

## ADVERTISING AGREEMENT TERMS AND CONDITIONS

These Advertising Agreement Terms and Conditions (this “**Agreement**”), effective as of the date both Parties have executed the Accepted Insertion Order (as defined below) (the “**Effective Date**”), is entered into between BTC Media, LLC, a Delaware limited liability company, located at 150 3<sup>rd</sup> Ave. S., Suite 1820, Nashville, TN 37201 (“**Publisher**”), and the advertiser set forth on the Insertion Order, (“**Advertiser**”, and together with Publisher, the “**Parties**”, and each, a “**Party**”).

WHEREAS, Publisher is in the business of publishing in several digital, print, and podcasting platforms (as selected by Advertiser in an Accepted Insertion Order, each a “**Publication**”) and selling space within the Publication for advertisements (“**Ad Units**”);

WHEREAS, Advertiser desires to purchase from Publisher, and Publisher desires to sell to Advertiser, Ad Units to promote Advertiser’s business, services, or products, on the terms described herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Definitions.** Capitalized terms have the meanings set forth or referred to in this Section, or in the Section in which they first appear in this Agreement.

**1.1. “Accepted Insertion Order”** means an Insertion Order delivered to Publisher by Advertiser and accepted by Publisher in accordance with the terms of this Agreement.

**1.2. “Ad Units”** means the space in each Publication that Publisher sells to Advertiser or a third party.

**1.3. “Advertisement”** means any advertisement that Advertiser delivers to Publisher pursuant to an Accepted Insertion Order.

**1.4. “Editorial Adjacency Guidelines”** means any guidelines of Advertiser now existing or hereafter implemented, amended, or revised, governing the placement of its advertisements within a publication.

**1.5. “Insertion Order”** means a written order from Advertiser to Publisher for the purchase of Ad Units.

**1.6. “Intellectual Property”** means any and all Trademarks; original works of authorship and related copyrights and any other intangible property in which any party holds proprietary rights, title, interests, or protections, however arising, pursuant to the laws of any jurisdiction throughout the world, including all applications, registrations, renewals, issues, reissues, extensions, divisions, and continuations in connection with any of the foregoing and the goodwill connected with the use of and symbolized by any of the foregoing.

**1.7. “Makegood”** means a credit, refund, or comparable unit of advertising in a subsequent issue of the Publication that Publisher provides to Advertiser at no charge to remedy specific errors or omissions of Publisher relating to the publication of, or failure to publish, an

Advertisement.

**1.8. “Publisher Policies”** means all policies of Publisher regarding advertisements to be published in the Publication, including, but not limited to, submission deadlines, content restrictions, Editorial Adjacency Guidelines, and privacy policies, as may be implemented or amended by Publisher from time to time.

**1.9. “Trademarks”** means all rights in and to US and foreign trademarks, service marks, trade dress, trade names, brand names, logos, corporate names, and domain names, and other similar designations of source, sponsorship, association, or origin, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals and extensions of, such rights and all similar or equivalent rights or forms of protection in any part of the world.

## **2. Agreement to Purchase and Sell Ad Units.**

**2.1. Purchase and Sale.** Subject to the terms and conditions of this Agreement, during the Term, Publisher shall sell to Advertiser, and Advertiser shall purchase from Publisher, Ad Units requested on Accepted Insertion Orders, on the terms and conditions set forth herein and therein.

**2.2. Acceptance, Rejection and Amendment of Insertion Orders.** Advertiser shall initiate all orders for Ad Units by delivering to Publisher an Insertion Order via e-mail, to the address set forth on the Insertion Order. Advertiser shall have the right to cancel or amend any Insertion Order delivered to Publisher, without Publisher’s consent, only if Publisher has not yet accepted the Insertion Order. Publisher has the right, in its sole discretion, to accept or reject any Insertion Order. Publisher shall accept any complete Insertion Order by providing a fully executed Insertion Order to Advertiser. No Insertion Order is binding on the Parties unless accepted by Publisher.

**2.3. Conflicting Terms.** In the event of any conflict between the terms of this Agreement and any Accepted Insertion Order, the terms shall prevail in the following order: first, the provisions of the “Notes” section of the Accepted Insertion Order, second, the terms of this Agreement, and third, the other terms of the Accepted Insertion Order. Notwithstanding the foregoing, the “Summary of Terms” contained in an Insertion Order are not legally binding on either Party.

## **3. Price and Payment.**

**3.1. Price.** Advertiser shall purchase Ad Units from Publisher at the Net Insertion Rate set forth on the Accepted Insertion Order. Advertiser may also be subject to a Re-Write Fee, as set forth in Section 4.1.

