

**Media Company**  
**Standard Terms and Conditions for Insertion Orders (v.5)**

These Standard Terms and Conditions for Insertion Orders ("Terms") are entered into between the media company ("Media Company") and the advertiser or advertising agency ("Agency"), referenced in the corresponding Insertion Order ("IO"). Media Company and Agency, each a "Party" and, collectively, "Parties," agree that the IO and these Terms shall collectively form the "Agreement."

**1. Obligations of the Parties.**

**Advertising Services.** Agency understands and agrees that the sole obligation of Media Company under this Agreement is to display the advertising placements ("Ad(s)") as described in the IO. Agency understands that the Ads may display on websites owned and operated by Media Company or its advertising partners (collectively, "Websites"). Agency also understands that the Ads may be served through the United Online Performance Exchange ("UOLPX"). The Websites on which the Ads will display and how the Ads will be served will be determined by Media Company, in its sole discretion. Agency also understands that Agency shall be solely responsible for providing service and other support, including, without limitation, order processing, billing, fulfillment, shipment, collection, returns and/or charge backs associated with any products and/or services offered, sold or licensed through the Ads and Media Company shall have no obligations whatsoever with respect thereto. All such Agency support services shall be operated in accordance with best industry practices for Agency's industry. Media Company may redirect to Agency any Agency support inquiries that it may receive in association with the Ads. Agency understands and agrees that the organization, structure, "look and feel" and other elements of the Websites may be redesigned or modified at any time and without prior notice. In the event that any such redesign or modification has a material and adverse effect on the number of impressions served for Agency, Media Company will work with Agency to re-allocate remaining revenue in a comparable location and manner, which shall be Agency's sole remedy relating thereto. Agency acknowledges that Media Company has not made any guarantees with respect to usage statistics, numbers of impressions or any other expectations for the Ads. Additionally, the numbers and amounts set forth in an invoice will govern over any numbers and amounts set forth in any email, facsimile, report or other communication provided by Media Company to Agency. Under no circumstances does the quantity listed in the IO represent a guaranteed number of clicks nor does the quantity listed in the IO represent a cap on the number of clicks.

**Ads and Ad Placements.** Except if otherwise expressly provided in the IO, the specific positioning of the Ads is at the sole discretion of Media Company. Agency cannot utilize pop-ups, double pop-ups or download pop-ups on any page that Media Company refers through an Ad. Agency may never use a download pop-up, an automatic software download, an exit pop-up or a pop-up that could block the Start Page of any website if the user hits the back button. Agency may not place third party cookies on a Media Company user's computer without Media Company's prior written authorization. If Agency is a wholesaler of Ads, Media Company may request that Agency supply a list of intended advertisers for prior approval by Media Company. If an additional advertiser is added after the list of intended advertisers is approved, Agency must submit the additional advertiser for Media Company approval prior to implementation. Agency will not run any Ads on the Websites for advertisers that have not been previously approved by Media Company. Agency shall not run any Ads on the Websites for advertisers that are restricted or competitive advertisers of any Media Company Affiliates (as defined below). Media Company and Agency agree to work diligently to resolve click discrepancies over 10%. Media Company reserves the right to immediately cancel any campaign with over a 10% discrepancy or that drops below a .2% click yield. Media Company inventory may not be resold, assigned, bartered, exchanged, brokered or otherwise transferred without the prior written consent of Media Company, which may be withheld in its sole discretion. Media Company does not guarantee specific numerical slot designations. Slot designations are subject to availability. The inventory allocations in this IO may be replaced with higher paying advertisements at the sole discretion of Media Company. If Agency frequency caps are detected, Media Company may suspend or terminate the IO immediately. Agency may request a change to the IO by making a written request (e-mail is acceptable) to [account-mgt-group@corp.unttd.com](mailto:account-mgt-group@corp.unttd.com). Requested changes accepted by Media Company will be confirmed and implemented within five (5) business days.

