



## MASTER TERMS AND CONDITIONS

THIS ADVERTISING AGREEMENT (“Agreement”) is entered into as of the date set forth on the signature page hereof, by and between Linkstar Interactive Network, LLC d/b/a AppClients (“Company”) and the advertiser or advertising agency set forth on the signature page hereto (“Advertiser”), each of which is referred to herein separately as a party (“Party”) and jointly as the parties (“Parties”).

**WHEREAS**, Company is in the business of placing advertisements, ad banners, hyperlinks, text content, buttons, and/or other forms of advertisement on its network of clients’ and affiliates’ web sites (“Company Network”);

**WHEREAS**, Advertiser wishes to place one or more advertisements on the Company Network;

**WHEREAS**, Advertiser wishes to engage Company to place advertisements on some or all of the Company Network; and

**WHEREAS**, Company and Advertiser have agreed to the terms of the Advertising Insertion Order attached hereto, all of which are incorporated by reference herein.

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises and covenants set forth herein, the Parties agree to be legally bound as follows:

### **Definitions.**

**“Advertiser”** has the meaning set forth in the preamble.

**“Advertisement”** means the graphic or text file(s) provided by Advertiser or created for Advertiser meeting the specifications contained in the Insertion Order(s).

**“Adware”** means any software application which automatically plays, displays, or downloads advertisements to a computer after the software is installed on it or while the application is being used.

**“Applicable Laws”** means all laws, statutes, ordinances, rules, regulations, by-laws, orders or determinations of any governmental authority, statutory body or self-regulatory authority. This includes laws, rules and regulations of any country with respect to data protection and privacy applicable to Publisher in relation to the processing of User information under or in relation to this Agreement.

**“Click-Through”** means the number of times, as recorded by Company’s or a Company Network’s server, a user directly interacts with (i.e., clicks on) an Advertisement linked for transfer to the Advertiser’s site or suggested destination. Advertising campaigns conducted on a cost per click basis are known as “CPC.”

**“EU Data Protection Laws”** means the European Union (EU) Directive 95/46/EC and all national implementing legislation, as transposed into domestic legislation of each Member State and as amended, replaced or superseded, including by the EU General Data Protection Regulation 2016/679 (GDPR) and laws enforcing or supplementing the GDPR.

**“Company”** has the meaning set forth in the preamble.

**“Company Network”** has the meaning set forth in the preamble.

**“Impression”** means the number of times an Advertisement is served to a User. Impressions shall be measured by Company in accordance with its standard methodologies and protocols. Advertising campaigns conducted on a cost per Impression basis are known as “CPM.”

**“Insertion Order”** means one or more Advertising Insertion Order(s) (a material part of this contract) now or hereafter executed between Company and Advertiser pursuant to the terms of this Agreement.

**“Start Date”** means the first day an Advertisement may be displayed on the Company Network.

**“Stop Date”** means the last day an Advertisement may be displayed the Company Network.

**“Transfer Protections”** means, in relation to a transfer of User data outside the European Economic Area (EEA) (including any such transfers to Company entities and/or to subprocessors of Company or its entities), measures to enable the transfer to be made in compliance with Applicable Laws and EU Data Protection Laws, including without limitation where the recipient of such data: (i) receives such data in a country that the European Commission has decided provides adequate protection for personal User data, (ii) has achieved binding corporate rules authorization in accordance with Applicable Laws and EU Data Protection Laws, (iii) has executed standard contractual clauses adopted or approved by the European Commission, or (iv) has in place an alternative mechanism that complies with Applicable Laws and EU Data Protection Laws for the transfer of personal User data outside the EU.

**“Unit”** means a User’s completion of the act as defined by the Insertion Order. Advertising campaigns conducted on a cost per Unit (i.e., acquisition of or action by a customer) basis are known as “CPA.” A Unit may also be referred to interchangeably as a “lead” or a “Lead”.

