

Publisher Master Services Distribution Agreement

This Publisher Master Services Distribution Agreement (the “Agreement”), effective on the date agreed to online (the “Effective Date”), is entered into by and between REVZR Tech Strategies, LP (d/b/a Revizer), a Delaware limited partnership (“Company”), and the individual or entity who signed up through Company’s online interface (“Publisher”) (each a “Party,” and collectively the “Parties”).

WHEREAS, Publisher desires to monetize activities occurring on one or more Publisher Properties (as defined below) by distributing on such Publisher Properties one or more cookies, advertising tags, JavaScript code, software applications, web browser extensions, proxies, pixels, iframes, HTML code, XML or other advertising feed, or some other type of interface, code, file, or monetization technology provided or offered by Company (collectively, the “Company Products”) to display images, text, sound, video or other content used as, or as part of, an advertisement (the “Advertising Materials”) or perform other revenue generating activities (the “Monetization Activities”); and

WHEREAS, the Parties are entering into this Agreement to set forth the terms relating to use of the Company Products on Publisher Properties to display Advertising Materials or engage in Monetization Activities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Additional Definitions.

1.1. Action means some activity or transaction involving a User, including without limitation a download, installation, sale, click, hover, view, impression, viewing of a webpage, submission of certain User Data, subscription or completion of a form, performance of calculations, provision of processing power, or other action that entitles Company to payment under this Agreement. Specific Actions may be set forth in an Insertion Order, the Dashboard, or otherwise agreed upon in writing between the Parties.

1.2. Monetization Tag means the HTML or other code that: (a) causes the display of advertisements; (b) causes the Monetization Activities to be performed; (c) permits Company or Publisher to track information about Users viewing or interacting with Advertising Materials or Monetization Activities; or (d) permit Company or Publisher to track Users who view or interact with Advertising Materials, websites, landing pages, social media pages, and applications, or who entirely or partially completes an Action.

1.3. Agreement means this Publisher Master Services Distribution Agreement, any applicable Insertion Order hereunder, any applicable information or terms in the Dashboard, and any Company policies or guidelines published through the Dashboard or otherwise provided to Publisher, as may be updated from time to time.

1.4. Company Services means: (a) Company’s provision of the Dashboard and Company’s platform; (b) Company’s provision of the Company Products to be distributed on or through one or more Publisher Properties; and (c) Company’s distribution or syndication of third party content, monetization products, or Advertising Materials through the Company Products; and (d) all software, data, reports, analytics, technologies, and content made available through any of the foregoing.

1.5. Confidential Information of a Party means all information of, or concerning, such Party, its affiliates, and its and their respective directors, partners, officers, employees, managers and members, which is confidential, proprietary, or competitively sensitive, or which by the nature of such information and the circumstances surrounding its disclosure should be reasonably understood to be confidential, and is disclosed to or obtained by the other Party. Without limiting the foregoing, Company’s Confidential Information includes: (a) all software and source code, technical processes and formulas, product designs, sales, financial information, product and business plans, advertising revenues, bid information, usage rates, Internet monetization strategies, and customer data; (b) the terms of the Agreement, including pricing terms, and the existence and nature of the commercial relationship between Company and Publisher; (c) the identities of and information relating to Company’s relationships with its advertisers, publishers, distribution sources, and other partners and networks, and such third parties’ information; (d)

all code, technology, reporting, accounting management systems and interfaces, technical information, and other data contained in or relating to the Company Products or Monetization Activities, including without limitation bidder identities, pricing and bidding data, campaign data, and keywords used in Company's Products; and (e) all User Data, as well as any data derived from User Data, including without limitation Company Product performance data, optimization data, and other data regarding User interactions with the Company Products, Advertising Materials, or Monetization Activities, which User Data and derivate data constitute Company's exclusive property. Confidential Information does not include information that: (a) is in or enters the public domain without breach of this Agreement; (b) the receiving Party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (c) the receiving Party lawfully knew prior to receiving such information from the disclosing Party; or (d) the receiving Party develops independently without use of the disclosing Party's Confidential Information.

1.6. Covered Partner means any Partner that Publisher (or any affiliated entity) knows or reasonably should know has a relationship with Company.

