



Master Services Agreement

This Master Services Agreement (“MSA”) is entered into by and between Catzilla Inc., (“Company”) and Advertiser for the mutual promises contained herein and other good and valuable consideration, receipt and adequacy of which are hereby acknowledged. Company and Advertiser agree to be legally bound as follows:

1. Agreement

This MSA and the accompanying Insertion Orders shall define the Company’s and Advertiser’s obligations with respect to Company’s delivery or display of advertising campaigns and promotions on Advertiser’s behalf (“Campaigns”). Each Insertion Order submitted by Advertiser shall be governed by this MSA. The submission of an executed Company Insertion Order by Advertiser to Company is construed as an acceptance of all the rates, terms and conditions under which advertising is sold at that time. All rates quoted, orally or through written communications are only valid fourteen (14) days from the date of such statement (or, if accepted, during the term of the applicable Insertion Order).

2. Advertiser’s Campaign

(a) Advertiser shall provide all creative and substantive materials (“Creative”) required for marketing the Campaign, including but not limited to: banners, language/text for promotional e-mail text, links, key words and any other creative content as needed, including but not limited to the use of alternative text-based creative. To the extent that Company provides assistance in the development of a Campaign, such assistance shall be limited to creative assistance. Advertiser is solely responsible for the substantive content of each advertisement.

(b) Advertiser agrees to confirm the correct function of all Creative supplied to Company within twenty-four (24) hours of the Campaign start. If no confirmation is received within this time frame, Company will assume that Creative is functioning properly and Advertiser agrees to pay for all impressions, clicks or leads derived from the Creative as measured by Company. All problems related to Creative should be immediately brought to the attention of the Company account executive for Advertiser. Company is not liable for errors in position and/or placement of the Creative, or typographic errors of any kind. Advertiser agrees and understands that if Company is requested to retrieve any Creative for and on behalf of Advertiser, that Company performs this service solely as a courtesy to Advertiser. Advertiser shall remain fully responsible for all Campaigns delivered for or on behalf of Advertiser in such instances, even in the event of any errors by Company, including retrieving incorrect Creative.

(c) Advertiser agrees to allow Company to make changes or alterations to the Creative for the purpose and intent of matching it to the medium of delivery. Company may, at its option,

modify the flight date of a Campaign if the Creative or linking URL's are not delivered on time or there are delays due to third party ad-serving, inventory fluctuation or other issues beyond its control.

(d) Advertiser hereby grants to Company and its third party publishers a nonexclusive, limited, worldwide, royalty-free, revocable license to market, display, perform, copy, transmit, distribute, and promote the Campaign(s) in connection with its obligations hereunder.

(e) Advertiser understands that Company in due diligence cannot monitor all host sites for appropriate content. If Advertiser reasonably determines that the placement of any Campaign by Company harms the goodwill or reputation of Advertiser or disparages or brings Advertiser into disrepute, then Company shall use commercially reasonable efforts to remove such Campaign promptly following Advertiser's notice thereof to Company; provided, however, that if Company reasonably believes that removal of a Campaign from a website will have a material impact on Company's ability to perform in accordance with the applicable Insertion Order, Company may condition such compliance on Advertiser providing an extension of the flight dates or other accommodation.

(f) Company reserves the right to pause any Campaign that does not meet or satisfy Company's performance expectations, operational requirements or for any other reason effective upon notice to Advertiser. After notification, Company may pause the Campaign for a maximum of five (5) business days during which time Advertiser and Company will work together to address Company's concerns, including but not limited to testing new Creative and/or changing rates. Company will not make changes to original Insertion Order specifications or Creative without Advertiser's express written approval. If during or following the pause period Company deems, at its sole discretion, that the Campaign will not meet minimum performance expectations or operational requirements, Company reserves the right to cancel Advertiser's Campaign following twenty-four (24) hours written notice to Advertiser. For Advertisers who pre-paid, Company will credit Advertiser the unused portion of pre-payment (i.e. the total pre-payment less the cost of what has been delivered).