**“User”** means any person accessing electronic media.

**“Web Site”** means an HTML document containing a set of information available via the Internet.

1. **Advertising Services.**

1.1 Advertiser hereby grants to Company a nonexclusive, limited, worldwide, royalty-free, revocable license to (i) market, display, perform, copy, transmit, distribute, and promote the Advertisement(s) in connection with its obligations hereunder, (ii) market, display, perform, copy, transmit, distribute, and promote the Advertisement(s) to third parties in connection with its obligations hereunder, and (iii) grant third parties the right to market, display, perform, copy, transmit, distribute, and promote the Advertisement(s) on electronic media within the Company Network. This includes transfer and processing of User data in countries where Company or its subprocessors maintain facilities or personnel as necessary so Company may fulfill its obligations under the Agreement.

1.2 Upon acceptance by Company of a properly completed Insertion Order, as provided herein, Company shall place Advertiser’s Advertisement(s) on the Company Network.

1.3 For the purposes of this Agreement, an Insertion Order shall be deemed to be properly completed upon acceptance of such order by Company and the attachment of such order to this Agreement. Acceptance of such order shall in all cases be evidenced by the initialing of the Insertion Order by a duly authorized officer. If an Insertion Order has not been attached to this Agreement, or is not properly initialed on behalf of Company, then this Agreement shall be of no force and effect with respect to such Insertion Order, and Company shall have no obligation to Advertiser hereunder with respect to such Insertion Order.

1.4 The Company’s sole obligation to Advertiser under this Agreement with respect to Advertisement(s) shall be to place such Advertisement(s) on the Company Network. Company has advised Advertiser, and Advertiser acknowledges, that publishers participating in the Company Network are not contractually bound to carry any Advertisement(s). Accordingly, placement of Advertisement(s) shall be in the discretion of Company and subject to the right of any member of the Company Network to reject any particular Advertisement.

2. **Advertising Restrictions and Conditions; Reserved Rights.**

2.1 Any advertising and marketing rights not specifically granted to Advertiser herein are specifically reserved by Company. Without limiting the generality of the foregoing, Company expressly reserves the right to (i) refuse any advertising request, cancel any Advertisement, or change any Advertisement that does not completely conform to every material detail, instruction, method, and guideline set forth in the Insertion Order, (ii) refuse any Advertisement that does not arrive forty-eight (48) hours prior to the Start Date, (iii) refuse or cancel the use of any Advertisement that it deems, in its reasonable discretion, inappropriate for any reason or no reason, (iv) refuse at any time to print or mail any copy, photograph or illustration of any kind for any reason including those that it believes, in its reasonable discretion, is an invasion of privacy, is degrading, libelous, unlawful, profane, obscene, pornographic, tends to ridicule or embarrass, is in bad taste, or which in its reasonable discretion is an infringement on a trademark, trade name, or copyright belonging to others, (v) refuse or cancel any Advertisement which redirects traffic to a Web Site other than the site specifically identified in the Insertion Order, and (vi) refuse or cancel any Advertisement which on its face asks Users to take advantage of other or additional offers or advertisements not specifically identified in the Insertion Order.

2.2 Advertiser shall provide all creative and substantive materials required for marketing the offer, including but not limited to: banners, language/text for suggested promotional email text, links, key words and any other creative content as needed, including but not limited to the use of alternative text based creative. To the extent that Company provides assistance in the development of an Advertisement, such assistance shall be limited to creative assistance. UNDER NO CIRCUMSTANCES SHALL COMPANY PROVIDE SUBSTANTIVE CONTENT FOR ANY ADVERTISEMENT. The Advertiser agrees that, at all times if and when telephone number is part of a billable unit under this Agreement and Advertiser is marketing to the consumers or remarketing the consumer telephone numbers, the Advertisements provided to Company shall contain a disclosure that is sufficient under and compliant with the

Telephone Consumer Protection Act (TCPA), as amended from time to time, for obtaining a consumer's prior express written consent to receive telephone calls from Advertiser, including but not limited to appropriate consent disclosures.

