

AFFILIATE PARTNER MEMBERSHIP AGREEMENT

This Affiliate Partner Membership Agreement, together with applicable Schedules (the “**Agreement**”) is by and between Affiliate Partner (or “**You**”) and Supplier. **BY CLICKING ON THE ACCEPT BUTTON, YOU AGREE TO THE TERMS OF THIS AGREEMENT.** Any use of the Supplier Network is subject to the terms of this Agreement and the Network Policies.

1. MEMBERSHIP REQUIREMENTS

1.1 Membership. To participate as an Affiliate Partner in Supplier’s Network, You must:

- a. be either a legal entity or an individual 18 years or older; and
- b. Your activity on the Network must comply at all times with applicable federal, state, local and foreign laws, ordinances, rules, regulations, and Network Policies, including applicable Data Protection Laws.

1.2 Membership Restrictions.

- a. Business Use Only. THE NETWORK AND NETWORK PLATFORM ARE MADE AVAILABLE TO YOU FOR THE SOLE PURPOSE OF FACILITATING BUSINESS TRANSACTIONS AS PERMITTED UNDER THIS AGREEMENT. YOU MAY ONLY USE THE NETWORK AND NETWORK PLATFORM TO CONDUCT BUSINESS ACTIVITY AND NOT AS A CONSUMER.
- b. Not a Provider of Goods and Services. Your participation on the Network, use of the Network Platform, and receipt of payments as an Affiliate Partner of the Network is not an inducement for, or solicitation of you to provide any products or services to Supplier. You are not and will not be deemed to be a vendor, supplier or provider of goods or services to Supplier.
- c. Prohibited Activities. As a Publisher Partner on the Network, You will not, and will not knowingly permit other persons to, engage in any fraudulent, abusive or illegal activity in connection with your participation in the Network, or any program offered through the Network or use of any functions on the Network Platform.

2. MEMBERSHIP BENEFITS

As an Affiliate Partner, You will receive access to the Network, the Network Platform (including Supplier Tools and reports offered through the Network Platform), and You will be eligible to enter into Engagements with Advertisers for the purpose of promoting Advertiser products and services as part of the Network.

2.1 Engagements. Any Engagement that you enter into with an Advertiser is subject to the terms and conditions set forth by that Advertiser. Unless separately agreed to between You and Supplier as part of a Direct Engagement, Supplier is not a party to such Engagements and has no obligation to you with respect to any such Engagement.

- a. Direct Engagements. From time to time, Supplier may agree to act on behalf of

Advertiser. In such an event, Supplier will enter into an Engagement with You directly, which is known as a Direct Engagement. If Supplier enters into a Direct Engagement with You, (a) You will need to agree to additional terms and conditions with Supplier governing the Direct Engagement; (b) all compensation for such Direct Engagements will be determined and paid directly by Supplier; and (c) You will not have a direct relationship with the Advertiser.

- b. In case of any dispute as to whether the Engagement is a Direct Engagement, Supplier's determination will control and be binding on the parties.

2.2 Supplier Tools. Supplier will provide you with certain tools, including Qualifying Links that will measure your performance on the Network. You agree to implement, operate, maintain and update the Supplier Tools in accordance with Supplier's instruction. Failure to do so may negatively impact Tracked Activities and/or commissions. You may not create your own Qualifying Links without the express written authorization of Advertiser or Supplier.

- a. Valid Referrals Only. You may not, nor knowingly permit any person to, use Supplier Tools to inflate the amount of any Tracked Activities.
- b. No Spam. You may not use any Qualifying Links in any electronic message without the express written authorization of Advertiser or Supplier. If so permitted, Your electronic messages: (i) must comply in all respects with this Agreement, the Advertiser's terms and conditions, and any applicable laws regarding the delivery of unsolicited electronic communications, also known as SPAM; and (ii) must not identify Advertiser or Supplier as a sender or sponsor of such electronic message without the express written authorization of Advertiser or Supplier.
- c. Distribution of Qualifying Links. If You distribute Qualifying Links on sites other than those controlled You, You agree: (i) that, upon written request of Supplier, You will provide Supplier with a list of sites where Qualifying Links have been distributed, (ii) to provide prompt and reasonable cooperation to Supplier in responding to any issues raised by Advertiser regarding the distribution of Qualifying Links; and (iii) cease further distribution of such Qualifying Links if so required by Supplier or Advertiser. Supplier reserves the right to prohibit you from distributing Qualifying Links to and from displaying Qualifying Links on third party sites.
- d. Termination of Qualifying Links. Advertiser or Supplier may terminate the Qualifying Links associated with an Engagement at any time. If such links are terminated, you must promptly remove such Qualifying Links upon written notice from Advertiser or Supplier. Should you fail to promptly terminate such links, Supplier may redirect such links in its sole discretion without compensation to you.