(g) Any advertising and marketing rights not specifically granted to Advertiser herein are specifically reserved by Company. Without limiting the generality of the foregoing, Company expressly reserves the right to: (i) refuse any advertising request, cancel any Campaign, or change any Campaign that does not completely conform to every material detail, instruction, method, and guideline set forth in the Insertion Order; (ii) refuse any Creative that does not arrive forty-eight (48) hours prior to the start date; (iii) refuse or cancel the use of any Campaign that it deems, in its reasonable discretion, inappropriate for any reason or no reason; (iv) refuse at any time to publish or transmit any copy, photograph or illustration of any kind for any reason including those that it believes, in its reasonable discretion, are an invasion of privacy, are degrading, libelous, unlawful, profane, obscene, pornographic, tend to ridicule or embarrass, are in bad taste, or which in its reasonable discretion are an infringement on a trademark, trade name, or copyright belonging to others; (v) refuse any advertising request or cancel any Campaign that is or can be hosted by any directly or indirectly competitive network; (vi) refuse or cancel any Campaign which redirects traffic to a website other than the site specifically identified in the Insertion Order; or (viii) refuse or cancel any Campaign which on its face asks

consumers to take advantage of other or additional offers not specifically identified in the Insertion Order. All Campaigns are subject to capacity limitations which include software, hardware, bandwidth, inventory availability, payment terms, credit history, creative performance, and market pricing limitations. Any Campaign rejected by Company may be replaced by Advertiser; provided that any such replacement material must be in writing and accompanied by appropriate material identifying the Campaign that it is to replace. Company shall notify Advertiser of the rejection or cancellation of any Campaign and shall have no liability to Advertiser for any such rejection or cancellation. Further, Company shall have no liability to Advertiser for failure to place any Campaign on its or any third-party publisher's network.

3. Display/Web-Based Advertising

a) Advertiser acknowledges that, except as otherwise agreed in writing, Company will host the Campaign and provide the tracking solution. Company's tracking count shall be used for all purposes under this Agreement. Company shall have the right to place pixels on Advertiser's website as may be required to measure webpage activity, track and/or measure consumer response to the Campaign and provide estimated live statistics for Company's affiliates. The technical specifications of the tracking system and its delivery methods must be met to the reasonable satisfaction of Company before any advertising or ad-serving will be provided by Company and any data collected shall be jointly owned by the parties. If Advertiser removes or manipulates the pixels at any time during the Campaign without express written permission from Company, Company may suspend performance and, if applicable, Advertiser agrees to pay Company for the days during which the pixels were absent or manipulated based on the average daily conversion measurements (using daily click counts and/or conversions for the seven (7) days prior to the pixels being removed or manipulated) plus fifteen percent (15%) ("Default CPA Rate").

(b) In the event that there is a shortfall in impressions or click-throughs as of the stop date, Company may, through comparable websites, provide as Advertiser's sole remedy, "make good" impressions until the number of impressions or click-throughs stated in the Insertion Order is achieved.

(c) Where Advertiser's tracking mechanism is used, Advertiser shall provide a login where Company can retrieve daily and month's end summary reports reflecting the exact number of units delivered. Company, in its reasonable discretion and in consultation with Advertiser, will determine the form of said reports. All delivery amounts and all agreements are subject to 10% over/under delivery and Advertiser shall pay for any over-delivery within the above tolerance.

(d) Advertiser may terminate Display/Web-Based Advertising campaigns upon twenty four (24) business hours advanced written notice. For purposes of this subsection (d), notice may be sent by email and shall be effective upon receipt provided that a copy of such notice is also sent as set forth in Section 14.

4. Lead Generation Campaigns

(a) For all lead generation Campaigns, it is the Advertiser's responsibility to confirm that the data fields delivered match the data fields enumerated on the applicable Insertion Order or similar document. Advertiser must report any discrepancies related to such lead generation

Campaigns to Company within five (5) days of the occurrence. Company is not liable for any discrepancies not reported within this time frame and Advertiser waives all right, title, and intent to dispute payment to Company based upon any discrepancy not reported within this time frame. All discrepancies must be reported to Company's account representative in writing. If Advertiser desires to seek credit for any incomplete data provided by Company to Advertiser for a Campaign, Company agrees to review the disputed data. Company will make a reasonable effort to investigate and negotiate reconciliation for confirmed incomplete data. Advertiser agrees to provide Company with proof of server bounce response for any disputed leads. In no case will Company credit more than ten percent (10%) of total leads provided to Advertiser for a Campaign. In addition, in the event Advertiser's site is down more than 20 minutes on any given day without prior notice to Company ("Down Date"), Advertiser shall pay the Default CPA Rate for all Down Dates.

