

SITE IMPACT, LLC MASTER SERVICES AGREEMENT

This Master Services Agreement, executed on the date indicated on the signature blocks below, sets forth the terms and conditions which shall govern the relationship between SITE IMPACT, LLC, (“SITE IMPACT”), and the CLIENT, who is identified in detail in the signature block below, in connection with the marketing services provided to CLIENT by SITE IMPACT. This Master Services Agreement is designed to be used with insertion orders executed in the future. Together, the Master Services Agreement and future insertion orders will represent the complete and entire expression of the agreement between the parties, and shall supersede any and all other agreements, whether verbal or written, between the parties.

I. Services.

(A) Nature of the Agreement.

1. CLIENT agrees to accept and pay for, and SITE IMPACT agrees to provide, the marketing services identified and set forth in this Master Services Agreement.
2. Services may be described further in an insertion order, estimate or invoice (collectively “Insertion Order”), each of which shall be incorporated herein by reference and, together with this Master Services Agreement, shall collectively be referred to as the “Agreement”. In any instance where CLIENT is an agency contracting on behalf of a CLIENT, or CLIENT is selling SITE IMPACT’S deliverables or services to a third party, any reference to “CLIENT” shall refer jointly to CLIENT and the third party to whom CLIENT has sold the deliverables or services.
3. If a compliance issue arises related to deployment of any Campaign by CLIENT, SITE IMPACT, in consultation with CLIENT, shall determine whether or not the deployment complies with all applicable Laws.

(B) SITE IMPACT Marketing Services. SITE IMPACT shall provide CLIENT with marketing services (the “Services”) as follows:

1. At CLIENT’S request, SITE IMPACT shall undertake blended media campaigns (a “Campaign”), whereby SITE IMPACT shall distribute and deploy a blend of advertising materials to consumers, within a general profile identified by CLIENT and CLIENT agrees that SITE IMPACT may model data to fit such general profile.
2. The advertising materials deployed in a Campaign shall be comprised of a blend of various types of media, which may include e-mails, banners, buttons, text-links, clicks, sponsored emails, display ads, pop-ups, pop-unders, graphic files and similar online media (“Blended Media”).
3. SITE IMPACT shall select the type of media that will comprise the Blended Media deployed within each Campaign, the percentage of each type of media and ratio of one type of media to another.
4. SITE IMPACT shall determine media selection to include in the Blended Media for each Campaign deployment based upon availability of media and fit within consumer target parameters.
5. To the extent that CLIENT has also purchased Elite Remarketing Plus retargeting services, SITE IMPACT shall provide the number of impressions identified in an Insertion Order in accordance with applicable law, all other factors to be determined by SITE IMPACT.
6. CLIENT must provide SITE IMPACT with written notice of any requested change to the specifications (artwork, graphics, text etc.) before Campaign deployment. CLIENT may not make changes to or terminate a Campaign once a Campaign has begun to deploy.

(C) CLIENT Compliance Obligations.

1. CLIENT represents and warrants that: (a) it is in good standing in the state of CLIENT’S organization; (b) it is qualified to do business in each state in which CLIENT provides products and services and has in effect and good standing all licenses and permits required to provide such products and services; (c) it will not violate the

rights of any third party including, without limitation, infringement or misappropriation of any copyright, patent, trademark, trade secret or other proprietary/intellectual property right; (d) it's products or services will not target consumers under the age of thirteen (13); (e) it owns and/or has any and all rights, title, and interest in and to the Creative Materials, and to permit the use of the Creative Materials by SITE IMPACT as contemplated by this Agreement and the applicable Insertion Orders; (f) the CLIENT's website and/or creative content shall not contain any material that can be considered, defamatory, libelous, pornographic, obscene, hate-filled, or is otherwise considered objectionable; and (g) no portion of CLIENT's website and/or Creative Materials is/are the subject of any ongoing investigation by any local, state, or federal regulatory or quasi-regulatory authorities.

2. CLIENT shall provide SITE IMPACT a suppression list with respect to CLIENT and its affiliates. CLIENT shall supply this suppression list data to SITE IMPACT one business day in advance of any scheduled Campaign deployment and include, without limitation, all opt-out names for specific offers or advertisements to be sent by SITE IMPACT pursuant to the terms of this Agreement. SITE IMPACT reserves the rights to add such addresses should CLIENT fail to include same, but SITE IMPACT is in no way responsible for including such address where CLIENT fails to do so.