1.7. Dashboard means the Company's account management and reporting interface made available to its Publisher clients, which may specify the Company Products or Monetization Activities utilized by Publisher, relevant payment terms, and how Publisher shall distribute the Company Products via the Publisher Properties, such as distribution by JavaScript Injection, EXE Bundling, or XML/other advertising feed, and which serves as the exclusive tracking system for all purposes relating to the Agreement.

1.8. Ineligible Transactions means transactions for which payments will be excluded or withheld from Publisher, or charged back if the payments were previously made to Publisher, because those transactions involve, directly or indirectly, any of the following activities (as determined by Company in its sole reasonable discretion): (a) any activities that violate any provision of this Agreement; (b) any activity that is fraudulent, deceptive, or unfair; (c) any violation of any applicable Laws, third-party right, or industry guidelines; (d) inflation of revenue, metrics associated with Monetization Activities, or number of Actions, such as impressions or clicks in connection with the Publisher Properties (including without limitation the use of incentives or the generation of impressions or clicks by use of automated programs); or (e) any activities that otherwise does not meet Company's quality standards or that in Company's good faith belief would expose Company or its third party clients to liability or reputational harm.

1.9. Insertion Order or IO means an agreement entered into by Company and Publisher, each of which is incorporated herein by reference, and which may be: (a) an electric or paper form identifying itself as an IO executed by both Parties; (b) a web-based form identifying itself as an IO or specifying the payment model or other campaign information for distribution of the Company Products; or (c) any written communication (including e-mail) specifying or modifying the payment terms for distribution of the Company Products.

1.10. Laws means any applicable federal, state, local, or international laws, regulations, guidelines, ordinances, judgments, decrees, orders or other governmental requirements, including without limitation the EU General Data Protection Regulation 2016/679 ("GDPR").

1.11. Net Revenue means collected revenues directly generated from and attributable to the Company Products on the Publisher Properties, less the following deductions: allocation of operational costs (including without limitation virtualized computing, hosting, storage, and bandwidth charges) as determined by Company in its reasonable discretion; payment processing fees; referral fees; refunds; returns; and reserves for advertiser chargebacks and bad debt.

1.12. Partners means the advertisers, other publishers, content providers, and third parties that participate in Company's network.

1.13. Prohibited Activities means to promote, contain, or otherwise facilitate the distribution of any content, process, or application that: (a) enables unauthorized use of a User's computer or collection of User Data; (b) involves deceptive or surreptitious collection or use of User information, including without limitation personally identifiable information or tracking of browsing activity; (c) frustrates a User's uninstall or removal efforts; (d) is installed on a User's computer without the User's prior affirmative consent thereto and acceptance of a clear and conspicuous end-user license agreement and privacy policy fully compliant with all Laws and industry best practices

and which permits all advertising and monetization activities contemplated under this Agreement; (e) violates this Agreement, attempts to or has the effect of circumventing or hindering Company's compliance efforts, or has not otherwise been approved in writing by Company; (f) inflates revenue, the number of impressions, clicks, or other Actions in connection with the Publisher Properties through any deceptive or misleading practice, method, or technology including, but not limited to, the use of any spyware, device, program, robot, redirects, spiders, computer script or other automated, artificial or fraudulent methods designed to appear like an individual, live person viewing advertisements; (g) distorts or impairs the quality of User Data; or (h) competes or interferes with the Company Products.

1.14. Prohibited Materials means any of the following: (a) pornographic or sexually explicit content; (b) materials that promote or glorify violence; (c) hateful or discriminatory materials; (d) materials promoting criminal activities; (e) materials containing spyware, malware, or other harmful code; (f) profane, offensive, or obscene content; (g) materials that infringe or violate the rights of others (including copyright, trademark, trade secret, privacy and/or publicity rights), or that promote products or services that do so; (h) defamatory, libelous, or harmful content; (i) materials directed to, targeted at, or designed to appeal to children under the age of 13; (j) materials that violate or promote the violation of any Laws or any Internet service provider's or Internet property's privacy policies or terms of use; and (k) materials that violate any Company guidelines or prohibitions contained in any Insertion Order or the Dashboard.

1.15. Publisher Properties means any Publisher Internet properties, software applications, or platforms, including without limitation websites, social media pages, forums, downloadable applications, online applications, toolbars, plugins, extensions, software bundles, and other web-related technologies.