2.3 Reports. As an Affiliate Partner, You will have access to features of the Network and Network Platform, including reports on Tracked Activities and commissions. To prepare such reports, Supplier relies on data provided or made available by Advertisers. Supplier is not obligated to confirm, and does not warrant or guarantee the accuracy or completeness of any data provided

by Advertisers.

- a. Errors. If You believe that Your reports contain an error, You must notify Advertiser (with a copy to Supplier) or Supplier directly in the case of a Direct Engagement, of such error within ten (10) days after the end after the completion of the monthly service period (or within such period otherwise agreed to by You as part of an Engagement), or the report will be deemed accepted by You.
- b. Adjustments. Supplier reserves the right to revise any report at any time if, in Supplier or Advertiser's determination, such report contains an error or otherwise requires adjustment. Any such revision may affect the amount of commissions correlating to the Tracked Activities.
- c. Notice of Errors. Supplier will notify you of reporting errors using the contact information that you provided in the Network Platform. You will have ten (10) days after the posting of such correction or adjustment (or within such period otherwise agreed to by you as part of an Engagement) to notify Advertiser (with a copy to Supplier) of errors in a corrected or adjusted report.
- d. Resolution of Discrepancies. Any dispute between you and Advertiser regarding errors reported by you must be resolved by you directly with Advertisers, except disputes in Direct Engagements which will be resolved between you and Supplier. In the event of discrepancies arising out of different measurement sources (including your or a third party's measurements), Supplier's reports will control, including with respect to the commissions due to you.
- e. Modification to Scope of Reports. Supplier may change the scope of the historical data stored in the Supplier Tools and/or provided to you in its sole discretion. You are responsible for backing up any reports or data provided to you and taking other precautions to avoid data losses.

3. PAYMENTS; FEES

- 3.1 Advertiser Responsibility. Except for Direct Engagements, Advertiser is solely responsible for payments to you in accordance with the terms of the applicable Engagement.
- 3.2 Supplier Responsibility. As a service to Advertiser, Supplier may assume responsibility for transmitting payments or managing adjustments in payments to you, only after receiving appropriate instructions or authorization from Advertiser to do so. For Direct Engagements, Supplier is responsible for payments to you in accordance with the terms of the applicable Engagement.
- 3.3 Disputes. In the event Supplier is in receipt of funds from Advertiser for the purpose of paying commissions to You, and a dispute arises between You and Advertiser regarding the amounts due, Supplier will be entitled to hold or return such funds to Advertiser, and to decline to offer further services on behalf of Advertiser until such dispute is resolved and Supplier is notified, in writing,

by all parties, that payments should resume. You agree that Supplier has no obligation and incurs no liabilities to you in connection with any such dispute.

3.4 Inactivity. If your account is inactive for more than twelve (12) consecutive months, Supplier reserves the right to debit your account balance in accordance with the schedule below to cover the cost of account maintenance until (a) You reactivate your account by generating a commissionable activity through a Qualifying Link associated with your account, or (b) Your account balance is zero. If the balance in your inactive account is or becomes zero, Supplier reserves the right to close the account permanently and cease to maintain your account records and Publisher program access. The inactive account maintenance charge will not cause your account balance to become negative and will not cause you to owe money to Supplier. Your Publisher account becomes “Inactive” when you have failed to generate commissionable activity through a Qualifying Link associated with your account for a period of 12 consecutive months.

a. If your account balance is less than 10 currency units, a fee equivalent to the full balance in your account will be assessed.

A “currency unit” is the standard unit of monetary value used to calculate commissions in your account. For example, if you have selected to be paid in US Dollars in Your account, then the applicable currency unit is US Dollars.

3.5 Right to Assess Fees; Right to Offset. Unless otherwise designated in writing, the Network and access to the Network Platform are provided to Publisher Partners free of charge. Supplier may, at any time upon prior written notice to you, charge fees in relation to any service provided as part of the Network or Network Platform, including your participation on the Network. In such an event, you may elect not to pay any such fees by discontinuing your participation in the Network prior to the commencement of such fees. Supplier may withhold and offset any fees or other charges owing to it against any amounts remitted to you by Advertiser through Supplier.