3. CLIENT shall provide SITE IMPACT with an internet-based opt-out mechanism such as a functioning e-mail address or opt-out URL, as well as an address for postal opt-outs.

4. CLIENT is solely responsible for ensuring that any creative materials it furnishes to SITE IMPACT comply with all local, state and federal laws, rules and regulations. Creative materials includes any and all e-mail addresses and header information (e.g., "From" and "Subject" lines), supplied by CLIENT. CLIENT is solely responsible for analyzing all content, creative materials, text, images, subject lines and advertisements it provides to SITE IMPACT to ensure compliance with all federal, state/provincial and local laws and regulations. CLIENT shall be responsible for all costs, liens and penalties caused by its failure to comply with all laws, codes, permit requirements, rules, orders, judgments, ordinances or provisions or any federal, state or local government authority.

5. CLIENT understands it has specific obligations, and shall exercise heightened diligence, in connection with any advertising related to alcohol, firearms, weapons, explosives, ammunition, adult/sex industry products and services, and controlled substances and pharmaceuticals. Examples of CLIENT's responsibilities by way of illustration only shall include, without limitation: (a) ensuring purchasers or end users are of the age required under the applicable law before offering, providing, selling or otherwise making available products that have age requirements or are inherently dangerous, such as in the case of advertisement of alcohol, tobacco, firearms, weapons, pharmaceuticals, drug paraphernalia, Designer Drugs, CBD oil, hemp based edibles or products, bath salts, controlled substances, fireworks, explosives, adult entertainment materials, clothing, devices and paraphernalia, legal pornography, dating services; (b) ensuring purchasers or end users have the proper prescription and meet all requirements under the law required for delivery of the product or service CLIENT advertises; and (c) ensuring advertisement does not offer giveaways or enticements that are prohibited under the applicable law.

6. CLIENT understands that federal, state and local laws vary in connection with advertising, offering, sale and provision of products and services, especially those that require heightened diligence, and accepts sole responsibility as provided in this Agreement. CLIENT is solely responsible for fulfilling all obligations, promises, offers or inferences advertised or contained in all content, creative materials, text, images, subject lines and emails. CLIENT further understands and agrees SITE IMPACT is an internet user publishing content created by others in the performance of its services.

(D) Postal Lists. CLIENT may license data in the form of postal lists (a "List" or "Lists") either exclusively or in connection with the digital media Services identified above. To the extent CLIENT licenses Lists, such Lists shall be included within the definition of Services.

1. Advertising Lists. In the event that CLIENT licenses data for direct mail advertising in the form of a List (an "Advertising List"), the Insertion Order shall identify the limited scope of use for such Advertising List.

2. Internal Matching Lists. In the event that CLIENT licenses data for CLIENT's internal matching purposes ("Matching Lists"), the following shall apply:

a. Matching Lists for internal matching are generated based upon indicators from the SITE IMPACT delivery system and internal interpretation of CLIENT's target market. CLIENT understands and agrees that the Lists are restricted, and shall be used by CLIENT for the sole purpose of internal matching unless CLIENT purchases postal lists specifically for mailing in a separate Insertion Order identifying such postal list(s).

b. CLIENT shall not use any Matching List to advertise or sell any products, services or anything else.

c. CLIENT shall not use any Matching List for list enhancement or data appending.

d. CLIENT shall not use any Matching List in connection with any communications, mailing.

3. CLIENT shall not use any List (Matching or Advertising) as a factor in establishing an individual's creditworthiness or eligibility for (i) credit, (ii) insurance, or (iii) employment.

4. CLIENT shall not share, provide, sell or otherwise distribute any List (Matching or Advertising) to any third party including, without limitation, any list enhancement or data appending service or product, except as specifically provided under a separate Insertion Order.

5. CLIENT shall not use any List (Matching or Advertising) in connection with any telemarketing activities.

6. Lists may be seeded to detect any additional or unauthorized use or duplication.

7. SITE IMPACT makes no warranty regarding the accuracy or relevance of the data contained in any List. All Lists are provided AS-IS, WITH ALL FAULTS and AS AVAILABLE. The sole and exclusive warranty under this Agreement is SITE IMPACT's warranty of non-infringement upon any third party intellectual property. There are no warranties, express or implied or for fitness of a particular purpose, or otherwise with respect to the Lists, or that extend beyond SITE IMPACT's warranty of non-infringement upon any third party intellectual property.