1.16. Successful Installation means the successful installation of the Company Product on the computer of a unique human User that does not already have the version of the Company Product being distributed by Publisher or any of its components previously installed, and the installation meets other guidelines and criteria set forth in an applicable Insertion Order or the Dashboard.

1.17. User means an Internet user who accesses or might access the Publisher Properties.

1.18. User Data means any and all data, whether personally identifiable or non-personally identifiable, collected from or related to a User through or as a result of any Company Products or a User's interaction with Advertising Material or Monetization Activities on the Publisher Properties, as well as any data derived from such data, including without limitation installation/uninstallation rates, the fact that a User began or completed an Action, Company Product performance data, number of hovers, clicks, or impressions, and other data regarding User interactions with the Company Products or Advertising Materials.

2. Insertion Orders; Distribution Methods; Licenses.

2.1 Insertion Orders & Distribution Methods. The Parties agree that certain terms relating to this Agreement, including payment and campaign details, may be set forth in one or more Insertion Orders. Upon execution by both Parties, each such Insertion Order will become a part of and be subject to the terms and conditions of this Agreement. Each Insertion Order may specify how Publisher shall distribute the Company Products via the Publisher Properties, such as distribution by JavaScript Injection, EXE Bundling, or through an XML or other feed implementation. Publisher acknowledges and agrees that all monetizations available through the Company Products may be activated on the Publisher Properties, unless specifically prohibited in writing by Publisher in advance.

2.2 Account Setup. Company may provide Publisher with an initial login and password to access Company's Dashboard. Publisher shall be solely responsible for maintaining the confidentiality of its account and associated password and for any and all activity under Publisher's account, and shall immediately notify Company of any unauthorized use of its account. Publisher shall not permit or assist any third party in accessing the Dashboard using Publisher's login and password, and shall not assign or otherwise allow access to its account by any third party without Company's prior written permission.

2.3 Licenses. Company hereby grants Publisher a revocable, non-exclusive, non-transferable, non-sublicensable (except as contemplated by Section 12 hereto) limited license to: (a) use the Company Products

designated in any Insertion Order or in the Dashboard; (b) use the Dashboard (if applicable), and any related services provided by Company; and (c) make available the Advertising Materials or Monetization Activities on the Publisher Properties, in each case pursuant to this Agreement for the sole purpose of fulfilling Publisher's obligations during the Term. Publisher may not deploy or use Company Products in connection with any property other than approved Publisher Properties.

3. Company Intellectual Property; Data Collection and Ownership.

3.1. Company Intellectual Property. All materials, systems and any related services provided in connection with this Agreement, including their operations, interfaces, and features, and any improvements, modifications, or derivatives thereof, are protected under applicable copyright, patent, trademark and other intellectual property laws and constitute Confidential Information and trade secrets owned exclusively by Company. All rights in, to, under and relating to the Company Products and Services are reserved to Company, except for the limited licenses granted to Publisher in this Agreement. Company shall exclusively own and have the right to freely use all ideas, inventions, feedback, suggestions, improvements, modifications, and other developments relating to the Company Products or Services (collectively, "Improvements") suggested or created, conceived, developed or reduced to practice by either Party in connection with this Agreement (including any Improvements developed at Publisher's request), without any obligation to obtain Publisher's consent or pay any compensation.

3.2. Non-Reverse Engineering. Publisher shall not (and shall not permit any third party to): (a) tamper with, disable, copy, modify, decompile, reverse engineer, change, block, interfere with the operation of, or otherwise impair the functionality of any Company Products, Services, or Advertising Material; (b) merge, bundle or distribute any Company Products or Advertising Material with any other product or service, unless permitted pursuant to this Agreement or otherwise in writing by Company; (c) use any Company Products or Advertising Material to create any other product or service; (d) uninstall, facilitate the uninstallation of, or otherwise impair the functionality of any Company Products or technologies; (e) attempt to derive the Company client or Partner identities, pricing, keywords, performance data, bidding data, and other Company data from the Company Products or Monetization Activities; or (f) attempt to derive the source code or the underlying algorithms or protocols for the Company Products or Services.

