

DIGITAL SERVICES AGREEMENT

This Digital Services Agreement governs the terms of all advertising on websites operated by Southern Glazer's Wine and Spirits, LLC or one of its affiliates (collectively, "SGWS"). This Agreement also applies to any third-party website, platform, or app where SGWS acts as a reseller of advertising or data services or upon which SGWS traffics Ads or obtains other digital services on behalf of Advertiser pursuant to a signed Insertion Order or Authorization to Buy.

By signing an Insertion Order or Authorization to Buy, the Advertiser is agreeing to be bound by the terms of this Agreement (including any third-party terms incorporated in this Agreement). You should review all aspects of this Agreement carefully.

THE SERVICES ARE AVAILABLE ONLY TO INDIVIDUALS AGED 21 YEARS OF AGE OR OLDER. SITE OPERATORS DO NOT ENCOURAGE, SOLICIT, OR PERMIT VISITORS TO THE SITES WHO ARE UNDER THE AGE OF 21.

THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. Definitions.

- a. **"Ad"** means any advertisement submitted by you in connection with an Insertion Order or Authorization to Buy.
- b. **"Ad Analytics"** means the data and information regarding the traffic, link, Ad placement, and other activity related to the Ad Services on the Sites.
- c. **"Ad Content"** means the advertising materials and feed data you provide to Site Operators in connection with an Ad.
- d. **"Ad Services"** means the services provided by the Site Operator for the Site where an Ad appears.
- e. **"Advertiser"**, **"Customer"**, or **"You"** means the person or entity who signs an Insertion Order or ATB for Services and is thereby bound by the Agreement.
- f. **"Agreement"** means this Digital Services Agreement, any Insertion Order, any Authorization to Buy, and also expressly incorporates by reference the terms of use, terms of service, and policies of the Sites, which are available for review on the Sites. Additionally, the term "Agreement" specifically includes any agreement between SGWS and any third-party Site which governs SGWS and/or Advertiser's conduct in using or otherwise interacting with such Site. Ads may be served using a third party server, whose terms of service may be found at <https://www.google.com/doubleclick/publishers/small-business/terms/>, and whose terms are also incorporated into this Agreement by reference.
- g. **"Authorization to Buy"** or **"ATB"** means a written or electronic order you place with

SGWS authorizing SGWS to buy or otherwise activate Ads, obtain certain digital services (e.g. data analytics) or access on Your behalf on the Sites operated by third-party Site Operators. This also includes any services which you buy from SGWS with SGWS acting as a reseller of Services on behalf of a third-party Site Operator.

- h. **“Digital Space”** means the digital space on the Sites that are made available for Ads.
- i. **“Insertion Order”** or **“IO”** means a written or electronic order (i) you place with SGWS for Ads to appear on Sites owned or controlled by SGWS or (ii) SGWS places on your behalf for Ads to appear on Sites.
- j. **“Services”** means the services provided by the Site Operator for or on the Site and, includes, but is not limited to the Ad Services.
- k. **“Site Operator”** means the person or entity that operates the Sites, whether SGWS or another party.
- l. **“Sites”** means websites, mobile apps, social media pages, digital tools, and other content properties on which (i) Ads appear pursuant to an Insertion Order and/or (ii) digital services (e.g. data analytics) are provided to the Customer.

2. **Term and Termination.**

The Agreement shall be effective immediately upon your use of the Services or your execution of an ATB, whichever is earlier, (the “Effective Date”) and shall continue in full force indefinitely until terminated pursuant to this Agreement, the ATB, or the Insertion Order. SGWS or the Site Operator may suspend or terminate your use of the Services with or without cause or notice, including, without limitation, if the Site Operator believes that you have violated or acted inconsistently with the Agreement. In the event the Agreement is terminated, you will continue to be responsible for payment to SGWS for the display of Ads until their display is suspended or terminated, and any unused amounts paid to SGWS will be refunded to you. SGWS shall be entitled to retain the full amount of commissions and other revenues to which SGWS would have been entitled had such IO or ATB been completed; and (ii) Customer shall indemnify and hold harmless SGWS from any and all losses incurred by SGWS as a result of the suspension or termination of any previously authorized Services.