2.3 Any Advertisement rejected by Company may be replaced by Advertiser; provided that any such replacement material must be in writing and accompanied by appropriate material identifying the Advertisement that it is to replace. Company shall notify Advertiser of the rejection of any Advertisement, and shall have no liability to Advertiser for any such rejection. Further, Company shall have no liability to Advertiser for failure to place any Advertisement on any particular portion of the Company Network.

2.4 Each Advertisement that will be distributed via email shall contain the Advertiser's postal address and a functioning unsubscribe link which, when activated by a user, will actually and permanently remove the user's email address from the Advertiser's database. Advertiser shall maintain a master suppression list that includes the email addresses of all Users who have activated the Advertiser's unsubscribe link or otherwise asked to be removed from Advertiser's email list. Advertiser shall provide such master suppression list to Company on a weekly basis in the format specified by the Company so that Company and its affiliates may sync up their own master suppression lists against Advertiser's suppression list.

2.5 Advertiser acknowledges that it is responsible for the physical security of all credit card information, including cardholder data of any type whatsoever, that may be collected by Advertiser from end-users and/or customers, or provided by Company to Advertiser, in the course of the advertising campaign or relationship contemplated herein.

2.6 Consumer Registration Information - Company shall solely own all Registration Information captured on the registration page(s) of Company Web Site(s) to the extent such ownership is consistent with Company's privacy policy. Advertiser shall use industry best practices to safeguard the Registration Information when passed by Company pursuant to this Agreement. Except as may be required by law or necessary to prove compliance with Applicable Laws and EU Data Protection Laws, Advertiser shall not sell, lease, license, transfer, export, display, forward, or otherwise share the Registration Information with any third parties, including but not limited to email service providers, telemarketers, or consultants, without the consent of Consumers based upon affirmative actions, if any, taken on the Advertiser Pages and in accordance with the Advertiser's privacy policy. When marketing to Users that reside in the EEA, Company shall not transfer any User data outside of the EEA unless it has taken steps to ensure Transfer Protections, but subject to such Transfer Protections, Advertiser agrees that Company shall process User data in countries where Company or its subprocessors maintain facilities or personnel as necessary so Company may fulfill its obligations under the Agreement.

### 3. Tracking of Campaigns.

3.1 Advertiser acknowledges that Company requires a tracking system that will serve as the verifiable log of responses for computing billing amounts and as the reporter of registrations by URL, Origin ID, or Affiliate ID code. Unless otherwise agreed, Company will host the Advertisement and provide the tracking solution. In the event that Advertiser hosts the Advertisement, Company shall have the right to place tracking code on Advertiser's Web Site as may be required to track and provide estimated live statistics for Company's affiliates. The technical specifications of the tracking system and its delivery methods must be met to the reasonable satisfaction of Company before any advertising or ad-serving will be provided by Company.

3.2 Advertiser shall provide a weekly and a month's end summary report reflecting the exact number of Units delivered. The Company, in its reasonable discretion and by consultation with Advertiser, will determine the form of said reports. All delivery amounts and all agreements are subject to 10% over/under delivery and Advertiser shall pay for any over-delivery within the above tolerance.

3.3 Each Party shall independently track Campaign statistics, and the Parties shall confirm the exact number of billable Leads reflected by their respective tracking systems at weekly and month's-end intervals.

3.4 In the event that the Parties' tracking counts do not agree, the Parties shall facilitate a good faith effort to reconcile the number of Leads tracked and reported within five (5) business days of the first notice of a discrepancy by one Party to the other. If the dispute remains unresolved after five (5) business days, the Parties agree to resolve it as follows: If the number of Leads at issue constitutes a discrepancy of 4.0% or below, Company's determination shall prevail. If the number of Leads at issue constitutes a discrepancy of above 4.0%, the Parties agree to accept as a final number an average of the Leads tracked by Company and Advertiser. For example, if Company tracks 1,000 Leads delivered, and Advertiser tracks 500 Leads delivered, the number of Leads accepted by both parties will be 750.