**3.2. Payment.** Unless otherwise set forth on the Agreed Insertion Order, Publisher shall issue an invoice for each Accepted Insertion Order accepted promptly after acceptance of such order. Publisher shall send invoices to Advertiser’s billing address as set forth on the Accepted Insertion Order. Advertiser shall pay all invoiced amounts due to Publisher on receipt of such

invoice, except for any amounts disputed by Advertiser in good faith. Advertiser shall make all payments in the method and pursuant to the instructions set forth on the Accepted Insertion Order.

**3.3. Invoice Disputes.** Advertiser shall notify Publisher in writing of any dispute with an invoice (along with a reasonably detailed description of the dispute) within fifteen business days from the date of such invoice. Advertiser will be deemed to have accepted all invoices for which Publisher does not receive timely notification of disputes, and shall pay all undisputed amounts due under such invoices within the period set forth in Section 3.2. The Parties shall seek to resolve all such disputes expeditiously and in good faith.

**3.4. Late Payments; Suspension of Work.** Except for invoiced payments that Advertiser has successfully disputed, Advertiser shall pay interest on all late payments, calculated daily and compounded monthly at the greater of: (a) the rate of 2% per month or the highest rate permissible under applicable law, or (b) the rate of price appreciation of the growth of bitcoin, starting from the date of the original invoice. The Parties agree that it is common practice in the cryptocurrency industry for payors to delay payment in order to benefit from fluctuations in the price of bitcoin and agree that the provision in this Section 3.4(b) is reasonable. Publisher reserves the right to suspend any work on behalf of Advertiser (including the placement of Ad Units) until Advertiser's pays all undisputed amounts.

**3.5. Refunds.** Any refunds paid to Advertiser pursuant to this Agreement shall be paid in the same currency (i.e. bitcoin/USD) and amounts that Advertiser originally paid Publisher. For the avoidance of doubt, if Advertiser pays Publisher in bitcoin, the maximum refund that Advertiser shall be entitled to is the number of bitcoin originally paid by Advertiser, regardless of the price appreciation or depreciation of bitcoin during the time in which Publisher held the payment.

#### **4. Advertisement Requirements.**

**4.1. Advertiser Prepared Advertisements.** For Advertisements supplied by Advertiser, Advertiser shall deliver all Advertisements to Publisher in final format in accordance with Publisher's specifications set forth in the then-current Publisher Policies and within Publisher submission deadlines. Subject to Section 4.3, Publisher is not responsible for making any corrections to Advertisements.

**4.2. Publisher Prepared Advertisements.** If requested by Advertiser, Publisher shall prepare one draft of Advertisements or certain elements thereof (e.g. artwork). Publisher shall deliver such draft to Advertiser, and Advertiser shall comment on the draft (the "**Review Period**") within the timeframe dictated by Publisher (typically 48 hours), unless additional time is granted by Publisher. Publisher shall incorporate such comments and deliver the revised Advertisement to Advertiser. Then, Advertiser shall confirm the Advertisement is in final form. Subject to Section 4.3, once Advertiser provides a final Advertisement, Publisher is not responsible for making any further changes or corrections to Advertisements. If Advertiser does not provide comment or otherwise respond to Publisher during the Review Period, Publisher may either (i) terminate this Agreement and sell the Ad Units to third parties, without providing a refund to Advertiser, or (ii) continue to revise the draft, and publish the Advertisement, subject to Advertiser's payment of a \$750 "**Re-Write Fee**".

**4.3. Editorial Content.** Any Advertisements that might be mistaken for Editorial Content must be clearly marked by Advertiser as an “advertisement” or contain similar clear and conspicuous disclaimers identifying the Advertisement as such, as determined by the Publisher in Publisher’s sole discretion and consistent with Publisher’s policies. Publisher reserves the right to require Advertiser to disclose any Advertisement as advertising to avoid confusion with Editorial Content. “**Editorial Content**” means all content of the Publication, excluding any advertisements.

**4.4. Clearances.** Advertiser shall be responsible for obtaining all rights, licenses, permissions, releases, approvals, clearances, and credit or attribution information, and for payment of all royalties, license, or reuse or other fees required for Advertiser to create any Advertisement and grant Publisher the right to reproduce, print, disseminate, or distribute it in the Publication.

**4.5. Duration of Advertisements.** With respect to Ad Units placed in podcasts, Publisher shall ensure that Ad Units are included in such podcasts for a minimum of three months from the first date of publication. Thereafter, Publisher reserves the right to remove or replace such Ad Unit.

**4.6. Publisher Policies and Approval.**

**4.6.1.** All Advertisements must conform to the then-current Publisher Policies. Publisher reserves the right to reject any Advertisement (regardless of whether such Advertisement was previously accepted) or terminate this Agreement, for any Advertisement which, in its sole discretion, it determines (i) does not comply with any Publisher Policy, (ii) is offensive, obscene, or profane, (iii) is defamatory, libelous, slanderous, or otherwise unlawful, (iv) is false or misleading; (v) claims endorsement in any way by Publisher of any products or services; (vi) may result in Publisher violating any law or subject Publisher to legal scrutiny; or (vii) in Publisher’s reasonable opinion, is detrimental to the reputation of the Publisher, its affiliates, or their respective partners.

**4.6.2.** Publisher shall notify Advertiser as soon as reasonably possible of any objection to any Advertisement. Publisher may, in its sole discretion, (i) provide Advertiser with the opportunity to amend or replace a rejected Advertisement, provided that Advertiser meets any and all applicable submission deadlines and Publisher’s overall publication schedule or (ii) run a public service announcement or house advertising in place of any rejected Advertisement.

**4.7. Editorial Adjacency Guidelines; Makegood.** Advertiser shall provide Publisher with a copy of or access to its then-current Editorial Adjacency Guidelines upon delivery of any Insertion Order to Publisher. Publisher shall use reasonable efforts to comply with any Editorial Adjacency Guidelines of Advertiser. Publisher shall provide prompt written notice to Advertiser if Publisher is unable to comply with Advertiser’s Editorial Adjacency Guidelines for any reason. If Publisher cannot comply with Advertiser’s Editorial Adjacency Guidelines, Advertiser shall have the right to rescind and cancel the related Insertion Order without liability. If Publisher prints any Advertisement in violation of the Editorial Adjacency Guidelines, Advertiser shall have the right to demand a Makegood from Publisher in the form of a proper run of the Advertisement in another issue of the Publication or if such a Makegood is impossible or impracticable, in the form of a credit or refund for the cost of the Advertisement.

**5. Advertising Agencies.** The provisions of this Section 5 shall apply if Advertiser has indicated on its Accepted Insertion Order that Publisher shall invoice the Ad Agency (as defined below).

**5.1. Use and Obligations of Advertising Agency.** Any obligation of Advertiser pursuant to this Agreement may be satisfied by any advertising or media agency set forth on a Accepted Insertion Order and duly appointed by Advertiser to act on Advertiser's behalf (the "**Ad Agency**") and shall be deemed to be an obligation of Advertiser and the Ad Agency. Additionally, any right of Advertiser pursuant to this Agreement may be exercised by the Ad Agency, and shall be deemed to be a right of Advertiser and the Ad Agency.

**5.2. JOINT & SEVERAL LIABILITY BETWEEN ADVERTISER AND AGENCY.** ADVERTISER AND AD AGENCY SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL AMOUNTS DUE UNDER THIS AGREEMENT. ADVERTISER SHALL PROVIDE PUBLISHER WITH EVIDENCE OF AD AGENCY'S ACKNOWLEDGEMENT OF THIS PROVISION AND AGREEMENT TO BE HELD JOINTLY AND SEVERALLY LIABLE WITH ADVERTISER FOR ALL AMOUNTS DUE UNDER THIS AGREEMENT. Notwithstanding the foregoing, this Section 5.2 shall not apply to affiliates of Publisher.

**6. Intellectual Property.**

**6.1. Advertiser's Intellectual Property.** Subject to the terms and conditions of this Agreement, Advertiser grants Publisher a limited, royalty-free, non-exclusive license to reproduce, publish, and distribute each Advertisement, including all of Advertiser's Intellectual Property contained therein, in the Publication in accordance with the terms of this Agreement and the corresponding Accepted Insertion Order. Other than this express license, Advertiser grants no right or license to Publisher by implication, estoppel, or otherwise to any Advertisement or Advertiser Intellectual Property.

**6.2. Publisher's Intellectual Property.** All Intellectual Property created by Publisher on behalf of Advertiser is the property of Publisher, and Advertiser shall not reproduce such Publisher Intellectual Property without Publisher's written consent.

**7. Representations, Warranties, and Certain Covenants.**

**7.1. Mutual Representations, Warranties, and Covenants.** Each Party represents, warrants, and covenants to the other that: (a) it is a legal entity duly organized, validly existing, and in good standing in the jurisdiction of its incorporation/organization/formation; (b) it is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement; (c) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement; (d) the execution of this Agreement by its Representative whose signature is set forth at the end hereof and the delivery of this Agreement by the Party has been duly authorized by all necessary corporate action of the Party; (e) this Agreement has been executed and delivered by the Party and (assuming due authorization, execution, and delivery by the other Party) constitutes the legal, valid and binding obligation of the Party, enforceable against the Party in accordance with its terms; and (f) it is now and through the Term shall remain in

compliance with all laws applicable to the performance of its obligations under this Agreement or any Accepted Insertion Order.

**7.2. Advertiser Representations, Warranties, and Covenants.** Advertiser represents, warrants, and covenants to Publisher that:

**7.2.1.** at the time of the Advertisement's publication and dissemination, any statement, claim, or representation made in any Advertisement (i) will be supportable by competent and reliable prior substantiation in accordance with all applicable laws, including the laws of the Federal Trade Commission, (ii) shall comply with all other applicable laws regarding deceptive trade practices, fair competition, and consumer protection, (iii) will not promote a security unless pursuant to an applicable exemption from securities registration requirements, (iv) will not cause Publisher to violate any law or regulation;

**7.2.2.** nothing in any Advertisement will, or cause Publisher to (i) violate any law, (ii) advocate any illegal activity; or (iii) be defamatory, libelous, slanderous, or otherwise unlawful;

**7.2.3.** Advertiser has and will retain all rights, licenses, and clearances necessary to lawfully use, and authorize Publisher to use, the contents and subject matter contained in any Advertisement including: (i) any Intellectual Property; (ii) any testimonials or endorsements contained in any Advertisement; (iii) any name, recording, photograph, likeness, or identity of individuals, either living or dead, famous, or not famous; and (iv) any other rights, licenses, permissions clearance, or approvals which may be necessary;

**7.2.4.** to the extent that any Advertisement is delivered to Publisher in electronic form, it will not contain any viruses, time bombs, or other devices capable of disabling or interfering with any computer systems or software;

**7.2.5.** Advertiser shall use the Ad Units solely for its own benefit and not for the placement of any third-party advertising; and

**7.2.6.** Advertiser shall completely, accurately, and truthfully provide the information requested during Publisher's onboarding process.

**7.3. NO OTHER REPRESENTATIONS OR WARRANTIES; NON-RELIANCE.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 7, (A) NEITHER PARTY TO THIS AGREEMENT, NOR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 OF THIS AGREEMENT.

## 8. Indemnification.

**8.1. Advertiser Indemnification Obligations.** Advertiser shall defend, indemnify, and hold harmless Publisher, and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, “**Publisher Indemnified Party**”), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers (collectively, “**Losses**”), arising out or resulting from any claim alleging: (a) breach by Advertiser or its personnel of any representation, warranty, covenant or other obligations set forth in this Agreement or any Accepted Insertion Order; or (b) gross negligence or more culpable act or omission of Advertiser or its personnel (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement.

**8.2. Publisher Indemnification Obligations.** Publisher shall defend, indemnify, and hold harmless Advertiser, and its officers, directors, employees, agents, successors and permitted assigns (collectively, “**Advertiser Indemnified Party**”), against any and all Losses, arising out of or resulting from any third-party claim alleging: (a) material breach by Publisher or its personnel of any material obligations set forth in this Agreement or any Accepted Insertion Order; or gross negligence or more culpable act or omission of Publisher Indemnifying Party or its personnel (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement.

**8.3. Exceptions and Limitations on Indemnification.** Notwithstanding anything to the contrary in this Agreement, neither Party is obligated to indemnify or defend the other Party or any of its representatives against any Losses arising out of or resulting, in whole or in part,] from the other Party’s: (a) willful acts or omissions; or (b) bad faith failure to comply with any of its material obligations set forth in this Agreement.

**8.4. Indemnification Procedures.** A party seeking indemnification under this Section 8 (the “**Indemnified Party**”) shall give the Party from whom indemnification is sought (the “**Indemnifying Party**”): (a) prompt notice of the relevant claim; provided, however, that failure to provide such notice shall not relieve the Indemnifying Party from its liability or obligation hereunder except to the extent of any material prejudice directly resulting from such failure and (b) reasonable cooperation, at the Indemnifying Party’s expense, in the defense of such claim. The Indemnifying Party shall have the right to control the defense and settlement of any such claim; provided, however, that the Indemnifying Party shall not, without the prior written approval of the Indemnified Party, settle, or dispose of any claims in a manner that affects the Indemnified Party’s rights or interest. The Indemnified Party shall have the right to participate in the defense at its own expense.

**8.5. EXCLUSIVE REMEDY.** THIS SECTION 8 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF EACH INDEMNIFYING PARTY AND THE SOLE AND EXCLUSIVE REMEDY OF EACH INDEMNIFIED PARTY FOR ANY DAMAGES COVERED BY THIS SECTION 7 (OTHER THAN ANY MAKEGOOD TO WHICH ADVERTISER IS ENTITLED UNDER SECTION 4.7 OF THIS AGREEMENT, WHICH

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 7, SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF ADVERTISER FOR BREACH OF SECTION 4).

**9. Limitation of Liability; Disclaimer of Warranties.**

**9.1. Limitation of Liabilities.** IN NO EVENT WILL PUBLISHER BE LIABLE TO THE ADVERTISER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF USE, REVENUE, OR PROFIT, BUSINESS INTERRUPTION, AND LOSS OF INFORMATION), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT PUBLISHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PUBLISHER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO PUBLISHER PURSUANT TO THIS AGREEMENT IN THE THREE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**10. Term; Termination.**

**10.1. Term.** The term of this Agreement commences on the Effective Date and continues for until the publication of the Advertisement(s) set forth in the Accepted Insertion Order, unless it is earlier terminated as provided under this Agreement (the "**Term**").

**10.2. Mutual Right to Terminate.** Either Party may terminate this Agreement upon written Notice to the other Party if the other Party materially breaches any material provision of this Agreement or any Accepted Insertion Order (other than its obligation to pay any amount when due) and either the breach cannot be cured or, if the breach can be cured, it is not cured by the other Party within 30 days of notice of breach to the breaching Party.

**10.3. Publisher's Right to Terminate.** Publisher may terminate this Agreement upon written Notice to Advertiser if: (a) Advertiser fails to pay any amount when due under this Agreement and such failure continues for five business days after Advertiser's receipt of written Notice of nonpayment; (b) Advertiser does not respond to Publisher within the Review Period set forth in Section 4.1; (c) Publisher rejects an Advertisement pursuant to Section 4.6.1, (d) Advertiser breaches a representation, warranty, or covenant set forth in Section 7.2.

**10.4. Effect of Termination.** Notice of termination under this Agreement shall immediately operate as an automatic cancellation of any Advertisements that are scheduled to be published subsequent to the date of the termination Notice, subject to any unavoidable restrictions imposed by Publisher's production schedule. If Publisher's production schedule prevents automatic cancellation of any Advertisements, the effective date of termination of this Agreement, solely with respect to any such outstanding Accepted Insertion Orders, shall be the date immediately following publication of the final Advertisement unable to be automatically cancelled. Advertiser shall not be entitled to any refund in the event this Agreement is terminated by Publisher pursuant to Sections 10.2 or 10.3.



## **11. Miscellaneous.**

**11.1. Non-Exclusivity.** Nothing herein is intended nor shall be construed as creating an exclusive arrangement between Advertiser and Publisher. This Agreement will not restrict (a) Advertiser from advertising in other publications or media or (b) Publisher from selling Ad Units to any third parties.

**11.2. Non-Solicitation of Personnel.** Advertiser shall not, during the term of the Agreement and for one (1) year thereafter, directly or indirectly hire or attempt to hire any Publisher employee or independent contractor without Publisher's prior written consent; provided that the foregoing shall not prohibit Advertiser from issuing advertisements of a general nature not specifically directed at any such employee or independent contractor.

**11.3. Further Assurances.** Upon a Party's reasonable request, the other Party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

**11.4. Entire Agreement.** This Agreement, together with any Accepted Insertion Orders, constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

**11.5. Survival.** Sections 3, 5, 6, 8, 9, and 11 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

**11.6. Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the Accepted Insertion Order (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid) or e-mail (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

**11.7. Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the enforceability of any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction.

**11.8. Amendment.** Publisher reserves the right, in its sole discretion, to modify, alter, or otherwise change this Agreement at any time. Such changes, modifications, additions or deletions shall be effective immediately.

**11.9. Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set

forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**11.10. Assignment.** Advertiser may not assign, transfer, or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of Publisher. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

**11.11. No Third-party Beneficiaries.** This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. The parties hereby designate the Advertiser Indemnified Parties and Publisher Indemnified Parties as third-party beneficiaries of Section 8 of this Agreement having the right to enforce Section 8.

**11.12. Choice of Law; Venue; Waiver of Jury Trial.** This Agreement and all Insertion Orders and other related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Delaware, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Tennessee in each case located in the City of Nashville, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ANY INSERTION ORDERS), INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED THERETO, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**11.13. Force Majeure.** Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's reasonable control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include changes in law, natural disasters, embargoes, explosions, riots, wars or acts of terrorism).