3.3. Data Collection and Ownership; User Consent. All User Data is exclusively owned by Company; however, Publisher owns all data collected directly by Publisher from Users or submitted by Users directly to Publisher, such as through User interaction with the Publisher Properties or the completion of forms and information submitted on the Publisher Properties. Publisher shall, at all times during the Term of this Agreement, clearly and conspicuously post on any Internet Properties that utilizes the Company Products an easy to understand set of terms and conditions and privacy policy compliant with all Laws (including without limitation the GDPR) and permitting all advertising and monetization activities, data collection, and use contemplated by this Agreement (including Company's use of cookies and other automatic information gathering or targeting technologies, as well as all other collection and use of User Data under this Agreement), and which clearly discloses and obtains any necessary User consent for: (a) Publisher's advertising or other monetization activities in accordance with applicable Law, including the display of Advertising Materials and any other Monetization Activities provided through the Company Products; (b) all use of advertising or other monetization technology relating to data collection, reporting, and targeting activities; (c) an easy to use "opt-out" method for User to opt-out of data collection, the display of Advertising Materials, or other Monetization Activities, such as instructions for uninstalling the Publisher Properties; and (d) the collection of data by, and sharing of data with, third parties including Company. To the extent that any User Data or other data collected or utilized under this Agreement constitutes personal data under the GDPR, the processing of and each Party's obligations with respect to such personal data is governed by the terms of the Data Processing Addendum ("DPA") hosted at <https://reports.revizer.com/static/files/dpa.pdf> or elsewhere in the Dashboard, which is hereby incorporated by reference. Publisher acknowledges that in providing the Company Services, Company is acting as Publisher's data processor in its processing of such personal data on Publisher's behalf, and Publisher further represents and warrants that as the data controller of personal data it shall comply with the DPA and applicable terms of the GDPR, and that it has the right to collect, use, and transfer such data to Company in order to utilize the Company Services.

4. **Exclusivity.** During the Term, Company shall be Publisher's exclusive provider of products and services that are the same as or similar to the Company Products and Monetization Activities that Company made available to Publisher at any time during the Term and, during the Term, Publisher shall not utilize the products or services of

any other person or company if Company provided or offered the same or similar monetization products or services to Publisher at any time during the Term of this Agreement.

5. Prohibited Materials and Activities.

5.1. Publisher's activities, the Publisher Properties, and any related materials shall not in any way utilize or promote, contain or distribute, any Prohibited Materials or engage in Prohibited Activities. If Publisher is distributing any Company Products by JavaScript Injection or similar implementation measures as specified in any Insertion Order or the Dashboard, Publisher shall identify at Company's request the specific Publisher Properties such Company Products are distributed with, including without limitation the name of any web browser extensions. If Publisher is distributing any Company Products by EXE Bundling, Publisher shall utilize Company's approved installation screens and disclosures in the Publisher Properties such Company Products are distributed with. Notwithstanding anything to the contrary in this Agreement, Company may withhold, cancel, or chargeback any and all amounts owed or payments already made to Publisher if Company in its sole, good faith discretion determines that Publisher violated, or knowingly permitted or incentivized another to violate, any material provisions of this Agreement, including without limitation this Section 5.1, whether or not such amounts were attributable to those violations.

5.2. Publisher agrees and acknowledges that Company has proprietary relationships with its Partners. Accordingly, during the Term and for twelve (12) months thereafter, Publisher and its affiliated entities, shall not (directly or indirectly, either on behalf of itself or any third party): (a) with respect to any Covered Partner of Company, (i) circumvent Company's relationship with any Covered Partner, (ii) serve as a publisher or source of Internet traffic, impressions, clicks, or other advertising inventory for any Covered Partner, (iii) encourage or cause any Covered Partner to reduce or terminate its relationship with Company, or (iv) collaborate or contract with any Covered Partner to monetize the Publisher Properties; or (b) develop, market, sell, license, or provide any software, technology, network, or services that are similar to or competitive with the Company Products and Company Services, including without limitation the monetization services provided under this Agreement and Company's proprietary optimization and targeting technology, methodology, or algorithms, or engaging in any activities in preparation of any of the foregoing. Publisher acknowledges and agrees that the foregoing restrictions are reasonable and necessary for Company to protect its rights in its Confidential Information and trade secrets that it has invested substantial time and resources to develop. The Parties agree that any breach of this Section 5.2 would result in irreparable injury, and that in the event of any breach or threatened breach hereof, the complaining Party will be entitled to seek injunctive relief in addition to any other remedies to which such Party may be entitled, without the necessity of posting bond.