3.5 Advertiser agrees to furnish Company with the basis for disputing or rejecting any lead as "bad" and unbillable to Company (each, a "Bad Lead") by forwarding a "Bad Lead File" to Company. The Bad Lead File shall be provided at any frequency deemed necessary, but in any event at least weekly, unless no Bad Leads are being alleged. The Bad Lead File shall include the reason for each Bad Lead included therein, whether duplicate, incomplete, fraudulent, or in any other respect invalid. The Bad Lead File may be delivered via a log-in to online reporting, an Excel spreadsheet, or in any other format as may be agreed to by Company and Advertiser prior to the Campaign Start Date.

3.6 For any campaign hosted by Advertiser, Advertiser must be able to provide the Company provided unique ID of each disputed lead to Company. For any campaign hosted by Company, Advertiser must be able to provide the Company provided unique ID of each disputed lead to Company.

3.7 Company agrees to review any Bad Lead File provided by Advertiser within five (5) business days of the Bad Lead File being provided to Company. Upon confirmation that each lead included in the Bad Lead File is a Bad Lead, Company agrees to replace the verified Bad Leads with valid leads.

3.8 Company must receive initial notification of Advertiser's intent to dispute or reject a lead (that is, to include it in a Bad Lead File) within seven (7) days of the end of the month during which each such lead was generated, or the lead will be deemed valid and payable and may not thereafter be disputed or rejected by Advertiser.

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

3.10 [IF APPLICABLE] In connection with all CPC and CPM campaigns, in the event that there is a shortfall in Impressions or Click-Throughs as of the Stop Date, Company may, through comparable Web Sites, provide, as Advertiser's sole remedy, "make good" Impressions until the number of Impressions or Click-Throughs stated in the Insertion Order is achieved.

3.11 [IF APPLICABLE] In connection with all CPC and CPM campaigns, in the event that the number of Impressions or Click-Throughs stated in the Insertion Order is achieved prior to the Stop Date, Company may, at its option, discontinue the display of Advertisement(s) on the Company Network.

#### 4. **Payment.**

4.1 Advertiser shall pay Company for Units delivered within thirty (30) days of the date of Company invoice. Advertiser shall have fifteen (15) days from the date of Company invoice to dispute any amount due. In the event that Company does not receive a written notification of a disputed bill, with rationale and support therefore specifically set forth therein, within the above time, the invoice will be deemed valid and payable and may not thereafter be disputed. Advertiser specifically agrees that this provision is reasonable and that Company will rely upon this provision in making payments to participants in its Company Network.

4.2 In the event that Advertiser fails to pay all or a portion of the amount due in the invoice, Company may immediately remove any Advertisement from the Company Network.

4.3 In the event that Company has not received payment in full within thirty (30) days of the invoice date, Advertiser shall pay Company an additional one and one-half percent (1.5%) of the outstanding balance per month, or the maximum amount allowable under Pennsylvania law, whichever is less, until the outstanding balance is paid in full.

4.4 In the event that Company must incur expenses related to collection of any outstanding balance and/or late fees, Advertiser shall immediately pay Company's reasonable expenses associated with said collection, including, without limitation, reasonable attorney's and collection agency's fees. Company, in its sole discretion, may remove the Advertisement from the Company Network and/or terminate this Agreement immediately if Advertiser fails to pay any amount due hereunder.

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

4.6 In the event that Advertiser uses any lead information, including but not limited to names and email addresses, which have been included in a Bad Lead File, Advertiser will pay the fee for such leads. Company will have the right to "seed" the leads provided to Advertiser with fictitious test names (which will not complete the verification process) in order to assure compliance with this provision.