**Creative.** All final Ad content ("Creative") is subject to approval by Media Company, in its sole discretion. Creative must be received by Media Company five (5) days prior to campaign launch. If Creative is not received, the inventory allocated to Agency may be pre-emptible. Agency shall provide Media Company with Creative for the Ads in accordance with Media Company policies located at <http://www.unttd.com/guidelines> and <http://www.unttd.com/specs> or any other policy which is in effect and which may change from time to time without prior notice to Agency. Media Company shall not be required to publish any Ads based on Creative not delivered in accordance with such policies, and Agency shall be obligated for the applicable payment obligations as if Media Company had displayed such Ads. Agency shall not be entitled to any refund or proration for delays caused by such failure. Agency hereby grants Media Company a worldwide, non-exclusive, royalty-free license to sublicense, distribute, display, transmit and otherwise use the Creative to fulfill its obligation to display the Ads as described in the IO. The Creative shall not contain, advertise, link (either directly or indirectly) to or otherwise be related to Creative that Media Company determines, in its sole discretion: (a) is obscene, defamatory, libelous, slanderous, profane, indecent or unlawful; (b) is factually inaccurate, misleading or deceptive; (c) facilitates or promotes any type of illegal activity, including, without limitation, pyramid schemes, the sale or use of illicit drugs or discrimination or harassment of any individual or group; (d) violates the privacy policies or the terms of service of the Websites; (e) disparages the Websites; or (f) promotes any product or service which is reasonably competitive with any of the products or services offered by any entity directly or indirectly controlling, controlled by or directly or indirectly in common control with Media Company ("Media Company Affiliates"). In addition, the Ads and/or the Creative shall not state or imply that the Ads were placed by any Media Company Affiliate or that any Media Company Affiliate endorses Agency's products and/or services. Media Company may remove the Creative, or any portion thereof, from the Websites if, at any time, Media Company determines, in its sole discretion, that the Creative violates the foregoing limitations or such other reasonable limitations as Media Company may adopt from time to time. Any such refusal shall not constitute a breach of this Agreement or otherwise entitle Agency to any legal remedy. Media Company reserves the right within its sole discretion to reject or remove from its Website(s) any Ads for which the Creative, software code associated with the Creative (e.g. pixels, tags, JavaScript), or the website to which the Ad is linked do not comply with its policies, or that in Media Company's sole discretion, do not comply with any applicable law, regulation, or other judicial or administrative order. In addition, Media Company reserves the right within its sole discretion to reject or remove from its Website(s) any Ads for which the Creative or the website to which the Ad is linked are, or may tend to bring, disparagement, ridicule, or scorn upon Media Company or any of its Affiliates (as defined below), provided that if Media Company has reviewed and approved such Ads prior to their use on the Website(s), Media Company will not immediately remove such Ads before making commercially reasonable efforts to acquire mutually acceptable alternative Creative from Agency.

**E-Mail Requirements.** In the event the IO includes an e-mail advertising campaign, Agency shall be solely responsible for and shall provide Media Company with the following five (5) days prior to the scheduled e-mail drop: (i) Agency's then current, accurate and compliant opt-out database of e-mail addresses that have requested to not receive e-mails from Agency ("Suppression File"), which Suppression File shall be constructed in a mutually agreed upon format and shall be delivered to a location to be designated by Media Company (e.g., an FTP site or e-mail address); (ii) a compliant e-mail subject line that shall not be deceptive, false or misleading ("Subject Line"); (iii) a compliant and operational opt-out link ("Opt-Out Link") that e-mail recipients can use to request not to receive future e-mails from Agency, which link shall be capable of receiving such requests for at least thirty (30) days after the transmission of the e-mail containing the Ad; and (iv) a valid United States physical address for Agency in the e-mail Creative. Media Company shall be solely responsible for and shall: (i) purge all e-mail addresses contained in the Suppression File from the distribution list to which the Ad shall be sent; (ii) use the Suppression List solely in connection with performing its obligations under the immediately preceding clause; (iii) destroy the Suppression List promptly after the applicable campaigns shall have concluded; and (iv) use the Subject Line and the Opt-Out Link provided by Agency in the e-mails containing the Ad.