8. SITE IMPACT is obligated to comply with certain restrictions and requirements placed upon the use of a List by the owners of such List. CLIENT shall strictly comply with all restrictions and requirements now or hereafter imposed upon SITE IMPACT by any owner made known to CLIENT in writing.

II. Payments and Credit.

(A) CLIENT shall pay SITE IMPACT in accordance with the payment provisions identified in each specific Insertion Order. All payments are payable to SITE IMPACT exclusively at its principal business location in Broward County, Florida. Additional terms and conditions agreed upon by both parties for a specific Campaign may be set forth in an Insertion Order which shall incorporate this Agreement by reference.

(B) CLIENT understands that the actual fees that become due and owing to SITE IMPACT arising under this Agreement shall ultimately be based upon completion of Campaign deployment. SITE IMPACT may submit invoices to CLIENT weekly or fees and charges associated with the Campaigns, less any monies on deposit.

(C) Unless otherwise specifically stated in a writing executed by both parties, any undisputed portion of an invoice shall be paid when due. The parties understand and agree that payment for services is an independent covenant and not conditioned upon any event or CLIENT's receipt of payment from a third party.

(D) Interest will accrue on any past due amounts at the rate equal to the greater of one and one half percent (1.5%) per month or the maximum amount permitted by law, whichever is less. In addition, CLIENT shall be liable to SITE IMPACT for all costs, including reasonable attorney's fees, and other costs of collection incurred in collecting such unpaid amounts. SITE IMPACT may apply any deposits made in connection with the Agreement to outstanding amounts owed by CLIENT to SITE IMPACT.

(E) Any/all claims or disputes that CLIENT may have with respect to any invoice or transaction must be supported by commercially reasonable data and submitted in writing to SITE IMPACT within fourteen (14) calendar days after

the invoice date, otherwise such claim or dispute will be irrevocably waived and such charge will be final and not subject to dispute.

(F) In the event that a prepayment has been made, and CLIENT fails to provide timely notice of intent to pause and/or terminate an approved Campaign, SITE IMPACT is under no obligation to provide CLIENT with a refund.

III. Term/Termination. Upon termination or expiration of this Agreement for any reason: (a) CLIENT shall pay SITE IMPACT all amounts then due and owing as of the termination; and (b) any and all “Confidential Information” or proprietary information of either party that is in the other party’s possession or control must be immediately returned or destroyed. Notwithstanding any termination of the Agreement, any provisions of the Agreement that may reasonably be expected to survive termination of the Agreement, and any accrued but unpaid payment obligations, shall survive and remain in effect in accordance with their terms.

IV. Warranty. EXCEPT AS SPECIFICALLY PROVIDED FOR HEREIN, THE SERVICES PROVIDED BY SITE IMPACT PURSUANT TO THIS AGREEMENT ARE PROVIDED “AS IS” AND “WITH ALL FAULTS” AND “AS AVAILABLE” AND NO REPRESENTATIONS OR WARRANTIES ARE MADE THAT THE SERVICES WILL PROVIDE ANY PARTICULAR RESULTS. THE SOLE AND EXCLUSIVE WARRANTY UNDER THIS AGREEMENT IS SITE IMPACT’S WARRANTY OF NON-INFRINGEMENT UPON ANY THIRD PARTY INTELLECTUAL PROPERTY WITH RESPECT TO ANY CREATIVE MATERIALS SUPPLIED SOLELY BY SITE IMPACT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, OF ANY KIND, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS AGREEMENT. SITE IMPACT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IT IS SPECIFICALLY UNDERSTOOD THAT SITE IMPACT DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICES PROVIDED WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. NEITHER SITE IMPACT NOR ITS THIRD PARTY SUPPLIERS SHALL BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA, LOSS OF PRIVACY, DAMAGES TO THIRD PARTY EVEN IF SITE IMPACT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY WHETHER ANY CLAIMS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE OR OTHERWISE.

V. Limitation of Liability. CLIENT ACKNOWLEDGES AND AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY, REGARDLESS OF CLIENT’S THEORY OF LIABILITY OUTSIDE OF BREACH OF CONTRACT, SHALL BE THE RECOVERY OF NO MORE THAN THE AMOUNT PAID BY CLIENT TO SITE IMPACT UNDER THE SPECIFIC INSERTION ORDER UNDER WHICH CLIENT’S CLAIM AROSE. SITE IMPACT MAY TENDER SUCH AMOUNT TO CLIENT IN AN OFFER OF JUDGMENT AND OBSOLVE ANY FURTHER LIABILITY.