3.6 Taxes. You are responsible for determining the applicability of certain tax laws depending on the location of your operations, the scope of your activity, and other applicable criteria. You agree to comply with all applicable tax laws, and You agree that You are solely responsible for any tax obligations, including reporting, arising from or in connection with any compensation earned by You as a result of Your participation in the Network or an Engagement. You agree that Supplier is authorized, on a limited basis, to invoice and collect in your name and on your behalf, the compensation due to you pursuant to this Agreement or Engagements with any Advertisers. You will cooperate with Supplier and provide the necessary financial and tax information, including Value Added Tax (VAT) and company registration numbers and the like, to facilitate this invoicing and collection activity. You acknowledge that you have access to copies of all invoices issued by Supplier in Your name and on your behalf. You may raise any objections to the content of the invoices issued in your name and on your behalf with Supplier within ten (10) days after the date of issue of the invoice. You acknowledge and agree that You retain full responsibility for: (a) fulfilling Your obligations with respect to VAT, if applicable; (b) paying the VAT, if applicable, on the commissions collected and paid to You by Supplier on Your behalf; (c) immediately reviewing all invoices and requesting copies of any reports or invoices not received from Supplier; (d)

advising Supplier of any changes to Your company's tax identification information; and (e) otherwise complying with all applicable tax laws, rules and regulations.

- 3.7 Exchange Rate Risk. In the event that Supplier is retained by Advertiser to process payments on its behalf, you may be permitted, at Supplier's sole discretion, to elect to receive payment in a currency other than the default currency for the applicable the Advertiser. In such case you will bear all risk of any fluctuations in the applicable currency exchange rate.

4. LICENSE

- 4.1 License to You. Subject to the terms of this Agreement, Supplier grants You a personal, non-exclusive, non-transferable, non-sublicensable, revocable and limited license to do the following solely for the Permitted Purpose: (a) use information from or about the Network for the Permitted Purpose, (b) access the Network Platform including reports made available to You by Supplier; and (d) use without modification any Supplier Tools (including Qualifying Links) provided by Supplier.

a. Limitations. Except as provided in this Section 4, all other uses of the Network, the Network Platform, the Supplier Tools, or other intellectual property made available to you by Supplier is prohibited. You may not circumvent, reverse engineer, disassemble, decompile or attempt to derive source code for, impair, disable or otherwise interfere with any tracking codes and/or other technology and/or methodology made available by Supplier and/or Advertiser.

b. No Sublicense. Unless You are so permitted as a Subnetwork, You may not: (i) sublicense, rent, lease, sell, resell, or outsource any Supplier Tools; or (ii) use any Supplier Tools in connection with aggregating, soliciting or recruiting Advertisers, other publishers, other sites or other persons to form or join a marketing, advertising or similar network. Any attempt to do the above will be null and void.

c. Use of the Supplier Name. This Agreement does not grant to you any license or right to use Supplier's name or any of its logos or trade or service names or marks except to the extent any trade or service name is part of any code made available to you as part of a Qualifying Link. Any public announcement by you regarding this Agreement or the Network or that otherwise refers to Supplier will require the prior written approval of Supplier. You agree not to disparage Supplier, the Network or any participants on the Network.

d. Duration. The license set forth in this section applies only while you remain a Publisher Partner on the Network and are in full compliance with this Agreement. Supplier may revoke this license at any time by giving you written notice.

- 4.2 License to Supplier. You grant Supplier a non-exclusive, worldwide, royalty-free, sublicensable, license to: (a) use and store any business name, contact information, data or Content You upload, deliver or otherwise make available to Supplier in order to perform services related to the Network; and (b) to reference Your participation in the Network as part of performing services

related to the Network and Network Platform. Any uses of your logos or other trademarks will be made in accordance with your specified usage guidelines.

- 4.3 Data Ownership. As between You and Supplier, You own all data provided by you or that you independently collect through your sites without use of the Network, the Network Platform, or Supplier Tools, subject to the licenses granted under this Agreement; and Supplier owns all Platform Data.
- 4.4 Subnetworks. Notwithstanding anything to the contrary in this Section 4, if You are a Subnetwork, Supplier hereby grants You a license, on terms equivalent to Section 4.1, to further sublicense to sub publishers for the Permitted Purpose, subject to Supplier's prior written consent and the following restrictions:
- a. In exchange for this right to sublicense, you agree to provide information regarding, as requested by Supplier, to the extent necessary to provide the services related to the Network and the Network Platform.
 - b. Supplier agrees that it will not use Sub publisher information to solicit such sub publishersto become Publisher Partners; provided, however, it will not be a violation for Supplier to
 - (i) To engage in general solicitations of publishers as long as not directed at Subnetworks' sub publishers; and (ii) permit a sub publisher to sign up as a Publisher Partner in responseto such a general solicitation.
 - c. You will remain liable for all acts or omissions of any sub publisher.