## **2. Payment.**

Unless otherwise specified in the IO, the following terms shall apply with respect to payment obligations hereunder. Media Company shall invoice Agency at the end of each calendar month for the applicable Ads displayed during such month or the applicable transactions giving rise to a payment obligation during such month, and payment shall be made by Agency without restriction, set-off or deduction no later than thirty (30) days from the date of such invoice. All payments shall be based upon Media Company's records for the display of Ads, the applicable click-throughs from the Ads and all other transactions giving rise to a payment obligation, irrespective of whether Agency or a Qualified Ad Server also tracked such transactions. All payments shall be sent to Media Company via check for good funds at the address noted on the invoice. If a check is returned to Media Company for insufficient funds or otherwise, Agency shall promptly reimburse Media Company for all costs incurred as a result of the funds being insufficient. In addition, amounts not paid when due shall accrue interest at a rate of two percent (2%) per month, or the highest rate permitted by law if less, compounded on a monthly basis. In addition to all other rights and remedies Media Company may have at law or in equity, if Agency fails to make timely payments of any amounts owing hereunder, Media Company reserves the right to suspend any and all Ads until such time as Agency corrects such failure. In the event of any such suspension, Media Company shall have no liability relating thereto and Agency shall not receive any refund or credit for the period of such suspension and Agency shall remain liable for the full amount indicated in the IO. Agency acknowledges that if Agency has not done any business with Media Company within the last six (6) months, a credit check of Agency may be required before Media Company considers doing business with Agency. If a credit check is required, Agency represents that it will fully and accurately complete Media Company's credit application. Based on the results of the credit check, if required, Media Company shall have the right to demand that Agency provide Media Company with a reasonable deposit, and Agency acknowledges that Media Company's acceptance of the IO shall be expressly contingent upon Agency's compliance with any such demand. In addition, if there shall be a material change in Agency's financial situation (including, without limitation, its failure to abide by any of the payment terms outlined above) at any time during the term of this Agreement, as determined by Media Company in its sole discretion, Media Company reserves the right to demand that Agency provide Media Company with a reasonable deposit within ten (10) days of such demand. Any such deposit provided by Agency may be commingled with Media Company's general funds and any interest earned on such deposit shall be for Media Company's sole benefit. The deposit shall serve as security for the performance by Agency of its obligations under this Agreement and may be applied by Media Company upon the occurrence of a breach of any such obligation, in addition to any and all other rights that Media Company may have as a result of such breach. If Media Company applies the deposit, or any portion thereof, to meet such obligation, Agency shall replenish the deposit within ten (10) days after Media Company's demand.

## **3. Term and Termination.**

The term of this Agreement shall commence on the start date set forth in the IO and end on the end date set forth in the IO, unless earlier terminated pursuant to this Agreement. Pricing for any renewal IO or additional IO shall be at Media Company's sole discretion. Media Company shall have the right to terminate this Agreement immediately by providing Agency with written notice. Unless otherwise expressly provided in the IO, Agency may terminate this Agreement only if Media Company fails to cure a breach of this Agreement within thirty (30) days of receipt of written notice of such breach. Agency may request a cancellation of the IO by making a written request (e-mail is acceptable) to [account-mgt-group@corp.untl.com](mailto:account-mgt-group@corp.untl.com). Requested cancellations will be confirmed and implemented by Media Company in conjunction with the out clause stated on the IO, if applicable. Notwithstanding any termination of this Agreement, those rights and obligations under this Agreement that by their nature should survive shall remain in effect after termination of this Agreement. In the event a campaign for which discounted pricing was provided is earlier terminated pursuant to this Agreement, Media Company's rate card rates shall apply to the delivered portion of such terminated campaign. Should the termination provisions of these Terms and the IO conflict, the terms in the IO shall prevail.

#### 4. Representations and Warranties.

**By Agency.** If an advertising agency is listed in the IO, it represents and warrants that: (a) advertiser has authorized advertising agency to enter into this Agreement on advertiser's behalf and to represent advertiser within the scope of this Agreement; and (b) advertising agency has entered into an agreement with advertiser under which advertiser agrees to be bound by the terms of this Agreement, including, without limitation, paying Media Company for the Ads delivered pursuant to this Agreement. Media Company reserves the right to request that advertising agency provide, within ten (10) days of such request, written confirmation thereof from advertiser. Agency also hereby represents and warrants that: (a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (b) its execution of this Agreement does not and shall not violate any applicable law, rule or regulation or any agreement to which Agency is a party or by which Agency is otherwise bound; (c) it possesses all authorizations, approvals, consents, licenses, permits, certificates and other rights and permissions necessary to offer, sell or license the products and/or services offered, sold or licensed through the Ads or the Creative; (d) the Ads, the Creative and the products and/or services offered, sold or licensed through the Ads or the Creative shall not violate any applicable law, rule or regulation or third party right (including, without limitation, any patent, copyright, trademark, trade secret or other proprietary right); (e) it has in effect a privacy policy that is available online and shall adhere to the information gathering, dissemination, privacy protection and other practices described in such privacy policy; and (f) that its collection, use and disclosure of the information obtained from users of the Ads or the products and services of the Agency comply with all applicable laws and regulations and Agency's then current privacy policy and that its privacy policy is prominently displayed or accessible through its website and that they will not create or maintain lists that are shared with any third party that identifies users of the Websites, either individually or in the aggregate.