VI. Representations. Each party represents and warrants to the other party that: (a) it has the full corporate right, power and authority to enter into this agreement, to grant the licenses granted hereunder and to perform the acts required of it hereunder; (b) the execution of the Agreement by it and the performance of its obligations and duties do not and will not violate any agreement to which it is a party or by which it is otherwise bound; (c) when executed and delivered, the Agreement will constitute the legal, valid and binding obligation of each party, enforceable against each party in accordance with its terms; and (d) it will comply with all applicable federal and state laws, rules, and regulations applicable to its performance under the Agreement.

VII. Indemnification.

(A) CLIENT shall indemnify, defend and hold harmless SITE IMPACT, its subsidiaries, affiliates, directors, officers, employees, agents, successors, vendors, partners and assigns from and against any and all fines, suits,

claims, demands, penalties, liabilities, costs, expenses, losses, settlements, judgments, awards, and actions of whatever kind or nature, including attorney's fees and costs (and costs and fees on appeal), and damages of any kind that may at any time be incurred by any of them by reason of any claims, suits, administrative proceedings, actions, arbitrations or criminal investigations arising from or related to: (1) breach of any of its representations or warranties or covenants contained in this Agreement; (2) all claims arising out of or related to Creative Materials and Advertisements approved by CLIENT; (3) failure by CLIENT to meet its obligations or promises provided or implied or contained in the Creative Materials and Advertisements; and (4) violation of any applicable law, rule, code or regulation related to the content or nature of CLIENT's campaign caused by CLIENT.

(B) SITE IMPACT shall indemnify, defend and hold harmless CLIENT, its subsidiaries, affiliates, directors, officers, employees, agents, successors, agents, vendors, partners and assigns from and against any and all fines, suits, claims, demands, penalties, liabilities, costs, expenses, losses, settlements, judgments, awards, and actions of whatever kind or nature, including attorney's fees and costs (and costs and fees on appeal), and damages of any kind that may at any time be incurred by any of them by reason of any claims, suits, administrative proceedings, actions, arbitrations or criminal investigations arising from or related to: (1) breach of any of SITE IMPACT's representations or warranties or covenants contained in this Agreement; (2) all claims arising out of or related to Creative Materials and Advertisements supplied solely by SITE IMPACT; and (3) violation of any applicable law, rule, code or regulation related to the content or nature of CLIENT's campaign caused solely by SITE IMPACT.

(C) If any action is brought against either party (the "Indemnified Party") in respect to any allegation for which indemnity may be sought from the other party ("Indemnifying Party"), the Indemnified Party will promptly notify the Indemnifying Party of any such claim of which it becomes aware and will: (1) provide reasonable cooperation to the Indemnifying Party at the Indemnifying Party's expense in connection with the defense or settlement of any such claim; and (2) be entitled to participate at its own expense in the defense of any such claim. The Indemnified Party agrees that the Indemnifying Party will have sole and exclusive control over the defense and settlement of any such third party claim. However, the Indemnifying Party will not acquiesce to any judgment or enter into any settlement that adversely affects the Indemnified Party's rights or interests without the prior written consent of the Indemnified Party.

VIII. Confidentiality.

(A) Any confidential information and/or proprietary data provided by one party ("Discloser") to the other party ("Recipient"), including Lists, "opens" or "clicks" shall be considered "Confidential Information" of the Discloser. Confidential Information shall not be released by the Recipient to anyone except an employee or agent that has a need to know same and that is bound by confidentiality obligations at least as strict as those contained herein, but in no event less than a reasonable confidentiality standard. Recipient shall not use any portion of Confidential Information provided by the Discloser for any purpose other than those provided for under the Agreement. The terms of this agreement shall be Confidential Information.

(B) The parties each represent and warrant that: (1) it has implemented and maintains information security safeguards to protect data and Confidential Information; and (2) its security safeguards comply with applicable state and federal laws.

(C) Notwithstanding anything contained herein to the contrary, the term "Confidential Information" shall not include information that: (1) was previously known to the Recipient; (2) was or becomes generally available to the public through no fault of the Recipient; (3) was rightfully in Recipient's possession free of any obligation of confidence at, or subsequent to, the time it was communicated to Recipient by Discloser; or (4) was developed by employees or agents of Recipient independently of and without reference to any information communicated to Recipient by Discloser.