3. **Fees and Expenses.**

In consideration for the provision of Services set forth on any ATB or IO, Customer shall pay the fees for such Services as set forth in the applicable IO or ATB. Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder. Customer shall pay all invoiced amounts for fees and expenses due to SGWS upon execution of the IO or ATB. All payments hereunder shall be in US dollars made by check, ACH, or wire transfer. All late payments shall bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly, from the date such payment was due until the date paid. Customer shall also reimburse

SGWS for all reasonable costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. In addition to all other remedies available under this Agreement or at law. SGWS shall be entitled to suspend the provision of any Services if the Customer fails to pay any amounts when due hereunder. No refunds will be provided by SGWS unless expressly specified under this Agreement.

SGWS will place and purchase any of Advertiser's media purchases for Ad Services with third-party Site Operators as an agent for a disclosed principal, and Customer agrees to execute such documentation to evidence such relationship for the benefit of any third-party Site Operator. SGWS will use commercially reasonable efforts to purchase such media under the principle of sequential liability, where SGWS will be held solely liable for payments to the media companies and other suppliers solely to the extent SGWS has been paid by Customer for such purchases, and SGWS will have the right to confirm with third-party Site Operators that they expressly agree to payment on such terms and will use commercially reasonable efforts to ensure that there is no joint and several liability between Customer and SGWS for payments to third-party Site Operator.

4. Access and Use of Services.

From time to time, and pursuant to an executed IO or ATB, SGWS may provide or make arrangements for the placement of Ads on Sites or to provide other Services. Oral agreements for Services are void and will not be considered by SGWS. You must provide accurate information in your IO or ATB and provide SGWS with Ad Content in the format required by the Sites and Site Operator.

Except as otherwise specified in an IO or ATB, the positioning of all Ads shall be the sole and exclusive prerogative of the Site Operator. Advertiser shall not object to the placement of Ads based on the nature of any content, including other advertisements, that is made available on the Digital Space. Advertiser shall not require the exclusion or repositioning of, or amendment of, any advertisement, product or service advertised by a third party on the Digital Space. SGWS shall have no obligation to advise Advertiser of the existence or placement of any advertisement, or product or service of a third party on the Digital Space, other than as set forth in an IO.

Ads are served, at SGWS's sole discretion, on a package basis, a CPM basis, or other basis. SGWS may charge a flat rate, where Ads are served on a package basis, or charge on a CPM basis. SGWS will share or disclose to Advertiser the Ad Analytics reasonably available to SGWS. If provided, SGWS does not guarantee or warrant the Ad Analytics or the accuracy thereof. You acknowledge that third parties may cause invalid impressions on your Ads. If, during an invoice period, there is a discrepancy of 20% or more between SGWS's impression count and Advertiser's impression count through its own tracking technology, then Advertiser will notify its SGWS account representative via email which must include details surrounding the discrepancy. SGWS will investigate the discrepancy. Advertiser agrees to facilitate the investigation by providing access rights to any information or data deemed relevant by SGWS acting reasonably.

For Sites owned and controlled by SGWS, if the discrepancy is not resolved, then your sole remedy is to make a claim to SGWS by providing email notification to Advertiser's SGWS account representative within 60 days of the disputed invoice. SGWS may issue impression

credits for any unresolved discrepancy. You may pause or terminate a campaign or particular Ad at any time before SGWS places the Ad on a Site by providing notice to SGWS. The Site Operator will remove the relevant Ad(s) promptly after receiving notice from SGWS. In any event, Advertiser will remain responsible for the impressions incurred up until the Ad(s) are removed.

For Sites owned or controlled by third-party Site Operators, the parties will work in good faith to resolve any such discrepancy subject to the terms of the Agreement.

5. Accounts, Usernames, and Passwords.

Use of the Services may require that you select a username and password and provide certain account information. You must provide accurate account information. You hereby authorize the Site Operators to send you emails, text messages, and other communications regarding the Site Operators, the Ad Services, and the Sites. If you are accessing the Services as part of or otherwise within the scope of your employment, you represent and warrant that you are authorized to accept and agree to this Agreement on behalf of yourself and your employer.