(b) For campaigns where confirmation from the consumer may be received after the lead registration date, leads generated during the Campaign will continue to be sent to Advertiser for up to ten (10) days following the stop date. These leads, generated during the term of the Campaign, although sent to Advertiser after the Campaign has ended, are included in the Campaign and will be billed accordingly.

(c) In the event that Advertiser uses any portion of the data/leads that it disputed or refused in any marketing program, Advertiser also will pay the fee for such leads. Company will have the right to "seed" the data/leads provided to Advertiser with fictitious test names (which will not complete the verification process) in order to assure compliance with this provision.

(d) Advertiser acknowledges that the data purchased is for persons who have indicated an interest in Advertiser while visiting a Company or Company affiliated website and that Advertiser may continue to market its products and services to such person, until the person unsubscribes or otherwise indicates a desire to no longer receive such communication. Advertiser further acknowledges that the persons who have elected to co-register or sign-up with Advertiser also may have elected to register with Company and/or its affiliated publishers and may have elected to co-register and/or sign up with additional advertisers. Therefore, Advertiser acknowledges that Company and its affiliated sites retain all rights to market and communicate to such persons, consistent with their policies and procedures.

(e) Advertiser may terminate Lead Generation Campaigns upon seventy two (72) business hours advanced written notice. For purposes of this subsection (e), notice may be sent by email and shall be effective upon receipt provided that a copy of such notice is also sent as set forth in Section 14.

5. Email Marketing

Each Campaign that will be distributed via email shall contain the Advertiser's postal address and a functioning unsubscribe mechanism which, when activated by a user, will actually and permanently remove the user's email address from the Advertiser's database and, where provided, a non-misleading and accurate "Subject Line" and/or "From Line." Advertiser shall maintain a master suppression list that includes the email addresses of all users that have activated the Advertiser's unsubscribe link or otherwise asked to be removed from Advertiser's

email list. Advertiser shall provide such master suppression list to Company on a weekly basis (or such shorter time as Company determines to be necessary in order to comply with applicable law) in the format specified by Company so that Company and its affiliates may sync up their own master suppression lists against Advertiser's suppression list.

6. Billing

(a) All payments will be made in advance unless credit is approved. If Advertiser is required to pay in advance, Company is under no obligation to perform agreed upon services until payment is received. Upon approved credit, terms are Net 30 from date of invoice (which may be sent by email and/or postal mail). All payments must be in U.S. funds. Where payment is made by credit card, Advertiser expressly agrees not to charge back any amounts and will instead follow the dispute resolution procedures as specified herein. In the event that Advertiser is more than seven (7) days past due on its account, Company may charge the total amount then due and owing to Advertiser's credit card account.

(b) In the event of a dispute between Advertiser and Company regarding amounts due, Advertiser agrees that Company's tracking count shall be applied. Advertiser understands and agrees that in no event, and under no circumstance, will data provided by any Company representative constitute final billing numbers. Only invoices sent directly to Advertiser are to be construed as representative of billable amounts. In the event that Company does not receive a written notification of a disputed bill, with rationale and support therefore specifically set forth therein, within fifteen (15) days from the date of the invoice, such invoice will be deemed valid and payable and may not thereafter be disputed. Advertiser specifically agrees that this provision is reasonable and that Company will rely upon this provision in making payments to participants in its Company network.

(c) Any late payments will accrue interest equal to one percent (1%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. Advertiser will be charged \$50 for payments by checks that are returned due to insufficient funds. Company shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Advertiser. Advertiser agrees that in the event a collection suit is commenced, in any proceeding for default judgment Company may, in lieu of seeking statutory attorneys' fees, elect to recover one-third of the outstanding principal plus penalties as stipulated attorneys' fees. Such an election is in Company's sole discretion.