4.7 Where payment is made by credit card, Advertiser expressly agrees not to charge back any amounts billed. Any and all transaction fees imposed upon Company by a credit card company will be passed through to Advertiser.

5. **Term and Termination.**

5.1 This Agreement shall continue for the term set forth in any Insertion Order, provided that either party may terminate this Agreement upon three (3) business days prior written notice. Upon termination, any outstanding amounts payable by Advertiser to Company shall be paid within thirty (30) days.

5.2 The forgoing notwithstanding, Company reserves the right to terminate this Agreement immediately in the event that either (i) the campaign does not meet minimum campaign performance criteria then currently in place; or (ii) Advertiser violates the payment terms set forth in Section 4.

6. **Representations and Warranties/Non-Solicitation.**

6.1 Each party represents and warrants to the other party that (i) such party has the full corporate right, power, and authority to enter into the Agreement, to grant the rights and licenses granted and to perform the acts required of it, (ii) the execution of the Agreement by such party, and the performance by such party of its obligations and duties, do not and will not violate any agreement to which such party is a party or by which it is otherwise bound, or any applicable governmental law or regulation to which it is subject, (iii) shall comply with the obligations, and ensure compliance, with all Applicable Laws in relation to the collection and supply of User data and shall assist either party where and to the extent reasonably necessary to comply with its obligations under Applicable Laws, (iv) when executed and delivered by such party, the Agreement will constitute the legal, valid, and binding obligation of such party in accordance with its terms, (v) such party shall render all services to the other party in a professional and commercially reasonable manner, in accordance with generally accepted industry standards, and (vi) such party acknowledges that the other party makes no representations, warranties, or agreements related to subject matter not expressly provided for in the Agreement.

6.2 Advertiser represents and warrants that (i) Advertiser has a reasonable basis for all claims made within its Advertisement(s) and possesses appropriate documentation to substantiate such claims, (ii) the landing page for each Advertisement (i.e., the Advertiser's Web Site page where a consumer is directed when the consumer clicks on an Advertisement, fills in a registration form or takes a similar action on an Advertisement) contains a prominent link to Advertiser's privacy policy, which policy provides, at a minimum, adequate notice, disclosure and choices to consumers regarding Advertiser's use, collection and disclosure of their personal information, (iii) Advertiser shall fulfill all commitments made in its Advertisements, (iv) no Advertisement is targeted to children under the age of thirteen, and (v) prior to loading any computer program onto an individual's computer, including without limitation programs commonly referred to as Adware but excluding cookies (provided that cookies are disclosed in Advertiser's privacy policy), Advertiser shall provide notice to and shall obtain the express consent of such individual and, (vi.) said Advertisement(s) are compliant with all Applicable Laws and regulations including but not limited to the FTC Act, the FTC's revised Dot Com Disclosures, dated March 2013, the Telephone Consumer Protection Act (TCPA), and the EU Data Protection Laws.

6.3 During the term of this Agreement and for six (6) months hereafter, Advertiser shall not knowingly solicit any on-line publisher, Web Site, or email provider that is affiliated with Company. In the event that Advertiser does so directly contract with such affiliate or in any other way violates this Agreement then Advertiser shall pay Company an additional commission equal to what the Company would otherwise have earned had Advertiser not violated this section 6.3.

6.4 Any agency executing this Agreement represents and warrants that it has the authority to bind its client to the terms stated herein and remains jointly and severally liable for all obligations under this Agreement.

6.5 Advertiser represents and warrants that, in accordance to all Applicable Laws, Advertiser will obtain and maintain all necessary licenses, expressed consents and permissions for use and/or processing of User data for a period no less than five (5) years from the date Advertiser obtained the licenses, consents, and permissions in accordance with this Agreement together with the date such consent was gathered.