You are solely responsible for maintaining the confidentiality of your username and password. You may not authorize others to use your account, and you may not share, assign or otherwise transfer your account or login information to any other person or entity. You are responsible for any and all activities that are conducted through your account and for any and all users to which you give access to the Site or Services. SGWS shall be entitled to assume that a user presenting your username and password is, in fact, you. You agree to notify SGWS immediately of any unauthorized use of your account. SGWS shall have the right at any time to change, modify or amend your username and password.

6. Prohibited Uses.

You may use the Sites and Services only for lawful purposes and in accordance with this Agreement. You agree not to use the Services or Sites:

- a. In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries or any laws regarding the sale or distribution of alcohol beverages).
- b. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise or for the purpose of selling or promoting the sale of alcohol beverages to persons under the age of 21 years.
- c. To send, receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in this Agreement.
- d. To transmit, or procure the sending of, any advertising or promotional material without the Site Operator's prior written consent, including any "junk mail," "chain letter,"

“spam,” or any other similar solicitation.

- e. To impersonate or attempt to impersonate the Site Operator, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- f. To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Sites, or which, as determined by the Site Operator in its sole discretion, may harm the Site Operator or expose them to liability.
- g. In any manner that could disable, overburden, damage, or impair the Services or Sites or interfere with any other party’s use of the Services or Sites, including their ability to engage in real time activities through the Services or Sites.
- h. To use a robot, spider, or other automatic device, process, or means to access the Services or Sites for any purpose, including monitoring or copying any of the material on the Ad Services or Sites.
- i. To introduce any viruses, Trojan horses, worms, logic bombs, malware, spyware, backdoor, time bomb, drop dead device, ransomware or other material, devices, or routines that is malicious or technologically harmful.
- j. To reverse engineer or attempt to derive the source code from or create derivative works of the Services.
- k. To sublicense, distribute or pledge the Services.
- l. To access, use, or copy any portion of the Services to develop or support any product or service that is competitive with Services.
- m. To remove any identification, patent, trademark, copyright, or other notice from the Services, or use any name, mark, or designation of SGWS, or any Site Operator(s) or licensors or their respective products or services, unless expressly permitted herein or by SGWS in writing.
- n. To use the Services in connection with any activity for which may result in tangible or intangible property damage, or death or serious body injury.
- o. To attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Ad Services or Sites, the server on which the Ad Services or Sites are stored, or any server, computer, or database connected to the Ad Services or Sites.
- p. In any way that is defamatory or trade libelous.
- q. In any way that may be pornographic or obscene.

- r. To attack the Services or Sites via a denial-of-service attack or a distributed denial-of-service attack.
- s. To otherwise attempt to interfere with the proper working of the Services or Sites.
- t. In any way which violates the Agreement.

Customer expressly agrees not to send any personal data to SGWS or any Site Operator (beyond what is necessary to create any user accounts) or otherwise require any processing of any personal data by SGWS or any Site Operator. To the extent that any party provides personal data or other protected data (beyond what is necessary to create any user accounts) to the other party, then the parties agree to execute a data processing addendum prior to the disclosure or processing of any such personal data or other protected data.

7. Intellectual Property Rights.

Title and all intellectual property rights in and to the Site and the content (except for the Ad Content) on the Site(s) including any and all derivatives, changes and improvements thereof, shall remain the sole and exclusive property of applicable Site Operator. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to Customer or any third party any intellectual property rights or other right, title or interest in or to the Site(s).

Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Ad Materials, including all intellectual property rights therein. Provided, that, SGWS and any Site Operator shall have a perpetual, irrevocable, worldwide license to use the Ad Content to perform the Services.