6. Confidential Information. Each Party agrees it shall: (a) not disclose to any third party or use the Confidential Information except as expressly permitted in this Agreement or as otherwise necessary to perform its obligations or exercise its rights under the Agreement; and (b) take all reasonable measures to maintain the confidentiality of all Confidential Information of the other Party in its possession or control. Publisher may not use or disclose any aggregate data (e.g., such as performance data) in a manner that would permit a third party to identify which portion of such data is attributable to Company. Each Party may disclose Confidential Information of the other Party as necessary to comply with the requirements of legal or administrative process, provided that such Party provides the other Party with reasonable advance written notice of any such intended disclosure and cooperates reasonably with its efforts to obtain a protective order. In addition, the Parties hereby agree that except as required by law (and then only with prior written notice and cooperation, as provided in the preceding sentence) or with the written consent of both Parties, neither may make any press release or other public announcement regarding their relationship or this Agreement. The Parties agree that any breach of either Party's obligations under this Section 6 would result in irreparable injury, and that in the event of any breach or threatened breach hereof, the complaining Party will be entitled to seek injunctive relief in addition to any other remedies to which such Party may be entitled, without the necessity of posting bond.

7. Term and Termination.

7.1. Term. The term of the Agreement (the "Term") shall commence on the Effective Date and shall continue until terminated as permitted herein or in any Insertion Order.

7.2. Termination. Publisher shall provide at least ninety (90) days' written notice prior to terminating this Agreement. Company may terminate this Agreement or any Insertion Order hereunder for any reason upon email or other written notice, including through the Dashboard, or immediately without notice if Company in good faith believes that Publisher has breached any provision of the Agreement. Upon any termination of this Agreement, all licenses granted hereunder shall immediately terminate, and each Party shall promptly return to the other, or destroy and certify the destruction of, any Confidential Information or copies thereof in such Party's possession, whether in tangible or electronic form. Publisher will not be entitled to any payments from Company based on any Net Revenues generated from the Company Products on the Publisher Properties after termination.

7.3. Survival. All provisions of this Agreement relating to ownership of data or intellectual property, confidentiality, indemnification, non-circumvention, non-competition, disclaimers of warranties, and limitations of liability, as well as any other provisions hereof which, by their nature, are intended to survive termination of this Agreement, shall do so. Any payment obligations accruing prior to termination also shall survive.

8. Reporting and Payments.

8.1. Tracking and Reporting. Company's reporting system shall be the exclusive tracking system for all purposes under this Agreement, including determining the amount of Net Revenue, Actions, or Successful Installations, and the reports generated by Company's tracking and reporting system shall be final, binding, and determinative for all purposes hereunder. Company may provide Publisher with an initial login and password to access the Company Dashboard or to retrieve and implement Company Products. Publisher acknowledges that Company's daily reporting in the Dashboard may not reflect complete or final numbers, and may be adjusted by Company and finalized within a reasonable period after the close of each month. Publisher shall keep its account information current, complete, and accurate. Publisher is responsible for any and all activity under Publisher's account.

8.2. Publisher Payments. Company shall pay Publisher a varying percentage of Net Revenue based on the type of monetization provided through the Company Products on the Publisher Properties ("Revenue Share"), or a fee based on the number of Successful Installations of the Company Products ("PPI Fee"), and in accordance with the terms set forth in the applicable Insertion Order or Dashboard, which Revenue Share or PPI Fee may be adjusted from time to time upon written notice to Publisher, including through email or the Dashboard. Publisher acknowledges that any Net Revenue generated directly or indirectly from Ineligible Transactions will be excluded or withheld from Publisher. For the avoidance of doubt, Company may charge back payments previously made with respect to any Net Revenue or PPI Fee determined to be an Ineligible Transaction hereunder. Unless otherwise specified in an applicable Insertion Order or the Dashboard, where Publisher is distributing the Company Products through JavaScript Injection, Company shall pay Publisher fifty percent of the Net Revenue generated from Company's full page ad monetizations product implemented on the Publisher Properties, and payments will be made within sixty (60) days after receipt of an invoice based on finalized numbers for the relevant calendar month. Each payment shall be sent to the Publisher address and contact identified in the Insertion Order or Dashboard. All payments will be in U.S. dollars.