7. Advertiser Warranties

(a) Advertiser represents and warrants that: (i) it holds all necessary rights to permit the use of all Creative provided to Company under this MSA; (ii) that the use, reproduction, distribution, transmission or display of any Creative and any materials to which users can link, or any products or services made available to users through the Creative will not (A) violate any law (including but not limited to the CAN-SPAM Act of 2003), give rise to criminal or civil liability or infringe any copyright, patent, trademark or service mark, trade secret rights or any other personal, moral, contract, property or privacy right of any third party (collectively "Unlawful

Conduct”); (B) contain or promote viruses, obscene, abusive, violent, bigoted, hate-oriented, cracking, hacking or warez content or conduct (collectively “Offensive Conduct”); or (C) encourage conduct that would constitute Unlawful Conduct or Offensive Conduct; (iii) it has a reasonable basis for all claims made within the Creative, possesses appropriate documentation to substantiate such claims and shall fulfill all commitments made in its Campaigns; (iv) the landing page for each Campaign (i.e., the Advertiser’s website page where a consumer is directed when the consumer clicks on the Creative, 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, adequate notice, disclosure and choices to consumers regarding Advertiser’s use, collection, disclosure and security of their personal information; (v) all consumer data collected pursuant to this MSA shall only be used for legal purposes; (vi) 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 (vii) prior to loading any computer program onto an individual’s computer, including without limitation programs commonly referred to as adware or spyware but excluding cookies (provided that cookies are disclosed in Advertiser’s privacy policy), Advertiser shall provide notice to and shall obtain the express consent of such individual.

(b) Advertiser agrees to indemnify and hold Company, its third party publishers and list providers and their respective affiliates, employees, officers, agents, directors and representatives (“Company Indemnified Parties” or “CIP”), harmless from all allegations, claims, actions, causes of action, lawsuits, damages, liabilities, obligations, costs and expenses (including without limitation reasonable attorneys’ fees, costs related to in-house counsel time, court costs and witness fees) (collectively “Losses”) arising out of or related to any breach of warranty or breach of this MSA. The indemnity obligations of this paragraph are contingent on CIP giving prompt written notice of any such claim. CIP will have sole control over the litigation or settlement of such claim

8. Mutual Warranties

Each party represents and warrants that it has the full right, power, legal capacity, and authority to enter into, deliver and fully perform under this MSA and that its performance hereunder will fully comply with all applicable laws, rules and regulations, including but not limited to the CAN-SPAM Act of 2003. Any agency executing this MSA on behalf of its client represents and warrants that it has the authority to bind its client to the terms stated herein and remains jointly and severally liable for all obligations under this MSA.

9. Limitations of Warranties and Liability

(a) THE ADVERTISING SERVICE PROVIDED BY COMPANY, ITS USE AND THE RESULTS OF SUCH USE ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COMPANY MAKES NO WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, 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. COMPANY DOES NOT WARRANT OR GUARANTEE THE PROFILE OR DEMOGRAPHICS OF A RESPONDENT. COMPANY DOES NOT GUARANTEE TO MATCH COLORS, TEXT, PHOTO IMAGE OR SCREEN DESIGN. ALL ORDERS ARE CONTINGENT UPON COMPANY'S ABILITY TO PROCURE NECESSARY ON-LINE ACCESS AND COMPANY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ACCIDENT, WAR, ACT OF GOD, EMBARGO, COMPUTER SYSTEM FAILURE, OR ANY OTHER CIRCUMSTANCE BEYOND ITS CONTROL. COMPANY WILL MAKE EVERY EFFORT TO MEET SCHEDULED DELIVERY AND ONLINE DATES, BUT MAKES NO GUARANTEE AND ACCEPTS NO LIABILITY FOR ITS FAILURE TO MEET SAID DATES.