Notwithstanding anything to the contrary in this Agreement, the Site Operator may monitor Customer's use of the Site and collect and compile Aggregated Statistics (defined below). As between the Site Operator and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by the Site Operator. Customer agrees that the Site Operator may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information. For purposes of this Agreement, "Aggregated Statistics" means data and information related to Customer's use of the Site that is used by the Site Operator in an aggregate and anonymized manner, including campaign performance data (e.g., CPC, CTR, Attribution) to compile statistical and performance information related to the provision and operation of the Site.

Notwithstanding anything to the contrary, if Customer or any of its employees or contractors provide the Site Operator with any ideas, suggestion(s), enhancement requests, feedback and/or recommendation(s) regarding the Site, including without limitation, new and/or improved features or functionality relating thereto ("Feedback"), the Site Operator is free to use and disclose such Feedback without any obligation to Customer or such employees or contractors

and to incorporate into any existing or future products or features.

8. Ad Content Standards.

- a. You represent, warrant and agree that you are the exclusive owner of Ad Content and/or you have all rights, licenses, consents and releases necessary for the Ad Content, including the right to grant all of the rights and licenses in this Agreement without the Site Operator incurring any third party obligations or liability. You further represent, warrant, and agree that your Ad Content does not infringe, misappropriate or violate a third party's intellectual property rights, a third party's rights of publicity or privacy, or any other law.
- b. You authorize the Site Operators to (a) reproduce, publicly perform, publicly display, and transmit the Ad Content on the Sites, (b) to format, modify, and create derivative works of, the Ad Content for placement purposes on Sites, and (c) to track and analyze Ad Content in order to provide, improve and expand Ad Services.
- c. The Site Operator reserves the right to insert the words "ad", "advertisement", "sponsored", "sponsored ad", or the like above, below or next to any Ad or otherwise indicate that such Ad is not endorsed or sponsored by the Site Operator or any third party at any time. The Site Operator further reserves the right to insert the words "This is not an official program of SGWS", or other similar notice or disclaimer, above or below any Ad Content at any time.

9. Prohibited Ad Content.

You may not submit Ad Content that is prohibited by this Agreement, which includes, without limitation, Ad Content that:

- a. Promotes or contains material that violates any FTC guidelines or disclosures, or the alcohol industry self-regulatory standards from the Beer Institute, Distilled Spirits Council of the United States, and/or the Wine Institute.
- b. Is misleading, false, or untrue.
- c. Is negative or disparaging about a competitor.
- d. Promotes counterfeit goods.
- e. Promotes or contains material that is illegal, harmful, threatening, abusive, harassing, false, misleading, tortious, defamatory, vulgar, obscene, libelous, sexually explicit, violent, invasive of another's privacy, hateful, discriminatory based on race / sex / religion / nationality / disability / age / sexual orientation, directed toward children under 13 years of age pursuant to the Children's Online Privacy Protection Act (*see also* FTC's Children's Privacy Site at <http://business.ftc.gov/privacy-and-security/childrens-privacy>), or is otherwise objectionable.

- f. Generates invalid or fraudulent impressions, clicks, or other conversions.
- g. Infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party.
- h. Uses intellectual property of a third party in a competitive way. (For example, you use a trademark in Ad Content, but the Ad's landing page offers information or a means to purchase the goods or services of the trademark owner's competitor.)
- i. Contains software viruses or any other malicious technology designed to interrupt, destroy, or limit the functionality of the Ad Services.
- j. Promotes sweepstakes, contests, or gambling.

THE SITE OPERATOR HAS THE RIGHT TO IMMEDIATELY REMOVE ANY AD CONTENT THAT IS PROHIBITED BY THIS AGREEMENT OR WHICH WOULD OTHERWISE CAUSE ANY HARM TO THE SITE OPERATOR AT THE SOLE DISCRETION OF THE SITE OPERATOR.

10. **Confidentiality.**

You agree not to disclose Confidential Information without SGWS's prior written consent. "Confidential Information" includes without limitation: (a) analytics and/or other statistics relating to performance of the Services and/or the business of SGWS or the Site Operator(s), including without limitation forecasting, impressions or click-through rates; (b) all SGWS or Site Operator(s) APIs, source code, software, documentation, research, products, plans, services, developments and/or beta features pertaining to Services; (c) customers, customer lists, markets, and/or advertiser information; (d) personal identifying information; (e) inventions, processes, formulas, technology, designs, drawings, engineering and/or configuration information; (f) performance, analytics, marketing, financial, and/or other business information; (g) any other information designated in writing by SGWS as "Confidential" or an equivalent designation; and (h) any information which might otherwise be reasonably considered to be confidential. You agree that you will protect Confidential Information from unauthorized use, access, and/or disclosure with a reasonable degree of care. Ad Analytics are the Confidential Information of SGWS, and SGWS shall have the right to provide aggregated and/or anonymized Ad Analytics to third parties.

11. **Other Terms and Conditions.**

- a. Independent Contractors. SGWS and Advertiser are independent contractors and nothing in this Agreement will create a partnership, joint venture, principal-agent, or employee-employer relationship between the parties. Neither party has the right, or authority, to create any obligation or responsibility, express or implied, on behalf of or in the name of the other, or to bind the other party in any manner.
- b. Notices. Notices will be sent to the parties at the addresses contained in this Agreement

and, for: (i) Advertiser, at the address indicated on the Insertion Order; and (ii) SGWS, at Southern Glazer's Wine and Spirits, LLC, 14911 Quorum Drive, Suite 150, Dallas, Texas 75254, attention: General Counsel. Any notice under this Agreement will be considered given: (a) upon receipt if by personal delivery; (b) upon receipt if sent by certified or registered US Mail (return receipt requested); or (c) one day after it is sent if by next day delivery by a major commercial delivery service.

- c. Assignment. Neither party may assign this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior, written consent of the other party, not to be unreasonably withheld. Notwithstanding the foregoing sentence, either party may assign this Agreement, without the other party's consent, to its parent SGWS or to any purchaser of all or substantially all of that party's assets, or to any successor by way of merger, consolidation or similar transaction. A contract entered into between a party and a subcontractor to subcontract some or all of that party's obligations under this Agreement does not constitute an assignment.
- d. Force Majeure. Neither party will be liable to the other party for any delay or failure to perform any obligation under this Agreement if the delay or failure is due to unforeseen events that occur after the signing of this Agreement and are beyond the reasonable control of the parties (such as strikes, blockade, war, terrorism, riots, pandemic, natural disasters, internet interruption or outage).
- e. Severability. If any term, condition, or covenant in this Agreement is held to be invalid, it will not affect the validity and enforceability of any other term, condition, or covenant, which will remain in full force and effect.
- f. Headings. Article, section, and paragraph headings used in this Agreement are for reference purposes only and not for use in construing or interpreting this Agreement. References in this Agreement to codes, regulations, rulings, statutes, or laws include all amendments, modifications, or replacements of them.
- g. No Waiver. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the waiving party.
- h. Entire Agreement. This Agreement, including all attachments, constitutes the entire understanding of the parties with respect to the Services, and supersedes all prior agreements, representations, and communications, whether written or oral, regarding the subject matter of this Digital Services Agreement. In the event of a conflict between this Digital Services Agreement, and any of the terms of service or policies incorporated by reference herein, then this Digital Services Agreement will prevail.
- i. Amendment or Modification. SGWS, at its sole discretion, reserves the right to modify the terms and conditions of this Digital Services Agreement at any time and without advance notice, by posting such updated terms on its website. In the event of such update, the updated Digital Services Agreement shall be deemed to govern as of the date that it

was posted upon SGWS's website. Should Customer not agree to be bound by any such updated terms, then Customer's sole remedy shall be to discontinue its use of the Services.

- j. No Exclusivity. Nothing in this Agreement will prevent either party from entering into similar agreements with third parties.
- k. Customer Trademark and Brand Usage. During the term of this Agreement, SGWS may include Customer's name and logo on a list of customers of the SGWS Services, and Customer agrees to the use of its name and logo in marketing materials.