5. CONFIDENTIAL INFORMATION

- 5.1 Non-Disclosure. Each party ("**Receiving Party**") will keep the other party's ("**Disclosing Party**") Confidential Information secure using at least the same degree of care that it uses to protect its own Confidential Information, but no less than reasonable care, and will not disclose or use such other party's Confidential Information except to the extent reasonably necessary to perform its obligations or exercise its rights under this Agreement. Further, the Receiving Party may disclose the Disclosing Party's Confidential Information only to those of its employees, officers and directors, third-party consultants, and advisers, and the employees and officers of its Affiliates (collectively referred to as "**Representatives**") with a legitimate need to know such information in order to perform their respective duties; provided that (a) each such person has a legal or contractual obligation to maintain the confidentiality of such information, and (b) in the case of Representatives, no such Representative is a competitor of, or affiliate of a competitor of, the Disclosing Party. You are responsible for the use and storage of the password and ID issued by Supplier to access the Supplier Tools and will immediately notify Supplier in writing of any loss or involuntary disclosure thereof. Supplier reserves the right to change the password and ID issued to you in the event of a suspected breach of this Agreement or compromise of the security of your account.
- 5.2 Exceptions. The term "**Confidential Information**" will not include information that (a) is or becomes publicly available without breach of this Agreement, (b) the Receiving Party obtains from

a source other than the Disclosing Party, provided that the disclosure to the Receiving Party by such source is not known to the Receiving Party to be a violation of a confidentiality obligation of such source to the Disclosing Party, and (c) the Receiving Party knew prior to receiving such information from the Disclosing Party or develops independently without use of the disclosing party's trade secrets or confidential information, as shown by contemporaneous records. The confidentiality restrictions in this Agreement will not apply to disclosure by the Receiving Party of the Disclosing Party's Confidential Information to the extent required by law or court order, provided that the Receiving Party uses reasonable efforts to give the Disclosing Party prompt written notice of such requirement, in advance if possible, in order to give the Disclosing Party an opportunity to lawfully prevent or limit the scope of such disclosure.

6. PRIVACY; DATA PROTECTION

The provisions below are not intended as legal advice; you are responsible for determining what laws, including data privacy laws, to which you and your business are subject.

- 6.1 Privacy Policy. To the extent required by applicable Data Protection Laws, You agree to maintain, on all Sites used by You in connection with Your participation in the Network, a privacy policy that meets the following criteria: (a) is accessible conspicuously from such Site's home page, with a link that contains the word "Privacy", "Legal", "Terms" or similar language; (b) provide necessary disclosures related to: (i) the use of tracking devices, including cookies and tracking devices enabled by Supplier at Your request on Your behalf; (ii) descriptions of data collection for Interest-Based Advertising (as defined below), and (iii) information about the how a user can exercise choices (including opt-out) available to visitors to Your sites, in or around Qualifying Links and other advertising content. "**Interest-Based Advertising**" means each of (x) the collection of data across multiple digital properties or other sources for the purpose(s) of profiling and delivering advertising based on preferences or interests known or inferred from the data collected and (y) the collection of data about a user's activity on or in one digital property or source for the purpose(s) of profiling and delivering advertising based on that data on a different digital property.
- 6.2 Compliance with Additional Data Provisions. Depending on the location of Your business and the traffic through Your Sites, You further agree to the data protection provisions set forth in Schedule J. If You fail to comply with the requirements of this section, Supplier reserves the right to suspend payments that it reasonably believes is related to non-compliant activity, or to suspend or terminate Your account pursuant to the Agreement. If you determine that certain Data Protection Laws do not apply to you, then you agree to provide Supplier with your analysis concluding the same or, provide detailed information regarding the specific steps you take to ensure that individuals located in the applicable jurisdiction, or to otherwise ensure that individuals located in a particular regulated jurisdiction do not visit Your Site using the Network or Supplier Tools.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 By both parties. Each party hereby represents, warrants, and agrees: (a) it is duly organized, validly existing, and has full authority to enter into this Agreement; (b) it has the full authority to perform its duties under this Agreement; (c) it will comply with all laws, rules and regulations

applicable to the operation of its business and to its performance under this Agreement; and (d) performance under this Agreement does not conflict with any other duty to any other party under which it is bound, including proprietary and privacy rights.