(D) Before disclosing Confidential Information in response to a valid order by a court or other governmental body, or as otherwise required by law, the disclosing party shall first provide immediate notice to the party whose information is sought, unless prohibited by law, to allow such party to object to the disclosure or otherwise protect its rights. Both parties will stipulate to any orders necessary to protect said information from public disclosure.

Each party's confidentiality obligations under this section are independent covenants and shall survive termination of the Agreement.

(E) CLIENT acknowledges and agrees that hiring or entering into a contract with an employee of SITE IMPACT, or former employee of SITE IMPACT who ceased employment with SITE IMPACT within the last two years ("Former Employee"), to provide substantially similar services would ultimately result in the inevitable disclosure of SITE IMPACT'S trade secret information, Confidential Information and sensitive financial information. The parties further acknowledge and agree that Client shall not hire or enter into any form of agreement (consulting, independent contractor or otherwise) with an employee or former employee of SITE IMPACT to perform the Services (or substantially similar services), or otherwise circumvent SITE IMPACT through an employee or former employee of SITE IMPACT.

IX. Miscellaneous.

(A) Assignment. Neither party may assign, transfer, or delegate any of its rights or obligations under this Agreement or any IO without the prior written consent of the other party, except that the parties may assign this Agreement to a purchaser in the event of a sale of all, or substantially all, of the shares or stock or assets or ownership interests of a party. Any assignment in violation of the foregoing shall be deemed null and void. This Agreement shall remain in effect upon the sale of substantially all of the assets or ownership interests of either party and shall inure to the benefit of, be binding on, and be enforceable against each of the parties hereto and their respective successors and assigns. Notwithstanding anything to the contrary contained in this Agreement, Client understands and agrees that SITE IMPACT relies upon third party vendors, suppliers, affiliates and independent SITE IMPACTs ("Affiliates") in the performance of its obligations, such relationships are SITE IMPACT's proprietary, trade secret information and SITE IMPACT's fulfillment of its obligations through Affiliates is not a violation of SITE IMPACT's obligations under this Agreement. Notwithstanding anything to the contrary in the preceding sentence, SITE IMPACT shall ensure that all such Affiliates are under similar confidentiality obligations as SITE IMPACT and shall be responsible for any breaches of Client's Confidential Information by such Affiliates.

(B) Dispute Resolution. This Agreement shall be treated as though it were executed and performed in Broward County, Florida, and shall be governed by and construed in accordance with the laws of the State of Florida (without regard to conflict of law principles). Any controversy or claim arising out of or relating to this Agreement, its existence, construction, validity, interpretation, meaning, performance, nonperformance, enforcement, operation, continuance, termination or breach shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This binding arbitration provision shall not, however, prevent either party from seeking injunctive relief in a court of competent jurisdiction. Any award rendered shall be final and conclusive to the parties and a judgment thereon may be entered in any court of competent jurisdiction. CLIENT AND SITE IMPACT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, MASS TORT OR REPRESENTATIVE PROCEEDING. Further, unless both CLIENT and SITE IMPACT agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(C) Non-Solicitation of Employees. During the term of this Agreement and for a period of 2 years from the termination of this Agreement, neither party shall, either on its own account or for any person, firm, partnership, corporation, or other entity (1) solicit, interfere with, or endeavor to cause any employee of the other party to leave his or her employment, (2) induce or attempt to induce any such employee to breach his or her employment agreement, or (3) hire an employee of the other party. Each party's obligation not to solicit or hire the other party's employees is an independent covenant and shall survive termination of this agreement.

(D) Unauthorized Use. CLIENT agrees that any unauthorized and/or unlawful use of the Services would result in irreparable injury to SITE IMPACT for which monetary damages would be inadequate. Unauthorized use includes, without limitation, CLIENT use of Services not paid for when due.

(E) No Third Party Beneficiaries. Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

(F) Entire Agreement; Construction; Modification. This Master Services Agreement and all applicable Insertion Orders represent the complete and entire expression of the agreement between the parties, and shall supersede all prior agreements, whether written or verbal. The Agreement and all applicable Insertion Orders shall be construed as if both parties equally participated in its drafting, and thus shall not be construed against the drafter. To the extent that anything in or associated with any Insertion Order is in conflict or inconsistent with this Master Service Agreement, the Insertion Order shall take precedence as to that specific Insertion Order only. The Agreement and may be amended only by a written agreement executed by an authorized representative of each party.