**By MEDIA COMPANY.** Media Company hereby represents and warrants that: (a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; and (b) its execution of this Agreement does not and shall not violate any applicable law, rule or regulation or any agreement to which Media Company is a party or by which Media Company is otherwise bound. OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 4, MEDIA COMPANY MAKES NO, AND HEREBY SPECIFICALLY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, COMPATIBILITY, SECURITY, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MEDIA COMPANY SPECIFICALLY DISCLAIMS ANY WARRANTY REGARDING THE NUMBER OF PERSONS WHO SHALL ACCESS OR "CLICK-THROUGH" THE ADS OR THE CREATIVE, ANY BENEFIT AGENCY MIGHT OBTAIN FROM INCLUDING THE ADS ON THE WEBSITES, AND THE FUNCTIONALITY, PERFORMANCE OR OPERATION OF THE WEBSITES.

#### 5. Indemnification.

Agency shall indemnify, defend and hold harmless Media Company, Media Company Affiliates and the directors, officers, employees, agents and subcontractors of the foregoing (each an "Indemnified Party") against all claims, suits, proceedings, actions, liabilities, losses, expenses, damages and costs, including, but not limited to, reasonable attorneys' fees that may at any time be incurred by an Indemnified Party and arising in connection with or related to the following: (a) any breach by Agency of any of the terms and conditions of this Agreement; (b) a violation by Agency of applicable laws; (c) any claim brought against an Indemnified Party by any other third person in connection with the Creative, including without limitation (i) the development, operation, and maintenance of Agency's site(s); (ii) any alleged errors, omissions or misrepresentations in Agency's sites' Creative, Ads or any other materials provided by or on behalf of Agency; or (iii) any products liability claim, whether such claim is brought in negligence, strict liability or otherwise; (d) any claim relating to infringement by Agency of the patent rights, copyrights, trade secrets, trademarks or other intellectual property rights or other rights of any person or entity; (e) any breach by the Agency of any of the terms and conditions of the e-mail requirements set forth in Section 1; (f) a violation by the Agency of

applicable laws, including, without limitation, the CAN-SPAM Act of 2003, as amended from time to time; or (g) any claim for libel, defamation, violation of right of privacy or publicity. Media Company shall be entitled to participate in Agency's defense of a claim with counsel of Media Company's choice and at Media Company's expense. Agency shall not, without the prior written consent of Media Company, settle, compromise or consent to the entry of any judgment that could impose any liability or obligation upon Media Company without Media Company's prior written consent.

## **6. Limitation of Liability.**

EXCEPT TO THE EXTENT ARISING PURSUANT TO A BREACH OF THE CONFIDENTIALITY OBLIGATIONS IN SECTION 7 OR TO THE INDEMNIFICATION OBLIGATIONS IN SECTION 5, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED USE OF INFORMATION, AND THE LIKE, ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, MEDIA COMPANY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM MADE PURSUANT TO THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID OR PAYABLE TO MEDIA COMPANY PURSUANT TO AND FOR THE DURATION OF THIS AGREEMENT.