7.2 By Publisher Partner. You further represent, warrant, and agree that the information you provided as part of the registration process or otherwise, is and will be truthful, accurate and complete.

7.3 Disclaimers. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY OUTLINED ABOVE, SUPPLIER (INCLUDING ITS CONTRACTORS AND SUPPLIERS) PROVIDE THE NETWORK, THE NETWORK PLATFORM, THE TOOLS, AND THE SERVICES ASSOCIATED WITH THE NETWORK ON AN "AS-IS" BASIS. SUPPLIER HEREBY DISCLAIMS AND MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING REPRESENTATIONS, GUARANTEES OR WARRANTIES AS TO ACCURACY, ADVERTISERABILITY, NON-INFRINGEMENT, COMPLETENESS, CURRENTNESS, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. SUPPLIER DOES NOT WARRANT THAT YOU'RE USE OF THE NETWORK, THE NETWORK PLATFORM, OR SUPPLIER TOOLS WILL RESULT IN ANY PARTICULAR LEVEL OF INCOME OR BUSINESS TO YOU, OR THAT ANY QUALIFYING LINKS OR ENGAGEMENTS WILL BE AVAILABLE TO YOU.

8. LIMITATIONS OF LIABILITY

8.1 LIMITATION. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF SUPPLIER FOR ANY CLAIMS MADE UNDER THIS AGREEMENT WILL NOT, IN THE AGGREGATE, EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE AVERAGE OF COMMISSION FEES PAYABLE TO YOU BY NETWORK ADVERTISERS DURING THE THREE (3) MONTH PERIOD PRIOR TO ANY SUCH CLAIM, AND (B) USD \$1,000 OR THE EQUIVALENT IN THE APPLICABLE CURRENCY UNIT. YOU RECOGNIZE AND ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY IS FAIR AND REASONABLE, IN LIGHT OF THE FACT THAT SUPPLIER IS PROVIDING THIS SERVICE AT NO CHARGE TO YOU.

8.2 NO CONSEQUENTIAL DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR BASED ON WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, EVEN IF SUCH ENTITY WAS AWARE THAT SUCH DAMAGES COULD RESULT. THE FOREGOING WILL NOT LIMIT RECOVERY FOR (A) THIRD PARTY CLAIMS AGAINST SUPPLIER ARISING FROM YOUR BREACH OF THIS AGREEMENT, AND (B) YOUR INFRINGEMENT OR MISUSE OF SUPPLIER'S INTELLECTUAL PROPERTY RIGHTS.

9. INDEMNIFICATION

9.1 Indemnification by You. You agree to indemnify and hold harmless Supplier for and against any Claims that directly or indirectly arise out of or are based on (a) any breach of Your obligations under this Agreement, including failure to comply with applicable Data Protections Laws, or tax, labor or other applicable laws, (b) any breach by You of an Engagement, (c) Your negligence or willful misconduct, and (d) any actual or alleged infringement by You of any Intellectual Property Rights or other rights of any person.

9.2 Supplier Indemnification. Supplier agrees to indemnify and hold You harmless for and against any

Claims that directly or indirectly arise out of or are based on (a) any breach of Supplier's obligations under this Agreement, and/or (b) any claims that the Supplier owned Intellectual Property Rights licensed to You by Supplier, when used strictly as permitted under this Agreement, infringe any Intellectual Property Rights or other rights of any person.

- 9.3 Control of Defense. Supplier may, at its election in its sole discretion, assume the exclusive defense and control of any matter otherwise subject to indemnification. Supplier may participate in the defense of all claims as to which it does not assume defense and control, and you will not settle any such claim without Supplier's prior written consent.

10. AMENDMENTS; CHANGES IN SERVICES

- 10.1 Upon at least fourteen (14) days' prior written notice, Supplier may, at any time, (a) add to, remove or otherwise amend any or all terms, conditions and/or other provisions of this Agreement, including any Network Policies or (b) add, remove, suspend or discontinue any aspect of the Network, the Network Platform, and Supplier Tools.
- 10.2 YOU'RE CONTINUED USE OF THE NETWORK AND/OR OFFERING AFTER EXPIRATION OF ANY APPLICABLE PRIOR NOTICE PERIOD WILL CONSTITUTE YOUR BINDING AND LEGALLY ENFORCEABLE AGREEMENT TO SUCH AMENDMENT OR CHANGE, AS APPLICABLE. IF YOU DO NOT WISH TO ACCEPT ANY SUCH AMENDMENT OR CHANGE, THEN YOU MUST TERMINATE YOUR ACCOUNT IN THE NETWORK AND CEASE USING THE NETWORK, THE NETWORK PLATFORM, SUPPLIER TOOLS (INCLUDING QUALIFYING LINKS) AND ANY ASSOCIATED ENGAGEMENT.

11. TERMINATION; SUSPENSION

- 11.1 Termination. Either party may terminate this Agreement and Your participation in the Network at any time by providing written notice to the other party. Your removal of Qualifying Links from Your Site alone does not terminate an Engagement or this Agreement.
- 11.2 Suspension. Supplier may suspend, limit, restrict, condition or deny your access to or use of all or any part of the Network, the Network Platform, the Supplier Tools, or any Qualifying Links at any time in its sole discretion.
- 11.3 Termination of Advertiser. Should an Advertiser's participation in the Network end or be suspended, Supplier may terminate or suspend all Qualifying Links with that Advertiser without notice and without obligation or liability to you.

12. EFFECTS OF TERMINATION

- 12.1 Termination. Upon any termination of this Agreement and/or Your participation on the Network:
- a. You will immediately cease to use and remove from all Site(s), whether or not controlled by You, all Qualifying Links and other Content or materials provided to You in connection with Your participation in the Network or Your use of the Network Platform and Supplier Tools.

- b. All licenses and rights granted to you under this Agreement will immediately cease and terminate.
 - c. Supplier may terminate or, in its sole discretion, direct or redirect all Qualifying Links continued to be used by you without Supplier or any Advertiser incurring any further liability or obligation to you.
 - d. All confidential information of Supplier (including as applicable any confidential information of Advertisers as and to the extent originally provided by Supplier) that is in your possession or control must be immediately returned or destroyed, at Supplier's sole discretion. If requested, you will certify in a writing signed by you or an authorized officer as to the return or destruction of all such confidential or proprietary information.
- 12.2 Survival. All rights or remedies arising out of a breach of any terms of this Agreement will survive any such termination of this Agreement. Sections 5, 7, 8, 9 and any provision which by its terms are intended to survive any expiration or termination of this Agreement, will survive any expiration or termination of this Agreement.

13. MISCELLANEOUS

- 13.1 Independent Contractors. The parties are independent contractors and not partners or joint ventures. This Agreement is governed by applicable civil legislation and nothing in this Agreement will confer upon either party any authority to obligate or bind the other in any respect or cause either party to have a fiduciary or employment relationship with the other.
- 13.2 Force Majeure. Supplier will not be liable to You by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, strikes, lockouts or other industrial disputes, earthquakes, interruptions in telecommunications services or internet facilities, pandemics or any other cause which is beyond the reasonable control of Supplier, whether or not similar to the foregoing
- 13.3 Assignability. You may not assign or delegate any of the rights or obligations under this Agreement, and any such attempted assignment or delegation will be void. This Agreement is binding on and inures to the benefit of the respective permitted successors, heirs and assigns of each party.
- 13.4 Severability. If any portion of this Agreement is held by a court with jurisdiction to be invalid or unenforceable, the remaining portions hereof, will remain in full force and effect. If any provision of this Agreement will be judicially unenforceable in any jurisdiction, such provision will not be affected with respect to any other jurisdiction.
- 13.5 Governing Law. Except as otherwise provided in Schedule II, this Agreement and any non-contractual rights or obligations arising out of or in connection with it will be governed by and construed in accordance with the laws of the State of New York, U.S.A., without regard to its conflicts of law principles.

13.6 Entire Agreement; Third Party Beneficiaries. This Agreement is the entire agreement between the parties pertaining to its subject matter and supersedes all prior written or oral agreements with respect to such subject matter. There are no third-party beneficiaries of this Agreement; and persons who are not a party to this Agreement will have no rights under such laws as the Contracts (Rights of Third Parties) Act of 1999 or similar laws. The headings of sections or other subdivisions of this Agreement will not affect in any way the meaning or interpretation of this Agreement.