(b) COMPANY SHALL NOT BE LIABLE FOR ANY PUNITIVE DAMAGES OR INDIRECT OR CONSEQUENTIAL LOSS, DAMAGE, COSTS OR EXPENSE OF ANY KIND WHATSOEVER AND HOWSOEVER CAUSED, WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, STATUTE OR OTHERWISE, INCLUDING, (WITHOUT LIMITATION) LOSS OF PRODUCTION, LOSS OF OR CORRUPTION TO DATA, LOSS OF PROFITS OR OF CONTRACTS, LOSS OF OPERATION TIME AND LOSS OF GOODWILL OR ANTICIPATED SAVINGS, EVEN IF ADVISED OF THEIR POSSIBILITY. COMPANY'S TOTAL OBLIGATIONS AND/OR LIABILITY, IF ANY HEREUNDER, SHALL BE LIMITED TO THE AMOUNTS PAID TO IT FOR THE ADVERTISING CAMPAIGN IN QUESTION.

(c) The Provisions of this Section 9 are an essential element of the benefit of the bargain reflected in this MSA.

10. Termination

Advertiser may terminate this MSA pursuant to the terms of Section 3(d) and Section 4(e). Termination of this MSA shall not relieve Advertiser from its obligation to pay the greater of (i) any fees that have accrued prior to the date of termination; (ii) any Minimum Contract Price specified in the Insertion Order(s) less any amount previously billed to and paid by Advertiser; or (iii) its obligations under any Insertion Orders for which performance has commenced which have not been terminated pursuant to the terms thereof. Such amount shall be payable within fifteen (15) days of contract termination. The parties agree that any applicable Minimum Contract Price is fair and reasonable compensation for Company's costs associated with implementing Advertiser's Campaign. Company reserves the right to suspend performance in the event that it feels, in good faith, insecure about Advertiser's ability or intention to perform under this MSA. The forgoing notwithstanding, Company reserves the right to suspend and/or terminate this MSA immediately in the event that (i) Advertiser violates the terms set forth in Sections 6, 7 or 11; (ii) Advertiser and/or its affiliated entities is either in material breach of any obligation under a contact with or in litigation with any Catzilla company; or (iii) for any or no reason whatsoever.

11. Proprietary Matters

(a) Each party agrees that, for a period of one (1) year from the 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 proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of information received which is marked or identified (orally or in writing) as confidential, or any information that should, under the circumstances surrounding disclosure, reasonably be treated as confidential (“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 (a) is or becomes (through no improper action or inaction of the Receiving Party or its Representatives (as defined below)) generally known by the public, (b) was in its possession or known by it without restriction prior to receipt from the other party, or (c) becomes available to it from a source other than the other party or its Representatives having no obligation of confidentiality. (“Representatives,” when used with respect to either party, means that party’s affiliates, agents, officers, directors, consultants and employees). Each party will be responsible for a breach of this MSA 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.

(b) Each party may use Confidential Information received from the other party only in connection with and to further the purposes of this MSA and may only provide such Confidential Information to its respective directors, employees and advisors who have a “need to know” such Confidential Information and who have provided written assurance sufficient to ensure such directors’, employees’ and advisors’ compliance with, or are otherwise obligated to honor, the terms of this MSA or as required by law (provided prompt notice of such required disclosure is provided to the disclosing party prior to disclosure where permissible).

(c) Company has proprietary relationships with the publishers that make up its network. With the exception of reasonably documented, preexisting relationships with direct publishers or networks, or relationships entered into in the ordinary course of Advertiser’s business, during the term of this MSA and for a period of six (6) months thereafter, Advertiser agrees not to solicit, induce, recruit or encourage, directly or indirectly, any publisher that Advertiser knows, or has reason to know, is a publisher on Company’s 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 Advertiser violates this provision, it shall pay Company an additional commission equal to what the Company would otherwise have earned had Advertiser not violated this subsection (c).

(d) The parties agree and understand that a material breach of this Section 11 will cause the non-breaching party to suffer irreparable harm and that monetary damages may 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 MSA against the party

who has breached or threatened to breach the agreement. The foregoing remedy is a material, bargained for basis of this MSA and has been taken into account in each party's decision to enter into this MSA.