## **7. Confidentiality.**

Neither Party shall issue any press release or make any public announcement relating to this Agreement or the relationship established by this Agreement or otherwise publish or disclose the terms and conditions of this Agreement to any third party (excluding attorneys, accountants, financial advisors or other service providers who have a need to know) without the express written consent of the other Party. In addition, during the term of this Agreement and for three (3) years thereafter, each Party (which, for the avoidance of doubt shall include, a Party's employees and agents who have a need to know) shall retain, in confidence, and shall not use for its own benefit, all non-public information disclosed by or relating to the other Party that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered confidential ("Confidential Information"). Confidential Information includes, without limitation, all non-public information relating to each Party's technology, business plans, marketing activities, employees, finances and other business affairs, but excludes information that: (a) was rightfully in the receiving Party's possession without any obligation to hold it in confidence before receipt from the disclosing Party; (b) is or becomes a matter of public knowledge through no fault of the receiving Party; (c) is lawfully received by the receiving Party from a third party who has the lawful right, without any duty of confidentiality, to disclose the information; (d) is independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing Party; or (e) is disclosed by the receiving Party with the disclosing Party's prior written consent. Each Party shall protect all Confidential Information by using the same degree of care that it uses to prevent the unauthorized disclosure of its own Confidential Information, but in no event less than a reasonable degree of care. Each Party agrees that in the case of disclosure of Confidential Information, a monetary remedy for any damages shall be inadequate, impracticable and extremely difficult to prove. Each Party agrees that such a breach would cause irrevocable harm, and that the non-breaching Party shall be entitled to seek temporary and permanent injunctive relief, in addition to all other remedies it may have hereunder or by law, without the necessity of proving actual damages or without the placement or filing of a bond. The ability to seek injunctive relief shall not prohibit the non-breaching Party from also seeking a remedy for actual monetary damages. Notwithstanding the foregoing, either Party may disclose Confidential Information without the other Party's consent to the extent such disclosure is required by law, rule, regulation or government or court order. In such event, the disclosing Party shall provide at least five (5) business day's prior written notice of such proposed disclosure to the other Party and shall submit a request to the applicable governing body that this Agreement and any other Confidential Information relating thereto receive confidential treatment to the fullest extent permitted under applicable laws, rules and regulations.

## **8. Third Party Ad Servers.**

In the event that Agency elects to serve the Ads through a third party ad serving system, such election shall be subject to the following requirements: (a) Agency shall select a third party ad server that meets Media Company's technical qualifications and note that selection in the IO; (b) Agency shall comply with all reasonable requirements set forth by Media Company for the use of a third party ad serving system; and (c) Agency shall ensure that its chosen third party ad server complies with all reasonable requirements set forth by Media Company for the serving of the Ads. Third party ad servers selected in accordance with this Section 8 shall be referred to as "Qualified Ad Servers."

## **9. Dispute Resolution.**

The Parties hereby agree that any disputes arising under this Agreement shall be resolved by arbitration in Los Angeles County, California in accordance with the current JAMS Comprehensive Arbitration Rules and Procedures (the "JAMS Rules") then in effect. However, in any event, the provisions contained herein shall govern over any conflicting rules which may now or hereafter be contained in the JAMS Rules. The arbitrator shall have the authority to grant any equitable and legal remedies that would be available if any judicial proceeding was instituted to resolve a dispute hereunder. The final decision of the arbitrator will be furnished by the arbitrator to the Parties involved in the arbitration in writing, and will constitute a final, conclusive and non-appealable determination of the issue in question, binding upon such Parties, and an order with respect thereto may be entered in any court of competent jurisdiction. Any such arbitration will be conducted before a single arbitrator who will be compensated for his or her services at a rate to be determined by the Parties involved in the arbitration or by JAMS, but based upon reasonable hourly or daily consulting rates for the arbitrator in the event the Parties are not able to agree upon his or her rate of compensation. The arbitrator shall be mutually agreed upon by the Parties involved in the arbitration. In the event such Parties are unable to agree on an arbitrator within twenty (20) days following submission of the dispute to JAMS by one of the Parties, JAMS will have the authority to select an arbitrator from a list of arbitrators who satisfy the criteria set forth in this Section. No arbitrator shall have any past or present family, business or other relationship with any Party involved in the arbitration or any "affiliate" (as such term is defined in Rule 12b-2 of the Securities Act of 1933, as amended), director or officer thereof, unless, following full disclosure of all such relationships, such Parties otherwise agree in writing to waive such requirement with respect to an individual in connection with any dispute. Each Party involved in the arbitration shall pay an equal share of the initial compensation to be paid to the arbitrator in any such arbitration and of the costs of transcripts and other normal and regular expenses of the arbitration proceedings; provided, however, that: (i) the prevailing Party in any arbitration will be entitled to an award of attorneys' fees and costs, and (ii) all costs of arbitration will be paid by the losing Party and (iii) the arbitrator will be authorized to determine the identity of the prevailing Party and the losing Party. The arbitrator chosen in accordance with these provisions will not have the power to alter, amend or otherwise affect the provisions contained in this Agreement. Notwithstanding the foregoing, nothing in this Section 9 shall prevent any Party hereto from seeking preliminary injunctive relief from a court of competent jurisdiction as may be necessary to protect the rights or property of such Party or to maintain the status quo before, during or after the commencement of such arbitration.

