

PARTICIPATION AGREEMENT

The Coalition for Better Ads (CBA) administers certain voluntary programs governed by particular guidelines, criteria, and requirements set by the CBA, and revised from time to time, to improve the online advertising experience for consumers and promote marketplace adoption of the Better Ads Standards (as defined below) ("Program" (as further defined below)).

IMPORTANT – READ CAREFULLY: THIS PARTICIPATION AGREEMENT IS A LEGAL CONTRACT. THE PARTIES TO THIS PARTICIPATION AGREEMENT ARE THE *NAMED* PARTICIPANT (AS FURTHER IDENTIFIED ONLINE) AND THE COALITION FOR BETTER ADS ("CBA") (PARTICIPANT AND CBA ARE EACH A "PARTY" AND TOGETHER, THE "PARTIES" TO THIS AGREEMENT).

THE AGREEMENT SETS FORTH THE TERMS AND CONDITIONS PURSUANT TO WHICH PARTICIPANT JOINS IN THE PROGRAM AND IN CONNECTION THEREWITH, GAINS THE LIMITED, LICENSED RIGHT TO USE THE CBA MARK(S) (AS DEFINED HEREIN OR ONLINE) AND RECEIVE ACCESS TO CERTAIN SERVICES OR BENEFITS ON THE TERMS AND CONDITIONS SET FORTH HEREIN. IF AN INDIVIDUAL PERSON IS ACCEPTING THIS AGREEMENT ON BEHALF OF AN ENTITY (OR ORGANIZATION), PLEASE NOTE THAT SUCH PERSON ALSO AGREES AND REPRESENTS ON BEHALF OF THE NAMED ENTITY (OR ORGANIZATION) THAT THE ENTITY (OR ORGANIZATION) HAS THE FULL LEGAL AUTHORITY TO EXECUTE, BE BOUND, AND COMPLY WITH THIS AGREEMENT.

ACCORDINGLY, BY ACCEPTING THIS AGREEMENT, REGISTERING WITH THE CBA SITE (DEFINED BELOW), OR REQUESTING TO RECEIVE INFORMATION FROM CBA THROUGH A CBA DESIGNATED REGISTRATION PROCESS (WHICHEVER IS EARLIER), PARTICIPANT AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

TERMS AND CONDITIONS

1. **PARTICIPATION.**

1.1. Identity of Participant. References to "Participant" throughout this Agreement shall be restricted to the named Entity/Organization and its "Affiliate(s)" (i.e., Participant's subsidiaries and affiliates under common control with Participant). Rights granted to Participant shall be limited to the domains Participant provides to the CBA and Participant's employees, agents, and contractors that are specifically requested by Participant to use, manage, and monitor its use of the CBA Mark (as defined below), adherence to the Better Ads Standards (as defined below), compliance with the Program, and identification in the CBA Register (as defined below) solely for Participant's benefit and in compliance with this Agreement.

1.2. Description of CBA Mark. The "CBA Mark(s)" shall mean one or more trademark(s) or service mark(s) owned and identified by CBA as set forth and depicted by the CBA on its website www.betterads.org (the "CBA Site") or provided by email notice from CBA and may change from time to time as determined by CBA in its sole discretion. Participant should review the CBA Site on a periodic basis.

1.3. Opportunities and Benefits. Pursuant to this Agreement, CBA will provide Participant with access to certain opportunities and benefits as a part of Participant's registration and participation in the Program. General participation opportunities and benefit details are further described on the CBA Site (or provided by email notice from CBA) and may change from time to time as determined by CBA in its sole discretion. Participant should review the CBA Site on a periodic basis.

2. **PARTICIPANT OBLIGATIONS.**

2.1. Registration and Account. Participant must complete and submit (and have completed and submitted) the CBA registration form (as made available at the CBA Site) to establish an account with CBA for the Program. Participant will ensure that its "Participant Details" (for its account) remain current and shall update its information through the CBA online account or another mechanism approved by the CBA from time to time in order to ensure accuracy and completeness.

2.2. Participant Information. From time to time during the term hereof as requested by the CBA, Participant will provide CBA (or any third party that it may designate) through the CBA Site and Participant's account or another mechanism approved by the CBA, the following information (including any updates thereto): (i) current list of domains; and (ii) upon request, a designation of the Participant's annual gross digital advertising revenue. Participant will ensure that its Participant information remains current and shall update its information through the CBA online account or another mechanism approved by the CBA from time to time in order to ensure accuracy and completeness.

2.3. Participant Compliance Obligation(s) and Declaration. For as long as this Agreement remains in effect, Participant hereby declares its adherence to and compliance with the Better Ads Standards (including applicable principles, requirements, rules, interpretations, and empirical standards as well as any new or amended principles, requirements, rules, interpretations, or standards promulgated by CBA during the term of this Agreement) (referenced collectively herein as the "Better Ads Standards"). In particular, Participant hereby declares and agrees to the following: "*Participant affirms that the domains Participant has identified for the Coalition for Better Ads comply with the Better Ads Standards, and Participant agrees to be bound by the terms and conditions of the Participation Agreement provided by the Coalition for Better Ads.*" The Better Ads Standards shall be posted to the CBA Site and may be provided (in part or in whole) by notice, including by email, from the CBA from time to time.

2.4. CBA Register and Participant Summary. Participant agrees to be listed in the "CBA Register" as an active participant of the Program while this Agreement remains in effect. CBA will make use of Participant's trade name (as entered above through the Participant's online account) in the "CBA Register" as well as the Participant Details, list of domains, and designation of the Participant's annual digital advertising revenue (the "Participant Summary Information"). Participant agrees that Participant will not post or transmit anything that may damage the goodwill of CBA, defame, violate, or infringe the rights of others, involve the impersonation of any other person or entity, or that is inaccurate or off-topic. CBA is not responsible for monitoring or moderating Participant Summary Information. Moreover, CBA also does not endorse, approve, or edit any Participant Summary Information and SHALL NOT BE RESPONSIBLE OR LIABLE FOR THIS CONTENT OR THE STATEMENTS OR REPRESENTATIONS MADE THEREIN. Nevertheless, CBA reserves the right to delete or take other appropriate action regarding any information that CBA believes in good faith violates this Agreement with written notice to Participant; provided, however, that if CBA intends to delete any Participant Summary Information, CBA will provide Participant with prior written notice (email to suffice). With respect to any Participant Summary Information other than the designation of the Participant's annual digital advertising revenue made available to CBA, Participant acknowledges that such information is non-confidential for all purposes, and Participant represents that it has all rights and permission necessary to submit, display, or make available such information.

2.5. General Responsibilities. Participant agrees to provide to CBA (or any of CBA's designees, agents, or contractors) accurate and complete information when requested by CBA or any of CBA's designees, agents, or contractors in connection with the Program or this Agreement. In addition, Participant agrees to abide by all laws or regulations applicable to its participation in the Program and adherence to the Better Ads Standards. Participant will take and will continue to take all action(s) reasonably necessary to enter into this Agreement and fully perform its obligations pursuant to this Agreement. Participant further acknowledges that it is and shall remain responsible for the conduct of its employees, agents and contractors at all times during the term of this Agreement and thereafter in connection with or arising out of their acts or omissions in respect of this Agreement, the Program, and the Better Ads Standards.

2.6. Program Non-Compliance and Dispute Resolution. After Participant is named to the CBA Register, any dispute arising under this Agreement and the Program with respect to a determination that the advertising practices of Participant do not comply with the Better Ads Standards may be addressed by Participant through the utilization of the following process(es) determined by the Program. First, so long as Participant's name and Participant Summary Information appear in the CBA Register, Participant shall generally be afforded a thirty (30) day cure period to address a notification of non-compliance and align its advertising practices and conduct with the Better Ads Standards. In connection therewith, Participant may remediate the noncompliance with the guidance of resources provided through the Program, although the implementation of any such guidance and counsel shall be at the sole discretion of Participant. Further, so long as Participant's name and Participant Summary Information appear in the CBA Register, Participant may contest the determination of non-compliance through the CBA's designated dispute resolution mechanism. Dispute resolution shall be conducted in person, online, or by telephone in accordance with terms and conditions to be separately provided by the

CBA or the dispute resolution mechanism, and such proceedings shall be conducted in English. Any dispute resolution shall require the payment of additional fees or expenses to be set by the dispute resolution mechanism. Any other dispute not addressed by this process shall be subject to this Agreement (as addressed below) and applicable law.

3. GRANTS AND CONDITIONS.

3.1. Grant of Rights.

(i). License to CBA Mark(s). Subject to the terms and conditions of this Agreement, the CBA hereby grants, and Participant hereby accepts only during the term of this Agreement, a limited, revocable (upon termination of this Agreement), non-transferable (except as part of an assignment of this Agreement), non-sublicensable, and non-exclusive license to use the CBA Mark(s) only for the purpose of signifying adherence to the Better Ads Standards.

(ii). Usage. The CBA Mark(s) shall be made available to Participant solely in accordance with those instructions and guidelines as provided at the CBA Site or as may be provided (in part or in whole) by notice, including by email, from the CBA from time to time. In particular, Participant shall comply with CBA Mark(s) hyperlink requirements made known by CBA. In no event shall such use of the CBA Mark(s) suggest or imply a mischaracterization of the relationship with CBA or CBA's promotion or endorsement of any product, service, program, cause, campaign, website, or information.

(iii). Restricted Conduct. Except as otherwise expressly provided herein, Participant may not sublicense any right or otherwise permit a third party (including any other subsidiary or affiliate not meeting the definition for an "Affiliate(s)") to use the CBA Mark(s) or CBA Register for any purpose without CBA's express prior written approval. Any right not expressly granted under this Agreement in and to the CBA Mark(s) or the CBA Register is hereby reserved by the CBA. Accordingly, Participant may not modify, reverse engineer, tamper, skew, alter, create derivative work(s) of, reproduce, frame, publish, license, sell, exploit, rent, lease, grant a security interest in, transfer any right(s) in, use on behalf of any other entity or person, or otherwise use in any manner not expressly permitted herein the CBA Mark(s) or the CBA Register or any part thereof. Participant further agrees that it shall not assert or contest any ownership rights in and to the CBA Mark(s) or the intellectual property rights derived therefrom in any action or proceeding of whatever kind or nature, nor shall Participant take any action that may prejudice or adversely affect the CBA's rights in the CBA Mark(s) or the intellectual property rights therein. All legends, trademarks, trade names, copyright legends, and other identifications appearing on the CBA Mark(s) or with respect to the CBA Register may not be removed, altered, or defaced by Participant.

3.2. Right to Monitor. Participant acknowledges and agrees that CBA, or any third party CBA designates or reasonably deems necessary to act on its behalf, including any certification, assessment, dispute resolution, or accreditation entity, has the right to monitor and review Participant's use of the CBA Mark(s) and ensure compliance with a Program and, in particular, the Better Ads Standards and this Agreement. Participant therefore acknowledges and permits CBA and/or its third-party designees to monitor and review Participant's compliance with the Program and this Agreement which CBA or its third-party designee may accomplish through periodic remote testing and review of Participant's online or advertising activities (provided that the foregoing shall not be construed as granting the CBA or any third party any right to audit Participant's systems, facilities or records). Such monitoring or review will not be conducted on-site of Participant unless agreed to in writing by the Participant. In the event of non-compliance (as determined by CBA or its third-party designee), CBA may terminate this Agreement as set forth herein or CBA may request that Participant modify or implement a remedy in order to become compliant with the Better Ads Standards and this Agreement (including through the dispute resolution process articulated above).

3.3. Name and Company Description. CBA will include Participant's name and Participant Summary Information in the CBA Register to signify Participant's adherence to and compliance with the Better Ads Standards. Participant hereby grants to CBA during the term of this Agreement a limited, revocable (upon termination of this Agreement) non-exclusive, worldwide, royalty-free right and license to copy, display, and otherwise use Participant's name (in the same form as the name is provided by Participant to CBA) in Participant's listing in the CBA Register and other legitimate CBA activities. In connection with delivering and providing to CBA any Participant Summary Information (as described further below), Participant also hereby grants to CBA during the term of this Agreement a

limited, revocable (upon termination of this Agreement), non-exclusive, worldwide, royalty-free right and license to copy, display, and otherwise use any such Participant Summary Information in Participant's listing in the CBA Register and other legitimate CBA activities. As between the CBA and Participant, the Parties agree and acknowledge that Participant retains all right, title, and interest in and to Participant's name, logo, and trademark, the Participant Summary Information, and all intellectual property rights derived therefrom.

4. **PROPRIETARY RIGHTS.** The Parties agree that CBA or its licensor(s) is the sole and exclusive owner of all right, title, and interest in and to the CBA Mark(s) and the CBA Register and its related logos, designs, and materials. Accordingly, Participant acknowledges and agrees that except as provided herein, the provisions of this Agreement do not convey to Participant any right, title or ownership interest of any kind in or to the CBA Mark(s) or the CBA Register and its related logos, designs, and materials. Participant agrees that it shall in no way contest or deny (or knowingly encourage or assist others to do the same) the validity of, or the right or title of CBA in or to the CBA Mark(s) or the CBA Register. CBA and/or its designee shall have the sole right to enforce any right, bring any proceeding, claim, or defense, or otherwise settle any claim for any infringement, dilution, or unfair competition relating to the CBA Mark(s) or the CBA Register. In the event that the CBA Mark(s) or CBA Register is adjudicated in any suit or proceeding to infringe the intellectual property rights of any third party, or in the event that CBA reasonably believes that it is likely that the CBA Mark(s) or CBA Register will be found to infringe, dilute, or constitute a misappropriation, or likely to be enjoined, CBA reserves the right to instruct Participant to immediately cease using the CBA Mark(s) or CBA Register (as applicable) and Participant agrees that, upon receiving any such instruction from CBA, Participant will cease all use thereof. Participant acknowledges and agrees that CBA shall have no liability for the cessation of use of any CBA Mark(s) or CBA Register in accordance with this provision.

5. **CONFIDENTIALITY.** Participant acknowledges and agrees that in connection with this Agreement and use of the CBA Mark(s) or the CBA Register, Participant may receive or gain access to certain confidential, proprietary, or sensitive information of CBA and/or its licensors and suppliers or other Participants, including, without limitation, technical specifications, and information concerning pricing and marketing (the "Confidential Information"). Confidential Information shall not include any information that (i) was in the public domain at the time it was communicated; (ii) entered the public domain through no fault of recipient subsequent to the time it was communicated; (iii) was in the recipient's possession free of any obligation of confidence at the time it was disclosed; (iv) was disclosed to the recipient by a third party who was free of any obligation of confidence; or (v) is independently developed by recipient without use of the Confidential Information as can be shown by documentary evidence. Participant agrees to secure, protect and prevent the disclosure of CBA's Confidential Information to any third party, and Participant agrees that it shall employ at least as great a degree of care as Participant uses to maintain the confidentiality of its own confidential information of a similar nature, but in no event using less than reasonable efforts. Participant therefore shall not, nor permit any third party to, sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information to third parties, except as expressly authorized in this Agreement. In addition, neither Party may disclose this Agreement and/or its terms to any third party, except as a Party may reasonably be required to enforce the terms of this Agreement, and/or to a Party's attorneys or accountants or as otherwise required by law or as part of a regulatory inquiry, subject in all cases to any permitted third party or person being under the same obligation to keep the information confidential as called for in this Agreement. All Confidential Information of CBA shall remain the exclusive property of CBA. These restrictions do not apply to Confidential Information which Participant (i) discloses in response to a valid order of a court or other governmental body, but only to the extent of and for the purposes of such order, and only if Participant first notifies CBA of the order and permits CBA to seek an appropriate protective order or move to quash or limit such order; or (ii) discloses with written permission of CBA, in compliance with any terms or conditions set by CBA regarding such disclosure. Upon termination or expiration of this Agreement, Participant shall return to CBA or destroy, at the request of CBA, all Confidential Information of CBA and, upon request of CBA, certify in writing to CBA that all such Confidential Information has been returned or destroyed.

6. **FEES AND EXPENSES.**

6.1. **Fees.** Participant agrees to pay the applicable annual fee(s) ("Annual Fee(s)") for participation that is determined by the Program. The CBA shall provide prior notice of the Annual Fee(s) schedule on the CBA website. If Participant registers after January of a calendar year, Participant may pay a pro-rata amount of the first year Annual Fee(s)

for the remainder of the then-current calendar year (as determined by CBA). Thereafter, CBA reserves the right to charge the full Annual Fee(s) for any renewal period and increase such Annual Fee(s) in subsequent calendar years in accordance with the payment obligation(s) described below. CBA may also increase the Annual Fee(s) owed (and require timely payment for the increased amount).

6.2. Expenses. Each Party shall otherwise bear its own costs and expenses incurred in connection with its compliance with the terms and conditions of this Agreement.

6.3. Payment. Participant shall pay the applicable Annual Fee(s) to CBA or its authorized designee(s) and agent(s) (“Authorized Agent(s)”), which such Annual Fee(s) may be adjusted by CBA (in CBA’s sole discretion) for a partial calendar year period or the first year of participation in the Program. All payments shall be computed in U.S. Dollars (subject to a currency conversion schedule published by the CBA for payments made in foreign currency). Additional notices, terms, and conditions may be provided at the CBA Site (or by email notice from CBA) that detail the manner and schedule for payment and the applicable invoicing and submission process(es) applicable to the payment of the Annual Fee(s), all of which would be made a part of this Agreement by this reference, and Participant agrees to abide by any such notices, terms, and conditions with respect to payment of the Annual Fee(s). Unless otherwise stated at the CBA Site, any and all Annual Fee(s) shall be due and payable in full within thirty (30) days of receipt of the applicable invoice, and such fee shall renew automatically and be invoiced (at the then-current rate in effect) on January 1 of the next calendar year, unless notice of termination is properly provided to the CBA in a timely manner as provided for below in this Agreement. If any payment required by this Agreement has not been received by CBA or its Authorized Agent as of the applicable deadline for payment as established by this Agreement, late charges shall be assessed on all past-due amounts at a rate equal to one and one-half percent (1.5%) of the amount outstanding for every week that such amount is past due. Participant shall also be responsible for reasonable administrative, legal, and court costs incurred by CBA or its Authorized Agent in collections activities resulting from late payment. In addition, Participant acknowledges and agrees that all fees are non-refundable, shall not be prorated in the event of any termination, and are exclusive of any Internet, sales, use, value-added, excise, and other associated taxes, which shall be borne and paid by Participant as applicable, excluding taxes based on CBA’s net income. CBA reserves the right, effective at the beginning of each renewal term or at the beginning of the next full renewal term, to change any fee or payment term; provided that CBA agrees to provide at least thirty (30) days prior written notice of any such change and will not increase any fee more than once during any individual calendar year.

7. **TERM and TERMINATION.**

7.1. Term. The terms and conditions of this Agreement will take effect upon the date of acceptance of this Agreement, which shall be identified on the Participant’s account with CBA (“Effective Date”). Each Party acknowledges and agrees that Participant’s name shall not remain in the CBA Register until Participant agrees to this Agreement and Participant pays all applicable fees. This Agreement will remain in effect, unless otherwise stated by the CBA, for a twelve (12) month period or the then-current calendar year, whichever is shorter. Thereafter, this Agreement will renew for successive twelve-month periods running with the then-current calendar year until this Agreement is terminated by either Party in accordance with its terms and conditions.

7.2. Non-Renewal. In the event either CBA or Participant desires to prevent this Agreement from renewing for a successive term, CBA or Participant shall notify the other in writing of its desire to terminate this Agreement before any scheduled renewal period, with this Agreement expiring upon the last day of the then-current annual term period for which Participant has paid the applicable Annual Fee(s).

7.3. Termination.

(i). Termination for Failure to Pay. This Agreement will terminate automatically if Participant fails to pay any amount owed to CBA in a timely manner.

(ii). Failure to Meet or Comply with Registration Requirements. If CBA determines in its reasonable discretion that Participant has failed to meet or comply with any requirements for registration, such as background checks or eligibility criteria published by CBA, CBA shall have the right to terminate this Agreement. Termination shall become effective immediately.

(iii). Violation of the Better Ads Standards. Subject to the requirements of the Program, this Agreement will terminate if Participant fails to comply with any of the Better Ads Standards. Participant acknowledges and agrees that CBA will have the sole right to determine in its reasonable discretion whether Participant has engaged in any activity that violates the Better Ads Standards for the purposes of determining compliance with this Agreement, and Participant and CBA further acknowledge and agree that Participant may be entitled (pursuant to the Program) to utilize the dispute resolution process (articulated above) if the failure to comply results from a determination of non-compliance with the Better Ads Standards.

(iv). Other Breach. Except as provided above, this Agreement will also be terminable if either Party fails to comply with any of the other terms and conditions of this Agreement and fails to cure such failure within thirty (30) days of written notice thereof from one Party to the other Party.

(v). Convenience. Participant may terminate this Agreement at any time by notifying CBA in writing, with this Agreement expiring upon the last day of the then-current annual term period for which Participant has paid the applicable Annual Fee(s). Participant, however, may request with such notice immediate removal from the CBA Register, and this Agreement shall terminate within thirty days of CBA's receipt of such termination and request (for removal) notice.

7.4. Effect of Termination. Upon termination of this Agreement for any reason, all rights to use the CBA Mark(s) or be included in the CBA Register and any benefits afforded by inclusion in the CBA Register will immediately terminate. Accordingly, Participant shall be removed from the CBA Register and shall cease all use of the CBA Mark(s) and its related logos, designs, and materials. Neither Party shall be responsible or liable for any damages or loss, such as loss of sales or profits, as a result of any termination of this Agreement. Participant's fees shall not be prorated as a result of any termination of this Agreement. In addition to the "Miscellaneous" section below, the provisions concerning proprietary rights, confidentiality, effect of termination, warranty disclaimer, limitation of liability, indemnity, governing law, injunctive relief, arbitration, and notice will survive the termination of this Agreement.

8. **REPRESENTATIONS and WARRANTIES.** Each of CBA and Participant mutually represent and warrant that (i) the person executing this Agreement on its respective behalf has the legal authority to bind such Party, and (ii) it has the right, power, and authority to (a) enter into this Agreement, (b) make the representations and warranties contained herein, and (c) commit to and perform the respective duties, obligations, and covenants set forth hereunder. Participant further represents and warrants that Participant will, at all times, to the best of its knowledge at the time of submitting information or materials to CBA, provide true and accurate information when submitting information or materials to CBA. CBA and Participant further represent and warrant that each has all necessary rights to grant the respective license(s) granted hereunder.

9. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN SECTION 8 (above), THE CBA MARK(S) AND CBA REGISTER ARE PROVIDED "AS IS." CBA DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE PARTICIPANT'S USE, OF THE CBA MARK(S) OR THE CBA REGISTER. MOREOVER, NOTHING HEREIN IS EITHER A REPRESENTATION OR A WARRANTY BY CBA THAT PARTICIPANT'S PRODUCTS, SERVICES, OR BUSINESS PRACTICES (OR ANY PORTION THEREOF) COMPLY OR WILL COMPLY WITH APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, ORDERS OR REGULATIONS. EXCEPT AS SET FORTH HEREIN, EACH PARTY OTHERWISE DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

10. **LIMITATION OF LIABILITY.** EXCEPT FOR THE INDEMNIFICATION OBLIGATION SET FORTH IN SECTION 11 (WHICH SHALL BE SUBJECT TO THE LIABILITY CAP SET FORTH BELOW IN THIS SECTION 10), NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, WHETHER AN ACTION IS BASED UPON CONTRACT, TORT, OR OTHERWISE. CBA SHALL ALSO HAVE NO LIABILITY UNDER THIS AGREEMENT FOR PARTICIPANT'S PRODUCTS OR SERVICES OR THEIR QUALITY, PRICING, METHOD OF SALE, OR DISTRIBUTION. MOREOVER, (A) CBA'S

ENTIRE LIABILITY FOR ANY AND ALL CLAIMS (DIRECT, INDIRECT, OR OTHERWISE) UNDER THIS AGREEMENT SHALL BE LIMITED TO TWENTY FIVE THOUSAND DOLLARS (\$25,000), REGARDLESS OF THE CLAIM(S), DAMAGE(S), OR CAUSE(S) OF ACTION, AND (B) PARTICIPANT'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO FIVE MILLION DOLLARS (\$5,000,000) UNLESS THE CLAIM RELATES TO A VIOLATION, INFRINGEMENT, OR MISAPPROPRIATION BY PARTICIPANT OF CBA'S INTELLECTUAL PROPERTY OR TRADE SECRET RIGHTS. THE PARTIES AGREE THAT THE LIMITATIONS IN THIS SECTION ARE A BARGAINED-FOR EXCHANGE AND A MATERIAL CONDITION AND PREMISE OF THIS AGREEMENT FOR THE USE OF THE CBA MARK(S) AND A LISTING IN THE CBA REGISTER.

11. **INDEMNITY.** Participant agrees to defend, indemnify, and hold harmless CBA and its employees, agents, directors, officers, and successors ("CBA Indemnified Parties") from and against damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses) resulting from any and all claims or proceedings arising from or caused by (i) Participant's use of the CBA Mark(s) or listing in the CBA Register in violation of this Agreement, (ii) Participant's products, services, or advertising practices, including products, services, or practices provided or conducted through third parties on behalf of Participant, (iii) Participant's own agreements with third party contractors, vendors, or service providers, including any termination by Participant of such agreement(s), (iv) violations of applicable law proximately caused by Participant arising out of performance of this Agreement, or (v) any breach by Participant of this Agreement ("Covered Claim(s)"). As conditions on Participant's foregoing obligations: (x) CBA shall give Participant prompt written notice of any Covered Claim (provided that a failure or delay in providing such notice will not relieve Participant's obligations except to the extent Participant is prejudiced by such failure or delay); (y) CBA grants Participant the exclusive right to control and direct the investigation, defense and any settlement of any Covered Claim (provided that CBA's written consent is required to settle any claim if such settlement contains a stipulation to, or admission or acknowledgment of, any liability or wrongdoing (whether in contract, tort or otherwise) on the part of CBA). Notwithstanding any of the foregoing, CBA shall have the right, in its absolute discretion, to employ attorneys of its own choice at its sole expense to participate in the defense of any Covered Claim.

12. **GOVERNING LAW.** This Agreement shall be construed and interpreted in the English language only, and all communications and notices to be made or given pursuant to this Agreement shall be in the English language. This Agreement has been made in and will be construed and enforced solely in accordance with the laws of the District of Columbia, United States. Subject to the Arbitration process below, all other actions or claims related to or associated with this Agreement will be brought solely in the federal or state courts in the District of Columbia, United States, and all Parties to this Agreement expressly agree to be subject to the jurisdiction of such courts. Participant irrevocably waives, to the fullest extent permitted by applicable law, all immunity (whether on the basis of sovereignty or otherwise) from jurisdiction, attachment (both before and after judgment), and execution to which it might otherwise be entitled in any action or proceeding relating in any way to this Agreement. Without limiting the generality of the foregoing, Participant and CBA each agree that the waivers set forth herein shall be interpreted and enforced to the fullest extent permitted under applicable law, including the Foreign Sovereign Immunities Act of 1976 of the United States, as amended, and are intended to be irrevocable for purposes of such law. Notwithstanding the foregoing, Participant acknowledges that CBA makes no representation that participation in the Program, use of the CBA Mark(s), or compliance with this Agreement to be listed in the CBA Register or to maintain compliance with the Better Ads Standards is appropriate or legally acceptable in any location, and in particular, in locations outside the United States. Participant uses the CBA Mark(s) and the CBA Register on Participant's own volition and is responsible for its own compliance with all applicable (local) laws.

13. **INJUNCTIVE RELIEF.** Each Party also (1) acknowledges that any breach, threatened or actual, of Sections 3 (Grant and Restrictions) or 5 (Confidentiality) of this Agreement or by Participant of Section 4 (Proprietary Rights) may cause irreparable injury to the other (applicable) Party, such injury would not be quantifiable in monetary damages, and the other Party may not have an adequate remedy at law; (2) therefore agrees that the other Party shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of the obligations under any provision of this Agreement; and (3) hereby waives any requirement that the other Party post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to the other Party to enforce any provision of this Agreement.

14. **ARBITRATION.** By entering into this Agreement, Participant and CBA are each waiving the right to go to court to assert or defend certain rights under this Agreement, and Participant is further waiving the right and ability to participate in a class action against CBA in connection with such rights. ACCORDINGLY, ALL DISPUTES BETWEEN PARTICIPANT AND CBA RELATING IN ANY WAY TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE CBA MARK(S), THE PROGRAM, THE CBA REGISTER, OR THE BETTER ADS STANDARDS), PARTICIPANT'S ADHERENCE TO THE PROGRAM OR COMPLIANCE WITH THE BETTER ADS STANDARDS, OR PARTICIPANT'S STATUS AS A PARTICIPANT WILL BE SUBMITTED TO CONFIDENTIAL ARBITRATION IN THE U.S. FEDERAL JUDICIAL DISTRICT OR A CITY SELECTED BY CBA FOR THE NATIONAL LEVEL JUDICIAL SYSTEM FOR THE FOREIGN COUNTRY IN WHICH PARTICIPANT RESIDES (AS APPLICABLE), EXCEPT TO THE EXTENT THAT CBA OR PARTICIPANT HAS, IN ANY WAY RESPECTIVELY, VIOLATED OR THREATENED TO VIOLATE ANY CONFIDENTIALITY OBLIGATION HEREIN OR INTELLECTUAL PROPERTY RIGHT (as set forth above). CBA shall send notice of its intent to seek arbitration to the address designated by Participant in its account with the Program. If Participant intends to seek arbitration, Participant must first send to CBA, by certified mail, a written notice of dispute. Notice must be mailed by Participant to CBA c/o CT Corporation System, 1015 15th Street NW, Suite 1000, Washington, DC 20005, Attn: Arbitration Intake for Coalition for Better Ads. Notice by either Party shall be in English and describe the nature and basis of the claim or disputes and the specific relief sought. If CBA (or CBA's designee or agent) cannot reach an agreement with Participant to resolve the claim(s) identified in the notice within thirty (30) days after the notice (by the respective Party) is received, either Party may commence arbitration. All arbitrations required by this Agreement will be conducted in the English language by a single arbitrator under the rules then prevailing of the American Arbitration Association (or pursuant to its International Centre for Dispute Resolution (ICDR) Rules). The arbitrator's award is binding and may be entered in any court of competent jurisdiction. No arbitration brought under, or with respect to, this Agreement (including, without limitation, the CBA Mark(s), the Program, the CBA Register, or the Better Ads Standards), Participant's adherence to the Program or compliance with the Better Ads Standards, or Participant's status as a Participant is to be joined to an arbitration involving any other person or entity whether through class arbitration, legal proceedings or otherwise. Unless CBA and Participant agree otherwise, the arbitrator may not consolidate more than one Participant's claims, and may not otherwise preside over any form of a representative, private attorney general or class proceeding. Participant will pay its (and Participant's lawyers', experts', and witnesses') respective fees, expenses, and costs with respect to all claims during the arbitration. The arbitrator may award only equitable relief in favor of only the individual Party seeking relief and only to the extent necessary to provide relief warranted by that Party's individual claim(s). Similarly, an arbitration award and any judgment shall apply only to that specific case and shall not be used in any other case except to enforce the award itself. To reduce the time and expense of the arbitration, the arbitrator will not provide a statement of reasons for his or her award unless requested to do so by both Parties. NOTWITHSTANDING THE FOREGOING, PARTICIPANT WILL NOT AGREE TO ACT AS A REPRESENTATIVE OR A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT AGAINST CBA IN ANY COURT, OR IN ARBITRATION, WITH RESPECT TO ANY CLAIMS RELATING IN ANY WAY TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE CBA MARK(S), THE PROGRAM, THE CBA REGISTER, OR THE BETTER ADS STANDARDS), PARTICIPANT'S ADHERENCE TO THE PROGRAM OR COMPLIANCE WITH THE BETTER ADS STANDARDS, OR PARTICIPANT'S STATUS AS A PARTICIPANT. THIS SECTION (CONFIDENTIAL ARBITRATION) WILL SURVIVE THE TERMINATION OF THE RELATIONSHIP BETWEEN PARTICIPANT AND CBA TO THE EXTENT THE CLAIM RELATES TO THIS AGREEMENT AND ITS TERMS AND CONDITIONS.

15. **NOTICE.** Any notice to be sent pursuant to this Agreement shall be in the English language and shall be deemed provided: (a) upon receipt if by personal delivery; (b) upon receipt if sent by certified or registered U.S. Mail (return receipt requested); (c) one day after it is sent if by next-day delivery by a major commercial delivery service; or (d) with respect to termination by CBA for Participant's failure to comply with Better Ads Standards or general information applicable to the Program or the Better Ads Standards, to the email address designated by Participant. CBA's address for notice shall be identified on the CBA Site. The notice address for Participant shall be as identified in Participant's account for the Program (or last-known verifiable address).

16. **MISCELLANEOUS.** This Agreement set forth herein is the entire agreement between Participant and CBA with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between Participant and CBA with respect to the CBA Mark(s) and the CBA Register. This Agreement may be modified from time to time upon the mutual agreement of Participant and CBA. CBA, however, may make modifications or changes in the CBA Mark(s), the Program, the CBA Register, or the Better Ads Standards at any time and for any reason. If CBA makes a material modification or change (i.e., any modification or change that would require Participant to modify Participant's implementation of the CBA Mark(s), Better Ads Standards, or Program or Participant's listing in the CBA Register), CBA will provide notice of such change at the CBA Site for at least thirty (30) days, or to Participant using reasonable means (e.g., via email to the current contact information provided by Participant). Without limiting the foregoing sentence, Participant should periodically review the CBA Site and the Better Ads Standards for any changes. Any continuing use of the CBA Mark(s) or the CBA Register following such thirty (30) day period will be deemed conclusive acceptance of the modification or change and effective as of the announced date of the change (provided that CBA has provided notice of such change to Participant using reasonable means, as set forth above). If Participant does not agree with any change, Participant shall immediately terminate this Agreement and cease all use of the CBA Mark(s) and CBA Register. Failure by either Party to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver of that or any subsequent default or failure of performance. If any provision or any portion of this Agreement is construed to be illegal, invalid or unenforceable, such provision or portion thereof shall be deemed stricken and deleted from this Agreement to the same extent and effect as if it were never incorporated herein, but all other provisions of this Agreement and the remaining portion of any provision that is construed to be illegal, invalid or unenforceable in part shall continue in full force and effect. Headings are for convenience only and have no legal or contractual effect. Participant and CBA are independent contractors. No joint venture, partnership, employment, or agency relationship exists between Participant and CBA as a result of this Agreement. Participant may not assign or otherwise transfer this Agreement. Subject to the foregoing, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns. This Agreement may be executed electronically and in counterparts. Participant should print a copy of this Agreement for Participant's records.