12. Force Majeure

Neither party shall be liable for, or considered in breach of or default under this MSA on account of, any delay or failure to perform as required (except with respect to payment obligations) 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 (including without limitation, the failure of the Company Network to display or place a Campaign); provided that the non-performing party gives reasonably prompt notice under the circumstances of such condition(s) to the other party.

13. Dispute Resolution

This MSA shall be governed by the laws of the State of California without respect to choice of law rules. The parties hereby consent to exclusive jurisdiction and venue in the state and federal courts in San Francisco County, California for such purpose, waive the personal service of any process upon them and agree that service may be effected by overnight mail (using a commercially recognized service) or by U.S. mail with delivery receipt to the address stated in the most recent Insertion Order. Any claim under this MSA, other than for indemnity and defense as provided herein, must be filed within one (1) year of the time such claim arose, regardless of any law to the contrary, otherwise such claim will be forever barred.

14. Notice

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given at the time such communication is sent by registered or certified mail (return receipt requested), or recognized national overnight courier service, or delivered personally, to the following addresses (or at such other address for a party as shall be specified by like notice):

If to Company, to the attention of both the CEO and General Counsel, each at the address of: 2035 Filbert Street, Suite 208, San Francisco, CA 94123. If to Advertiser, to the executive and address set forth on the most recent Insertion Order.

15. Assignment

Advertiser may not assign this MSA without the express prior written consent of Company. Notwithstanding the foregoing, consent of the other party shall not be required for assignment or transfer made by (a) operation of law, or (b) to an entity that acquires substantially all of the party's stock, assets or business.

16. Independent Contractors

Each party is an independent contractor. Any intention to create a joint venture or partnership between the parties is expressly disclaimed. Except as set forth herein, neither party is authorized or empowered to obligate the other or to incur any costs on behalf of the other without the other party's prior written consent.

17 Marketing Materials & Communications

Advertiser agrees that Company may identify it as a Company Advertiser in client lists and other marketing materials. Any other uses of Advertiser's name and/or logo shall require Advertiser's prior written consent. Advertiser consents to receive email communications with respect to goods, services and/or promotions offered by Company.

18. Entire Agreement, Modification

This MSA and exhibits or addenda thereto constitutes a valid and binding agreement between the parties, and has been duly executed by an authorized representative of each party. This MSA and any exhibits or addenda thereto is intended to be the parties' complete, integrated expression of the terms of their agreement and any prior agreements or understandings with respect to such subject matters are superseded hereby and fully merged herein, and may only be modified in writing by authorized representatives of the parties. The terms and conditions hereof shall prevail exclusively over any written instrument or Insertion Order submitted by Advertiser even if signed by Company unless this MSA is expressly amended by an addendum attached hereto that references this MSA and the specific provisions to be modified and Company hereby disclaims any terms therein. No interlineations to this MSA shall be binding unless signed by both parties.

19. Survival & Severability

Any obligations which expressly or by their nature are to continue after termination, cancellation, or expiration of this MSA shall survive and remain in effect after such happening, including without limitation, Sections 6, 7, 9-11, 13 and 18. Each party acknowledges that the provisions of this MSA were negotiated to reflect an informed, voluntary allocation between them of all the risks (both known and unknown) associated with the transactions contemplated hereunder. Further that, all provisions are inserted conditionally on their being valid in law. In the event that any provision of this MSA conflicts with the law under which the MSA is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the parties to the MSA, (i) such provision will be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law; and (ii) the remaining terms, provisions, covenants, and restrictions of the MSA will remain in full force and effect.

20. Remedies, Waiver

Except as otherwise specified, the rights and remedies granted to a party under this MSA are cumulative and in addition to, not in lieu of, any other rights and remedies which the party may possess at law or in equity. Failure of either party to require strict performance by the other party of any provision shall not affect the first party's right to require strict performance thereafter. Waiver by either party of a breach of any provision shall not waive either the provision itself or any subsequent breach.

21. Counterparts

This MSA 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. For purposes hereof, a facsimile copy of this MSA shall be deemed to be an original.