## **10. Notices.**

All notices required hereunder shall be made in writing to Agency at the address and/or fax number noted on the IO and to Media Company at the following address and/or fax number: Media Company, Attn: Legal Department, 21301 Burbank Boulevard, Woodland Hills, California 91367, Fax: (818) 287-3010. Notice shall be deemed given (a) on the delivery date if delivered personally; (b) one (1) business day after deposit with a commercial overnight carrier with written verification of receipt (c) five (5) business days after the mailing date if sent by certified U.S. mail, return receipt requested, postage and charges prepaid; or (d) if by facsimile transmission, upon issuance by the transmitting machine of a confirmation slip confirming that the number of pages constituting such notice have been transmitted without error and confirmation by the receiving Party of receipt.

## 12. Miscellaneous.

**Assignment.** Neither Party shall assign or transfer this Agreement or any rights or obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Media Company shall have the right to assign this Agreement or any of its rights or obligations hereunder without the written consent of Agency to any Media Company Affiliate or in connection with the merger, consolidation, sale or acquisition of all or substantially all of the assets primarily related to the portion of Media Company's business related to this Agreement. Subject to these limitations, this Agreement shall inure to the benefit of and be binding upon the Parties and their permitted successors and assigns.

**Compliance with Law.** Agency and Media Company will at all times comply with all federal, state and local laws, ordinances, regulations and codes which are applicable to their performance of their respective obligations under the IO.

**Enforcement.** Any failure by either Party to enforce the other Party's performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

**Entire Agreement.** This Agreement constitutes the final, exclusive and complete statement of the Parties' agreement with respect to the subject matter set forth herein. All amendments, additions or modifications to this Agreement must be made in writing and signed by an authorized signing agent of each Party. These Terms or any amendments thereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. A facsimile copy of any Agreement shall be deemed to be an original. Agency hereby waives any rights or requirements under any laws or regulations in any jurisdiction which would require an original (non-electronic) signature. This Agreement shall not be binding on Media Company until the IO has been executed by a duly authorized representative of Media Company.

**Force Majeure.** Excluding Agency's payment obligations, neither Party shall be liable for, or be considered in breach of or default under this Agreement for any delay or failure to perform as required by this Agreement as a result of any causes or conditions which are beyond such Party's reasonable control and which such Party is unable to overcome by the exercise of reasonable diligence.

**Governing Law, Venue and Attorneys Fees.** This Agreement is made under, and shall be construed according to, the laws of the State of California, except for its conflicts of laws principles. Subject to Section 9, each Party hereby irrevocably consents to the exclusive venue and jurisdiction of the federal and/or state courts located in Los Angeles County, California in connection with any legal action relating to this Agreement. In the event of any legal action relating to this Agreement, the substantially prevailing Party shall be entitled to reasonable attorneys' fees (including those for in-house counsel, collection and arising as a result of an appeal), expenses and costs relating thereto.

**Relationship of the Parties.** Each Party shall be deemed to be an independent contractor with respect to the subject matter of this Agreement, and nothing contained in this Agreement shall be deemed or construed in any manner as creating any partnership, joint venture, employment, agency, fiduciary or other similar relationship between the Parties.

**Remedies.** Except where otherwise specified herein, the rights and remedies granted to a Party under this Agreement is cumulative and in addition to, and not in lieu of, any other rights or remedies which the Party may possess at law or in equity.

**Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable in whole or in part, such provision shall be enforced to the greatest extent possible and the remaining provisions hereof shall be unaffected thereby and shall remain in full force and effect.