9. Representations and Warranties; Disclaimers.

9.1. Each Party represents, warrants and covenants to the other that: (a) it is duly organized, validly existing and in good standing in its jurisdiction of incorporation or formation; (b) it has the necessary powers and authority to enter into this Agreement; and (c) this Agreement has been duly executed and delivered by such Party and constitutes a legal, valid and binding obligation of such Party and any third parties such Party is acting on behalf of, enforceable against such Party and any such third parties in accordance with its terms.

9.2. In addition, Publisher represents and warrants that entering into this Agreement and its activities under or related to this Agreement, including the Publisher Properties and the display of Advertising Materials, Monetization Activities, and processing of User Data in connection therewith, do not violate any third party right, any applicable Law, or any agreement or other understanding between Publisher and any third party.

9.3. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, IN

CONNECTION WITH THIS AGREEMENT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY, ACCURACY, ABSENCE OF VIRUSES OR OTHER MALICIOUS SOFTWARE, UNINTERRUPTED OR ERROR-FREE OPERATION, ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND ANY REPRESENTATIONS OR WARRANTIES REGARDING THE AMOUNT OF PAYMENTS UNDER THE AGREEMENT. PUBLISHER ACKNOWLEDGES THAT COMPANY HAS NOT (AND COMPANY'S AGENTS HAVE NOT) MADE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE COMPANY PRODUCTS, ADVERTISING MATERIALS, COMPANY SERVICES, MONETIZATION ACTIVITIES, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, EXCEPT FOR THOSE EXPRESSLY SET FORTH IN THIS SECTION 9.

10. Limitations of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS OR REVENUES (WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY) IN ANY WAY RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAD BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM OR DAMAGE OR SERIES OF CLAIMS OR DAMAGES IS LIMITED TO THE AMOUNT PAID BY COMPANY TO PUBLISHER UNDER THE INSERTION ORDER(S) IN CONNECTION WITH WHICH THE CLAIMS OR DAMAGES AROSE DURING THE SIX (6) MONTHS PRECEDING THE LAST CLAIM. IN ADDITION, NEITHER PARTY SHALL BE LIABLE FOR ANY CLAIMS OR DEMANDS BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED IN THE INDEMNIFICATION PROVISIONS OF THIS AGREEMENT. However, these limitations of liability shall not apply to a Party's express indemnification obligations, a breach of its obligations under Sections 3-6 above, or Publisher's breach of any license restrictions in the Agreement.

11. Indemnification.

11.1. Each Party agrees to defend, indemnify, and hold harmless the other Party, its affiliates, and its and their respective members, managers, partners, officers, employees, contractors and agents, from and against any and all costs, losses, damages, judgments and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred in connection with any third-party claim or demand that arises out of or relates to any actual or alleged breach of the indemnifying party's representations and warranties in this Agreement. In addition, Publisher agrees to defend, indemnify, and hold harmless Company and the other persons identified above from and against any and all Losses incurred in connection with any Publisher Properties (including any e-mails, other communications and materials utilized by Publisher in connection therewith), or any acts or omissions of Publisher's Syndication Partners.

11.2. The Party seeking indemnity pursuant to this Section 11 shall provide the other Party written notice within sixty (60) days of any claim, it being agreed that any failure to promptly provide notice shall not relieve a Party of any obligation to indemnify, except to the extent of material prejudice caused by such failure. The indemnifying Party shall, if it accepts the indemnification obligation, have the exclusive right to defend, compromise, and settle such claim, provided that: (a) if the indemnifying Party fails to promptly retain defense counsel that is reasonably acceptable to the indemnified party or otherwise fails to defend the claim, the indemnified Party may, at the expense of the indemnifying Party, retain counsel and defend such claim; and (b) any settlement that imposes any obligation on the indemnified Party shall be subject to the indemnified Party's prior written consent, which shall not be unreasonably withheld.

12. Syndication. Subject to Company's prior written approval, which approval Company may withhold in its sole discretion and which may include additional conditions, Publisher may permit third-party publishers ("Syndication Partners") to utilize the Company Products, to the same extent Publisher is permitted to do so, in conjunction with the Syndication Partner's Internet properties. For the avoidance of doubt, all obligations, representations, and covenants of Publisher under this Agreement, including the provisions of Sections 3-6, 9 and 11 shall apply to any Syndication Partner. Publisher shall be primarily liable for any breach by any Syndication Partners, and shall be solely responsible for any and all payments to Syndication Partners.