7. **No Additional Warranties.**

7.1 THE ADVERTISING SERVICE PROVIDED BY COMPANY, ITS USE AND THE RESULTS OF SUCH USE ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COMPANY MAKES NO WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT), GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS, EXPRESS, IMPLIED, ORAL, WRITTEN, OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH HEREIN. COMPANY DOES NOT WARRANT OR GUARANTEE CONVERSION RATES, PAY-UP RATES, RESPONSE RATES OR ABILITY TO CONVERT THE RESPONSES INTO SALES. COMPANY DOES NOT WARRANT OR GUARANTEE THE PROFILE OR DEMOGRAPHICS OF A RESPONDENT. COMPANY DOES NOT GUARANTEE TO MATCH COLORS, TEXT, PHOTO IMAGE OR SCREEN DESIGN. ALL ORDERS ARE CONTINGENT UPON COMPANY'S ABILITY TO PROCURE NECESSARY ON-LINE ACCESS AND COMPANY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ACCIDENT, WAR, ACT OF GOD, EMBARGO, COMPUTER SYSTEM FAILURE, OR ANY OTHER CIRCUMSTANCE BEYOND ITS CONTROL. COMPANY WILL MAKE EVERY EFFORT TO MEET SCHEDULED DELIVERY AND ON-LINE DATES, BUT MAKES NO GUARANTEE AND ACCEPTS NO LIABILITY FOR ITS FAILURE TO MEET SAID DATES.

7.2 ADVERTISER ACKNOWLEDGES AND AGREES THAT COMPANY IS MERELY A VENUE WHICH FACILITATES RELATIONSHIPS BETWEEN THE ADVERTISER AND PUBLISHERS. Company does not pre-screen Advertisements for inclusion on the Company Network and shall not be responsible for policing, monitoring or editing any Advertisement.

8. **Limitation of Liability.**

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR LOST DATA (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY OR OTHERWISE ARISING FROM THIS AGREEMENT, THE COMPANY NETWORK OR ANY ASPECT OF THE ADVERTISING RELATIONSHIP PROVIDED HEREIN. COMPANY SHALL NOT IN ANY EVENT BE LIABLE TO ADVERTISER FOR MORE THAN EITHER (i) THE AMOUNT PAID OR PAYABLE BY ADVERTISER FOR THE INSERTION ORDER AT ISSUE FOR THE THREE-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE, OR (ii) ONE MILLION DOLLARS, WHICHEVER IS LESS. NO ACTION, SUIT OR PROCEEDING SHALL BE BROUGHT AGAINST COMPANY MORE THAN ONE YEAR AFTER THE DATE OF SERVICE. THE FOREGOING LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY REMEDIES HEREUNDER AND APPLY REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. **Indemnification.**

9.1 Advertiser is solely responsible for any legal liability arising out of or relating to (i) the Advertisement, and/or (ii) any material to which a User can link through the Advertisement, provided that such Advertisement has not been altered or modified in any material way by Company. Advertiser shall indemnify, defend, and hold harmless Company and its officers, agents, affiliates and employees from and against all claims, actions, liabilities, losses, expenses, damages, and costs (including, without limitation, reasonable attorney's fees) that may at any time be incurred by any of them by reason of any claims, suits, or proceedings (a) for libel, defamation, violation of rights of privacy or publicity, copyright infringement, trademark infringement or other infringement of any third party right, fraud, false advertising, misrepresentation, product liability, violation of Advertiser's privacy policy, or violation of any law, statute, ordinance, rule or regulation throughout the world in connection with the Advertisement or with personal information collected or used by Advertiser, including without limitation the Controlling the Assault of Non-Solicited Pornography and Marketing Act, the National Do Not Call Registry and the State Do Not Call lists; (b) arising out of any breach by Advertiser of any duty, representation or warranty under this Agreement; (c) relating to a contaminated file, virus, worm, Trojan horse or other malicious computer program originating from the Advertisement; (d) relating to any Adware installed onto a consumer's computer without consumer's consent used by or on behalf of Advertiser; or (e) due to, arising from, or in connection with the Advertiser's failure to comply with the FTC Act, the FTC's revised Dot Com Disclosures, dated March 2013, and/or the TCPA, and EU Data Protection Laws (when marketing to Users that reside in the European Economic Area (EEA)), including failure to maintain appropriate records for the required period of time, and/or obtain a consumer's prior express written consent to be contacted.

