address provided for in the Insertion Order.
- 15.2. Correspondence. All claims, instructions, consents, designations, notices, waivers, and other communications in connection with the Agreement shall be delivered to the address specified above. Such notifications will be deemed properly given to the other party (a) when received if delivered personally or by a recognized courier service, (b) if delivered by facsimile transmission when the appropriate telecopy confirmation is received; (c) upon the receipt of the electronic transmission by the server of the recipient when transmitted by electronic mail.
- 15.3. Severability. Waiver. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, the remaining provisions will continue in full force and effect. The Parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and commercial effect of the provision held to be invalid. The waiver

by either Party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

- 15.4. Survival. The Parties rights to be paid and obligations to pay all amounts due hereunder, as well as Sections 5 to 11 shall survive termination of this Agreement and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 15.5. Entire Agreement. This Agreement, including the any and all Insertion Order(s), constitutes the entire Agreement between the Parties and supersedes all other agreements and understandings, both oral and written, between the Parties in relation to the subject matter of this Agreement.
- 15.6. Amendments. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by both parties, in the case of an amendment, by each Party to this Agreement, or in the case of a waiver, by the Party against whom the waiver is to be effective.
- 15.7. Counterparts. This Agreement may be executed in multiple counterparts (e.g. by fax or scanned PDF, TIF or other electronic format), each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument. Until and unless each Party has received a counterpart hereof signed by the other Party hereto, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). In addition, the Parties agree that execution and delivery of the Agreement by electronic means shall suffice to make the Agreement legally effective.

THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED BY THEIR RESPECTIVE AUTHORIZED OFFICERS AS OF THE EFFECTIVE DATE SPECIFIED AND SIGNED IN THE INSERTION ORDER AND TOGETHER WITH THESE TERMS AND CONDITIONS SETS FORTH THE ENTIRE UNDERSTANDING AND AGREEMENT OF THE PARTIES.