13. Miscellaneous.

13.1. Independent Contractors. The Parties are independent contractors and nothing contained herein shall be deemed to constitute either Party an agent, representative, partner, joint venturer or employee of the other Party for any purpose.

13.2. Governing Law; Venue. This Agreement shall be governed by the laws of the United States of America and the Commonwealth of Pennsylvania, without giving effect to the conflict of laws rules thereof. Each Party consents to the sole and exclusive jurisdiction of the federal and state courts located in Philadelphia, Pennsylvania, in all actions arising out of this Agreement. In the event that Publisher is located outside of the United States, Company has the sole discretion of electing to settle any disputes and actions arising out of this Agreement by: (a) bringing suit in federal or state court in Philadelphia, Pennsylvania; (b) bringing suit in a court of competent jurisdiction in the country in which Publisher is located; or (c) binding arbitration, to be held in Philadelphia, Pennsylvania and administered by the International Centre for Dispute Resolution (“ICDR”) in accordance with its International arbitration Rules, with a single arbitrator unaffiliated with either Party and all proceedings to be conducted in English.

13.3. Entire Agreement. This Agreement, any Insertion Orders hereunder, the Data Processing Addendum, and the information contained in the Dashboard, contains the entire understanding and agreement of the Parties with respect to the subject matter contained herein. This Agreement supersedes all prior oral or written understandings and agreements relating thereto except as expressly otherwise provided. In the event of any inconsistency between the terms herein and any Insertion Order hereunder, the Insertion Order shall control.

13.4. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to any law, the remaining provisions shall remain in full force and effect as if said provision never existed.

13.5. Waivers and Amendments. No waiver or amendment of any provision of this Agreement shall be effective unless such waiver or amendment is consented to by both Parties in a writing referencing this Agreement. No failure or delay by either Party in exercising any rights, power or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy.

13.6. Force Majeure. Neither Party shall be responsible for delays or failures to perform its responsibilities under this Agreement due to causes beyond its reasonable control, such as riots, war, public disturbance, labor dispute, fire, explosion, storm, flood, acts of God or terrorism.

13.7. Non-Disparagement. During the term of this Agreement and thereafter, neither Publisher nor any affiliated entity, directly or indirectly, may take any action that is intended, or would reasonably be expected, to disparage or harm the reputation or business of Company or any of its affiliates, directors, officers, agents, or employees.

13.8. Assignment; Beneficiaries. Neither Party may assign its rights or obligations under this Agreement without the other Party’s prior written consent. However, Company may assign this Agreement to an affiliated company or to any successor to substantially all of its assets or business. This Agreement shall be binding on each Party’s successors and permitted assigns. This Agreement is not intended to create any third-party beneficiary rights.

13.9. Notices; Updates. Any notices to Publisher under this Agreement shall be effective upon Company’s sending of an email to the address currently on file in the Dashboard or posting of a notice in the Dashboard. Notices may also be sent by commercially recognized overnight courier, or by facsimile with confirmed receipt, to the addresses set forth in the Dashboard or such other addresses as the Parties may designate from time to time by notice satisfactory hereunder, and will be effective upon receipt. A copy of any notice to Company of a legal nature shall also be sent by certified first-class U.S. Mail, with return receipt requested, to the attention of Company’s General Counsel at the same address. Company may amend or replace this Agreement at any time, including the Data Processing Addendum, and will notify Publisher of material changes by posting a notice in the Dashboard and a link to the then-current version of this Publisher Master Services Distribution Agreement, or by other suitable means. Such amendment or replacement of this Agreement will become effective immediately upon posting to the Dashboard or other Company website, and Publisher’s use of the Dashboard and the Company Products or Services after that date will constitute acceptance of the updated Agreement. Publisher’s sole and exclusive remedy if it objects to the amended or new Agreement is to terminate the Agreement as permitted herein.

13.10. Interpretation. No provision of this Agreement may be interpreted against a Party because that Party or its legal representative drafted the provision. All headings are included for convenience only and shall not be considered in the construction or interpretation of this Agreement.

13.11. Export Compliance. Notwithstanding any other provision herein to the contrary, Publisher shall not (or permit any third party to) import, export or re-export, directly or indirectly, the Company Products or any related information to any country to which such import, export or re-export is restricted or prohibited, without first obtaining all necessary governmental licenses and approvals.