9.2 If the Company becomes aware of any matter it believes is indemnifiable hereunder involving any claim, action, suit, investigation, arbitration, or other proceeding against the Company by any third party (each an "Action"), the Company shall give Advertiser prompt written notice of such Action. Such notice shall (i) provide the basis on which indemnification is being asserted, and (ii) be accompanied by copies of all relevant pleadings, demands, and other papers related to the Action and in the possession of the Company. Any compromise or settlement of an Action shall require the prior written consent of both Parties hereunder; such consent will not be unreasonably withheld or delayed.

10. **Mutual Non-Disclosure.**

10.1 **Definition.** When used in this Agreement, the term "Confidential Information" shall mean the terms of this Agreement and all proprietary information, data, trade secrets, and business information, including but not limited to the identities of Company's affiliates or publishers and their corresponding websites, and other information of any kind whatsoever, which a party ("Discloser") discloses, in writing, orally or visually, to the other party ("Recipient"), or to which Recipient has access, in connection with discussions, negotiations and performance between and by the Parties.

10.2 **Non-Disclosure.** Each of the Parties, as Recipient, hereby agrees that Confidential Information of the Discloser will be used by it only in connection with the performance of its obligations under this Agreement and that Confidential Information will not be disclosed or made available to any person for any reason whatsoever, other than on a "need to know basis" and then only (a) to its employees or agents, and (b) as required by law or as otherwise permitted by this Agreement. Prior to any disclosure of Confidential Information as required by law, the Recipient shall (i) notify the Discloser of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure immediately upon becoming so obligated, and (ii) cooperate with the Discloser's reasonable, lawful efforts to resist, limit or delay disclosure; provided, however, that Discloser shall bear the sole cost of such efforts.

10.3 **Exceptions.** Notwithstanding the foregoing, nothing in this Agreement shall prohibit or limit Recipient's use of information or data (i) independently developed by it, (ii) rightfully acquired by it from a third party with full legal right to disclose such information, (iii) approved for disclosure by the Discloser pursuant to this Agreement, (iv) which becomes part of the public domain

through no breach of this Agreement, or (v) disclosed in connection with the pursuit or defense of any claim arising between Company and Advertiser.

10.4 Return of Confidential Information. Upon the termination of this Agreement or at any time upon the request of the Discloser, Recipient shall return all Confidential Information of the other party in the possession of such party or in the possession of any third party over which such party has or may exercise control.

10.5 No License. The Recipient does not acquire any right, title, or other ownership interest in the Confidential Information of the Discloser.

10.6 Injunctive Relief. In the event of any breach of the obligations under this Section 10, each party acknowledges that the other party would have no adequate remedy at law, because the harm caused by such a breach would not be easily measured and compensated by damages, and that in addition to such other remedies as may be available to the other party, the other party may obtain injunctive relief, including but not limited to specific performance.

## 11. General.

11.1 Waiver. The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Agreement or to exercise any right under the Agreement will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather the same will be and remain in full force and effect.

11.2 Force Majeure. Neither party shall be liable for, or considered in breach of or default under the Agreement on account of, any delay or failure to perform as required by the Agreement (except with respect to payment obligations) as a result of any causes or conditions which are beyond such party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence (including without limitation, the failure of the Company Network to display or place an Advertisement); provided that the non-performing party gives reasonably prompt notice under the circumstances of such condition(s) to the other party.

11.3 Independent Contractors. The Parties to the Agreement are independent contractors. Neither party is an agent, representative, partner, employee, or joint venture of the other party. Neither party will have any right, power, or authority to enter into any agreement on behalf of, or incur any obligation or liability of, or to otherwise bind the other party. The Agreement will not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either party.