(G) Non-Waiver; Severability. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. If any provision contained in the Agreement is determined to be invalid, illegal, or unenforceable in any respect under any applicable law, then such provision will be severed and the remaining provisions of the Agreement will remain in full force and effect.

(H) Status of the Parties. The parties are independent contractors. There is no relationship of partnership, agency, employment, franchise, or joint venture between the parties. Neither party has the authority to bind the other, or incur any obligation on its behalf.

(I) License. CLIENT grants SITE IMPACT a limited, royalty free, non-exclusive, perpetual license to use CLIENT's, or CLIENT's clients' trademarks, service marks, creative materials and/or logos (collectively, the "Trademarks") identified and approved by CLIENT to be associated with CLIENT's (or CLIENT's client) applicable Advertising Materials and Blended Media. SITE IMPACT's right to use the Trademarks shall be limited solely to the Advertising Materials and Blended Media. SITE IMPACT acknowledges that, as and between SITE IMPACT and the CLIENT, CLIENT is the owner of the Trademarks.

(J) Force Majeure. Each party shall be excused from performance of its non-monetary obligations for any period and the time of any performance shall be extended as reasonably necessary under the circumstances, to the extent that such party is prevented from performing, in whole or in part, its obligations under this Agreement, as a result of acts of God, any governmental authority (except as defined below), war, civil disturbance, court order, labor dispute, third party non-performance (including the acts or omissions of any suppliers, agents or subcontractors) or any other cause beyond its reasonable control, including hurricanes, inclement weather, failures or fluctuations in electrical power, heat, light, air conditioning or telecommunication equipment or lines or any other equipment. Such non-performance shall not be a default under this Agreement or grounds for termination of this Agreement unless such non-performance is not cured within sixty (60) days.

(K) Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including electronic transmission) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, electronically transmitted, (via email) or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested. The parties have exchanged updated current contact information, and shall provide relevant contact information set forth on each applicable Insertion Order, or to such other address as either party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; and (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

(L) Headings. The inclusion of headings in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

(M) Electronic Signature. CLIENT acknowledges and agrees that by signing by hand or by assenting to the terms hereof electronically that you are expressly agreeing to the terms of this Agreement. CLIENT acknowledges and agrees that by accessing this Services Agreement via, without limitation, links made available within the SITE IMPACT "Insertion Order," that CLIENT expressly assents to the terms hereof electronically by clicking on the checkbox, the button labeled "I Agree" or such similar labels as may be designated by SITE IMPACT to accept this Services Agreement. CLIENT acknowledges and agrees that by doing so, it is affixing its electronic signature, it is submitting a legally binding electronic signature and it is entering into a legally binding contract. CLIENT acknowledges that CLIENT's electronic submissions constitute CLIENT's agreement and intent to be bound by the Services Agreement. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including without limitation the United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the "E-Sign Act") or other similar statutes, CLIENT HEREBY AGREES TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SOFTWARE OR SERVICES OFFERED BY SITE IMPACT. Further, CLIENT hereby waives any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

(N) Violation of Law. Notwithstanding any other provision to the contrary contained in this Master Services Agreement or related Insertion Order, SITE IMPACT retains the right to suspend or reject any Campaign, cease deployment and/or terminate services to CLIENT in the event SITE IMPACT discovers CLIENT's Campaign(s) violate applicable law.

(O) Waiver of Jury Trial. THE PARTIES HAVE AGREED TO ARBITRATE THEIR DISPUTES. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE, LITIGATION OR COURT ACTION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSSCLAIMS OR THIRD-PARTY CLAIMS) ARISING FROM OR RELATED TO THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS WAIVER IS A SIGNIFICANT CONSIDERATION TO, AND A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT EITHER PARTY WOULD NOT, IN THE EVENT OF SUCH LITIGATION; SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. THE PARTIES FURTHER AGREE THAT THE INCLUSION OF CLAUSE SHALL NOT BE INTERPRETED TO WAIVE, DIMINISH OR CREATE AMBIGUITY WITH RESPECT TO THE PARTIES' AGREEMENT TO ARBITRATE.

IN WITNESS WHEREOF, CLIENT and SITE IMPACT have each caused this instrument to be executed by their duly authorized representatives.

SITE IMPACT, LLC

CLIENT: _____

Signature: _____

Signature: _____

Print Name:

Print Name:

Title:

Title:

Date:

Date: