

AFFINIO TERMS OF SERVICE

The provisions set out in these terms of service (“**Terms of Service**”) apply to: (a) any agreement between Affinio Inc. (“**Provider**”) and another person or entity (“**Client**”) that incorporates or attaches these Terms of Service (any such agreement, an “**Agreement**”); (b) any technology provided by Provider, including computer, cloud, web software, application programming interfaces and related algorithms and processes (the “**Technology**”), and any and all services provided by the Provider, as more fully described in the applicable Agreement (such services, together with the Technology, are the “**Services**”), including the provision of Provider’s web application, analysis of data, application programming interfaces, and reports relating to social media network connections (such reports that are provided by Provider or generated through Client’s use of the Services, the “**Reports**”), and (c) the use of the Services by Client. References made herein to the Terms of Service shall be deemed to include any and all applicable Agreements. If there is any conflict between the terms of these Terms of Service and an applicable Agreement, the applicable Agreement shall control.

CLIENT ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS AND AGREES TO THESE TERMS OF SERVICE, INCLUDING ALL DISCLAIMERS CONTAINED IN THESE TERMS OF SERVICE. CLIENT AGREES THAT ALL WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY REFLECT THE ALLOCATION OF RISK AMONG THE PARTIES AND THE PRICE OF THE SERVICES. IF ANY OF THESE TERMS OF SERVICE OR ANY FUTURE CHANGES ARE UNACCEPTABLE TO A CLIENT, SUCH CLIENT MAY OPT NOT TO USE THE SERVICES.

1. PROVISION OF SERVICES.

1.1 Provision of the Services. Provider agrees to provide the Services to Client in accordance with these Terms of Service. The description of the scope of the Services provided by Provider to Client and the performance specifications are more particularly set out in the applicable Agreement.

1.2 Service Restrictions. Client represents and warrants to and covenants with Provider that Client will not, directly or indirectly, and will not permit any other person to:

- (a) use the Services other than as permitted by these Terms of Service;
- (b) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, syndicate, offer on a service bureau, rental or managed service basis, create links to, frame or mirror on any other server or other device, or otherwise commercially exploit or make the Services available to any third party, except as expressly permitted by these Terms of Service;
- (c) use the Services to upload, collect, transmit, store, use or process any content, data or information (excluding any content, data, or information contained in any Reports that is not, in each case, provided by Client) that: (i) Client does not have the lawful right to upload, collect, transmit, store, use, or process, as applicable; (ii) would violate any confidentiality or fiduciary obligations of Client with respect to such content, data, or information if so uploaded, collected, transmitted, stored, used, or processed, as applicable; (iii) that infringes, misappropriates or otherwise violates any intellectual property or other proprietary rights of any third party (including any copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of privacy or publicity); (iv) is tortious, defamatory, obscene, or offensive; or (v) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil or criminal liability;

- (d) use the Services to send, store, publish, post, upload or otherwise transmit any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to or reasonably may damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another;
- (e) attempt to gain unauthorized access to the Services or its related systems or networks;
- (f) use or knowingly permit the use of any security testing tool, robot, spider, crawler, scraper, any other automatic software, camera or other device, or manual process in order to probe, scan or attempt to penetrate or ascertain the security of, or otherwise monitor or copy, the Services;
- (g) access the Services for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Services;
- (h) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Services or any part thereof or otherwise attempt to discover any source code or modify the Services;
- (i) provide any personally identifiable information of any person to Provider, except for (i) such information that is publicly available and (ii) the names and contact information of individual users within Client's organization in connection with access to the Services;
- (j) encourage, assist or permit any individual user within Client's organization to share such user's login information with any other party or to allow any third party to access the Services through such individual user's account; or
- (k) interfere with, disrupt, impede, disable, defeat, avoid, bypass, remove, deactivate or otherwise circumvent any features or functionality of the Services, including, without limitation, any mechanism used to restrict or control the functionality of any software protection or monitoring mechanisms of the Services.

1.3 Limitation, Suspension or Termination of Access. Without limiting any other rights or remedies of Provider pursuant to these Terms of Service, Client agrees that certain circumstances may require Provider to suspend, terminate or limit (as appropriate and as determined in Provider's sole discretion) Client's access to or use of the Services, or any component thereof, without notice in order to: (a) prevent any misuse or abuse of the Services; (b) prevent any damage to, or degradation of the integrity of Provider's systems or property; (c) comply with any law, regulation, court order, or other governmental request or order; or (d) otherwise protect Provider from potential legal liability or harm to its reputation or business. Client agrees that Provider shall not be liable to Client for limiting or terminating Client's access to the Services as provided above.

1.4 Third Party Services. Provider partners with certain third party service providers in offering the Services to Client ("Third Party Services").

(a) Client acknowledges that the ability to use certain Third Party Services requires Client, and Client agrees, to provide Provider with accurate and up-to-date information reasonably requested by Provider in connection therewith. Client further agrees that, if applicable, it will maintain an active account in good standing with the relevant provider of Third Party Services, and that in certain instances, use of Provider's services will require access to and use of such accounts. Provider will not be liable for any delay or mistake caused by Client's failure or delay in providing requested information or failure of Client to maintain such an account. Provider will not be liable

for any payment due to a provider of a Third Party Service, which will be solely Client's responsibility.

(b) Third Party Services Data Sharing. Client acknowledges and agrees that Provider may share Confidential Information and other data of Client with the providers of Third Party Services solely as necessary to provide access to and use of the Third Party Services. The providers of Third Party Services may also provide Client data to Provider, and Client hereby consents to Provider's access thereto. For example, and without limitation, if Client uses Provider's Facebook Audience Insights services, Client acknowledges and agrees that Client's Facebook Reports will automatically be uploaded to Client's Facebook Ad account, and that Provider will gain advertiser access to such account.

(c) Third Party Services Terms and Requirements. Client acknowledges and agrees that providers of Third Party Services may impose requirements and cause delays that are beyond Provider's control. For example, and without limitation, certain providers may review advertising submissions prior to the launch of an advertising campaign on such provider's services. Further, participation in Third Party Services is subject to the terms and conditions and privacy policies promulgated by the applicable providers of Third Party Services. Provider will not be liable for any delay, failure or error caused by the acts or omissions of providers of Third Party Services, or for the acts or omissions required pursuant to such providers' terms and conditions and privacy policies. Provider does not provide training services in connection with the Third Party Services themselves.

2. CLIENT RESPONSIBILITIES.

2.1 Client Responsibilities. The Services are accessible via the Internet. Client agrees to provide all hardware and Internet connectivity required to access the Services. Client, and not Provider, is responsible for the data it inputs and its interpretation of the output results, including the Reports. Client, and not Provider, will be responsible for any and all information, data and other content created or provided by Client or transmitted through the Services by Client or by any third party through Client's account. Client agrees to comply with all of Provider's policies as they may be amended from time to time, provided that such policies will be reasonably available on Provider's website or otherwise provided to Client.

2.2 Compliance with Laws. Provider represents and warrants to and covenants with Client that the Services are provided in compliance with all applicable laws. Client represents and warrants to and covenants with Provider that Client will access and use the Services in compliance with all applicable laws.

2.3 Client Promotion. Provider may publicize its relationship with Client or Client's customers provided, however, that Provider will not publicize its relationship with Client's customers without prior written approval from Client.

3. FEES

3.1 Fees. Client will pay to Provider the fees and other charges set out in the applicable Agreement (the "Fees").

Unless otherwise set out in the applicable Agreement, Client will pay all Fees in accordance with the following provisions:

(a) all fees for Services will be invoiced to Client, and Client agrees to pay all amounts invoiced;

- (b) invoices issued to Client are due and payable within 30 days of the date of the applicable invoice;
- (c) interest will be charged on outstanding overdue balances at a rate of 12% per annum or the maximum allowable by law, whichever is less;
- (d) unused Services cannot be transferred or assigned by Client, and pre-paid fees, deposits and subscription fees are non-refundable except as otherwise provided herein; and
- (e) Client may not withhold or “set-off” any amounts due under these Terms of Services.

3.2 Taxes. The Fees do not include, and Client will pay, indemnify and hold Provider harmless from, all sales, use, gross receipts, value-added, GST/HST, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transactions contemplated in connection with these Terms of Service or the applicable Agreement, other than taxes based on the net income or profits of Provider.

4. OWNERSHIP AND LICENSES

4.1 Reservation of Rights in the Technology. The parties acknowledge and agree that at all times Provider is the owner or licensor of the Technology, including all software, hardware, servers, equipment and networks Provider uses in the performance of the Services. The Provider retains all rights, title and interest in and to the Technology, including any and all updates, modifications, customizations, translations, derivative works, adaptations and copies thereof, irrespective of the manner of creation or the medium or form in which they may exist.

4.2 License. Provider hereby grants to Client a nonexclusive, nontransferable, revocable, limited license to use and access the Technology solely pursuant to, and in conformity with, these Terms of Service and the applicable Agreement(s). The Technology licensed under these Terms of Service is not “sold” to Client.

4.3 Ownership of Reports. The parties acknowledge and agree that Client is the owner of the Reports (provided that Client does not thereby acquire any right, title or interest in the Services or the Technology, except as expressly set out herein), and Provider has no right to reuse or resell Reports generated by Client through the use of the Services in accordance with these Terms of Services. Notwithstanding the foregoing: (a) Provider retains the right to generate and sell reports that, in part or in whole, have the same content as any of the Reports to third parties based on identical or similar input data, if that input data is provided by the third party; (b) Reports will only be accessible via the Services for as long as Client maintains its subscription with Provider; and (c) Client grants Provider a transferrable, sublicenseable, royalty-free, fully paid-up, worldwide license to copy, use, reproduce, modify, develop, access, collect and store the Reports solely for the purpose of providing the Services.

5. TERMINATION.

5.1 Termination.

(a) In addition to any other termination right set out in these Terms of Service, either party has the right to, and may, terminate the applicable Agreement, along with these Terms of Service applicable thereto, upon notice to the other party:

(i) if the other party commits a material breach of any provision of these Terms of Service or an Agreement and, if capable of being cured, does not cure such breach within ten days after receiving notice from the non-breaching party of such breach; or

(ii) in the event of the liquidation or insolvency of, the appointment of a receiver or similar officer for, or the assignment for the benefit of creditors by the other party, or the filing of a petition in bankruptcy by or against the other party.

(b) Provider may terminate the applicable Agreement, along with these Terms of Service applicable thereto, upon notice to Client in the event that Provider's ability to support or offer the Services or any part thereof is impeded by the actions of one or more third parties.

(c) If Client terminates this Agreement pursuant to Section 5.1(a) or if Provider terminates this Agreement pursuant to Section 5.1(b), Provider will refund to Client a pro-rated portion of Fees paid by Client but not used.

5.2 Consequences of Termination. Upon termination or expiration of these Terms of Service, Client will immediately cease all access to and use of the Services.

6. LIMITATIONS ON LIABILITY AND DISCLAIMERS.

6.1 Disclaimers. PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE REPORTS GENERATED BY THEM WILL BE ERROR FREE, VIRUS FREE OR SECURE. EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS OF SERVICE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, TECHNOLOGY AND REPORTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND CLIENT'S USE OF THE SERVICES AND REPORTS ARE AT ITS SOLE RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE REPORTS WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, OR THAT ANY DEFECTS ARE CORRECTABLE. EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS OF SERVICE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THERE ARE NO WARRANTIES OR CONDITIONS IN RESPECT OF THE SERVICES OR THE REPORTS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PROVIDER, ITS REPRESENTATIVES, AGENTS OR EMPLOYEES, INCLUDING ANY REPORT OR PARTS THEREOF, WILL BE CONSTRUED AS A WARRANTY OR REPRESENTATION. CLIENT IS SOLELY RESPONSIBLE FOR THE SELECTION AND USE OF ANY RESULTS OBTAINED FROM THE SERVICES (INCLUDING ANY REPORTS), AND FOR ENSURING THAT THEIR USE DOES NOT VIOLATE ANY LEGAL OBLIGATIONS (WHETHER IMPOSED BY STATUTE, CONTRACT OR OTHERWISE).

6.2 Limited Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER AND ITS RELATED COMPANIES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS, LOST DATA, LOSS OF COMPUTER TIME, FAILURE TO REALIZE EXPECTED SAVINGS, AND ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, IRRESPECTIVE OF WHETHER PROVIDER HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S TOTAL LIABILITY TO THE OTHER PARTY, INCLUDING ANY LIABILITY FOR INDEMNITY, DEFENSE AND HOLD HARMLESS OBLIGATIONS, WILL EXCEED THE SUM OF ALL FEES PAID BY CLIENT FOR THE SERVICES IN THE IMMEDIATELY

PRECEDING 12 MONTHS. THIS SECTION WILL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND OR CLAIM, INCLUDING BREACH OF CONTRACT (INCLUDING FUNDAMENTAL BREACH), NEGLIGENCE, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY; PROVIDED, HOWEVER, THAT THIS SECTION WILL NOT APPLY TO CLIENT'S OBLIGATION TO PAY FEES OR TAXES UNDER THE APPLICABLE AGREEMENT(S).

6.3 Indemnification.

(a) Subject to Section 6.3(b) below, Provider will indemnify Client from any and all damages or losses suffered by Client, as finally awarded against Client by a court of competent jurisdiction ("**Losses**"), including any reasonable outside attorneys' fees and court costs incurred by Client in respect of the foregoing, that are solely and directly attributable to any claim, proceeding, or suit brought by a third party against Client alleging that Client's receipt of the Services infringes any validly issued patent or copyright ("**Claim**"), provided that: (i) Client gives Provider prompt written notice of such Claim; (ii) Client gives the Provider full and complete control over the defense and settlement of such Claim; (iii) Client provides assistance in connection with the defense and settlement of the Claim as the Provider may reasonably request; and (iv) Client does not settle any Claim without Provider's prior written consent.

(b) Provider will have no obligation under Section 6.3(a) in respect of any Loss or Claim to the extent that such Loss or Claim arises out of or is based upon: (i) receipt of the Services in combination with products or services not provided by Provider if such infringement would not have arisen but for such combination; (ii) any part of the Services that is provided in accordance with any technical designs, requirements, or specifications required by or provided by the Client, if the alleged infringement would not have arisen but for the compliance with such technical designs, requirements, or specifications; (iii) receipt of the Services by Client for purposes not intended by or in violation of these Terms of Service; or (iv) any modification of the Services not made or authorized in writing by Provider where such infringement would not have occurred absent such modification.

(c) Client will indemnify, defend and hold harmless Provider, its present and future officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Services from and against all claims, losses, expenses, damages and costs, including reasonable outside attorneys' fees, resulting from any violation of these Terms of Service or any Agreement. Notwithstanding the foregoing, Client shall not be obligated to indemnify Provider for any act or omission of Provider that constitutes negligence or breach of a duty imposed on Provider by applicable law.

7. **CONFIDENTIAL INFORMATION**

7.1 Definitions. For purposes of this Section 7, "**Confidential Information**" of a party means all information of such party that is disclosed by such party to the other party or obtained by the other party in connection with the applicable Agreement or these Terms of Service and is either marked as "confidential" or "proprietary" or is information that a reasonable person would understand to be confidential or proprietary; provided, however, that a party's Confidential Information does not include: (a) information already known or independently developed by the other party outside the scope of the applicable Agreement or these Terms of Service by personnel not having access to any Confidential Information of such party; (b) information that is publicly available through no wrongful act of the other party, or (c) information received by the other party from a third party who was free to disclose it without confidentiality obligations.

7.2 Covenant. Provider and Client hereby agree that during the Term and at all times thereafter it (the “**Recipient**”) will not: (a) disclose any Confidential Information of the other party (the “**Discloser**”) to any person or entity, except to its own personnel, affiliates or contractors having a “need to know”, and to such other recipients as the Discloser may approve in writing; (b) use Confidential Information of the Discloser except to exercise its rights or perform its obligations under the Agreement(s) or these Terms of Service; or (c) alter or remove from any Confidential Information of the Discloser any proprietary legend. The Recipient will use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event will less than due diligence and reasonable care be exercised. Upon the earlier of: (i) the Discloser’s written request; and (ii) the termination or expiration of the applicable Agreement, regardless of whether a dispute may exist, the Recipient will return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Provider may retain a copy of Client’s Confidential Information for the sole purpose of and to the extent necessary for it to comply with applicable and legal, regulatory, and reasonable internal back-up or archival policies and requirements. Notwithstanding anything in this Section 7, the Recipient may disclose the Discloser’s Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under the applicable Agreement or these Terms of Service or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and reasonably cooperates with the Discloser to seek an appropriate protective order if required by the Discloser.

(b) Injunctive Relief. Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief will be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

7.3 Non-Solicitation. During the Term and for a period of two years thereafter, Client agrees that it will not, without the prior written consent of Provider, solicit or cause to be solicited the employment of any person who is employed by Provider. The foregoing will not prohibit Client from: (i) engaging in any solicitation directed at the public in general; (ii) engaging in other general solicitations of employment not specifically directed toward the employees of Provider; (iii) soliciting any person who is referred to Client by search firms, employment agencies or other similar entities, provided that such entities have not been specifically instructed to solicit such person; or (iv) soliciting any person after such person’s employment with Provider has ended.

8. GENERAL.

8.1 Modification and Waiver. These Terms of Service may not be modified unless agreed to in writing by both Client and Provider. Any consent to or waiver of a breach by a party, whether express or implied, will not constitute a consent to or waiver of or excuse for any other different or subsequent breach unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Except as otherwise provided herein, no term or provision hereof will be deemed waived and no breach excused.

8.2 Interpretation. The division of these Terms of Service into Articles and Sections, and the insertion of headings, are for convenience of reference only and will not affect the construction or interpretation of these Terms of Service. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. Where the words “including”, “include” or “includes” are used in these Terms of Service, they mean

“including (or include or includes, as applicable) without limitation”. The language used in these Terms of Service is the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. All references to money amounts are to the lawful currency of the United States of America, unless otherwise specified.

8.3 No Assignment. Client may not assign these Terms of Service or any of Client’s rights or obligations hereunder, in whole or in part, without the prior written consent of Provider. Provider may assign these Terms of Service or any of Provider’s rights or obligations hereunder, in whole or in part, without Client’s consent. Any purported assignment in violation of this Section 8.3 shall be null and void.

8.4 Governing Law. These Terms of Service will be governed by and construed in accordance with the internal law of the State of New York and the federal laws of the United States of America applicable hereto without reference to conflict of laws provisions. The parties hereby irrevocably attorn to the exclusive jurisdiction and venue of the state and federal courts sitting in the County of New York, State of New York over any dispute arising hereunder. The parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods, as amended, replaced or reenacted from time to time.

PROVIDER AND CLIENT AGREE THAT, UNLESS PROHIBITED BY LAW, ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE ARISING HEREUNDER WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND THAT CLIENT WILL NOT SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY-GENERAL ACTION, OR IN ANY PROCEEDING IN WHICH CLIENT ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. CLIENT FURTHER AGREES THAT, UNLESS PROHIBITED BY LAW, NO PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF PROVIDER AND ALL PARTIES TO ANY SUCH PROCEEDING. FURTHER, CLIENT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.

The parties have required that these Terms of Service, any applicable Agreement and all documents relating thereto be drawn-up in English. C’est la volonté expresse des parties que la présente convention ainsi que les documents qui s’y rattachent soient rédigés en anglais.

8.5 Severability. If any part of these Terms of Service is held to be unenforceable or invalid, it will be severed from the rest of these Terms of Service, which, along with each applicable Agreement, will continue in full force and effect.

8.6 Force Majeure. Provider will have no obligation to provide Services, and will not be liable to Client, to the extent and for the period that Provider is prevented from doing so by reason of any cause beyond its reasonable control, including, without limitation, the inability to use or the failure of any third-party telecommunications carrier, the unavailability of any other third-party supplied products or services, the complete or partial unavailability of data from third parties for any reason, or for network, systems, or infrastructure outages or latencies.

8.7 Entire Agreement. These Terms of Service and any schedules or other documents referred to herein together with all applicable Agreements, constitute the entire agreement between the parties relating to the Services and supersede all prior and contemporaneous written and oral agreements, representations and other communications between the parties, and will inure to the benefit of and be binding upon each of Client and Provider and their respective successors and permitted assigns.

8.9 Survival. Sections 2.3, 3.2, 4.1 and 5.2, Articles 6, 7 and 8, and Client's obligation to pay any amounts or fees due and payable hereunder will survive the termination or expiry of these Terms of Service.

8.10 Notice. Any notice, consent or approval required or permitted to be given in connection with these Terms of Service (in this Section referred to as a "**Notice**") will be in writing and will be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery) or transmitted to the applicable contact person and address identified in the applicable Agreement. Any Notice delivered or transmitted to a party as provided above will be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a business day then the Notice will be deemed to have been given and received on the next business day.