11.4 Survival. Any obligations which expressly or by their nature are to continue after termination, cancellation, or expiration of the Agreement shall survive and remain in effect after such happening, including without limitation, Sections 5.1, 6.2, 6.3, 6.4 and 8 - 11.

11.5 Construction; Severability. Each party acknowledges that the provisions of the Agreement were negotiated to reflect an informed, voluntary allocation between them of all the risks (both known and unknown) associated with the transactions contemplated hereunder. Further that, all provisions are inserted conditionally on their being valid in law. In the event that any provision of the Agreement conflicts with the law under which the Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the Parties to the Agreement (i) such provision will be restated to reflect as nearly as possible the original intentions of the Parties in accordance with Applicable Laws, and (ii) the remaining terms, provisions, covenants, and restrictions of the Agreement will remain in full force and effect.

11.6 Remedies. Except as otherwise specified, the rights and remedies granted to a party under the Agreement are cumulative and in addition to, not in lieu of, any other rights and remedies which the party may possess at law or in equity.

11.7 Entire Agreement. The Agreement includes any attached Insertion Order(s) as a material part. The Agreement constitutes the entire and only agreement and supersedes any and all prior agreements, whether written, oral, express, or implied, of the Parties with respect to the transactions set forth herein. Neither party will be bound by, and each party specifically objects to, any term, condition, or other provision which is different from or in addition to the provisions of the Agreement (whether or not it would materially alter the Agreement) and which is proffered by such party in any correspondence or other document, including a click or click-wrap agreement, unless the party to be bound specifically agrees to such provision(s) in writing. This Agreement may not be modified or superseded in any way by a click or click-wrap agreement.

11.8 Amendment. No change, amendment, or modification of any provision of the Agreement will be valid unless set forth in a written instrument signed by both Parties. For purposes of this paragraph, a click or click-wrap agreement shall not constitute a "written instrument."

11.9 Assignment. Neither party to the Agreement shall sell, transfer, or assign this Agreement or the rights or obligations hereunder, other than to a parent or wholly-owned subsidiary, without the prior written consent of the other party. Notwithstanding the foregoing, without securing such prior consent, either party shall have the right to assign or transfer this Agreement and their obligations hereunder to any successor-in-interest of such party by way of sale, merger, consolidation, reorganization, restructuring or the acquisition of substantially all of the business and assets of the assigning party of more than 75% of the outstanding stock of the assigning party. Subject to the foregoing, the Agreement will be fully binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

11.10 Headings. The captions and headings used in the Agreement are inserted for convenience only and will not affect the meaning or interpretation of the Agreement.

11.11 Counterparts. The Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document.

11.12 Governing Law; Jurisdiction and Venue. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the Commonwealth of Pennsylvania, except for its conflicts of laws and principles. Each Party irrevocably consents to exclusive jurisdiction of the state courts of the Commonwealth of Pennsylvania situated in Harrisburg and the federal courts situated in the United States District Court for the Middle District of Pennsylvania, in connection with any action arising under this Agreement. The Parties waive the personal service of any process upon them and agree that service may be completed by overnight mail (using a commercially recognized service) or by U.S. mail with delivery receipt to the address stated in this Agreement. Company shall be entitled to recover all reasonable costs of collection (including attorney's fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Advertiser.

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

If to Company, to the attention of the General Counsel at the address of:

**AppClients**  
**2300 Vartan Way, Suite 100**  
**Harrisburg, PA 17110**  
**Facsimile: 717-745-8757**

If to Advertiser, to the executive and address set forth on the signature page.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed as of the later of the dates set forth below, as applicable.

ADVERTISER:

COMPANY:

Company: \_\_\_\_\_

Linkstar Interactive Network, LLC d/b/a AppClients

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Email: \_\_\_\_\_