12. **Warranties and Disclaimers.**

USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK. THE SERVICES AND SITES ARE PROVIDED ON AN "AS IS", "WHERE IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT ALLOWED BY LAW, SITE OPERATORS AND THEIR OFFICERS, AGENTS, EMPLOYEES, AFFILIATES, SUCCESSORS AND ASSIGNS (THE "SGWS PARTIES"): (a) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE.

SGWS PARTIES ASSUME NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR ALTERATION OF, OR UNAUTHORIZED ACCESS TO, THE SERVICES OR ANY USER COMMUNICATIONS.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM THE SGWS PARTIES, ANY SITE OPERATOR, OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. CUSTOMER IS NOT RELYING ON ANY REPRESENTATIONS OR STATEMENTS BY SGWS OR ANY SGWS PARTIES IN ENTERING INTO THIS AGREEMENT OTHER THAN AS MADE IN THIS DIGITAL SERVICES AGREEMENT.

13. **Limitation of Liability.**

THE SGWS PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR EXEMPLARY DAMAGES (INCLUDING ANY BUSINESS INTERRUPTION, LOSS OF ADVERTISING

FEES, PROFITS, GOODWILL, USE, OR DATA, OR OTHER INTANGIBLE LOSSES, AND THE LIKE) RELATING TO OR ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. THE FOREGOING PROVISION MAY HAVE THE EFFECT OF LIMITING THE LIABILITY OF THE SGWS PARTIES FOR THEIR OWN NEGLIGENCE, INCLUDING THEIR OWN GROSS NEGLIGENCE.

IF YOU ARE DISSATISFIED WITH THE SERVICES, OR ANY OF THE INFORMATION CONTAINED THEREON, OR REFUSE TO ABIDE BY THE AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR USE.

NOTWITHSTANDING THE FOREGOING, TO THE EXTENT PERMITTED BY LAW, THE SGWS PARTIES' AGGREGATE LIABILITY RELATING TO OR ARISING IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, AND THE MATERIALS RELATING TO THE SERVICES WILL NOT EXCEED THE TOTAL DIGITAL SERVICES FEES PAID BY CUSTOMER UNDER THIS AGREEMENT IN THE THIRTY (30) DAYS BEFORE THE DATE OF THE COMPLAINED-OF ACTIVITY FIRST GIVING RISE TO THE CLAIM.

14. Indemnification.

CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD COMPLETELY HARMLESS THE SGWS PARTIES AND ANY SITE OPERATORS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, DEFICIENCIES, ACTIONS, CAUSES OF ACTION, COSTS, ATTORNEYS' FEES, EXPENSES, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, EXPENSES AND ANY OTHER LIABILITY OF WHATEVER KIND (INCLUDING ATTORNEYS' FEES), WHETHER GROUNDED IN CONTRACT, TORT, STATUTE, LAW OR EQUITY ("CLAIMS") ARISING FROM OR RELATED TO (a) AD CONTENT OR ALLEGED INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY THE AD CONTENT; (b) ANY BREACH OF YOUR REPRESENTATIONS, WARRANTIES OR OBLIGATIONS SET FORTH IN THIS AGREEMENT; AND (c) ANY ACTS OR OMISSIONS OF CUSTOMER. CUSTOMER WILL USE COUNSEL REASONABLY SATISFACTORY TO SGWS TO DEFEND EACH CLAIM. IF SGWS REASONABLY DETERMINES THAT CUSTOMER'S DEFENSE OR INDEMNIFICATION IS NOT ABLE TO ADEQUATELY PROTECT SGWS FROM ADVERSE ECONOMIC CONSEQUENCES, SGWS MAY TAKE CONTROL OF THE DEFENSE AT CUSTOMER'S EXPENSE (AND WITHOUT LIMITING CUSTOMER'S INDEMNIFICATION OBLIGATIONS).

15. Governing Law.

All matters relating to this Agreement or the Services, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction). You further agree not to join in any lawsuit with another person or serve

as a class representative of any class action lawsuit against SGWS.

16. Dispute Resolution and Binding Arbitration.

YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND A SITE OPERATOR ARISING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT OR THE SERVICES, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING CONFIDENTIAL ARBITRATION.

The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this Section 12. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section. The arbitration will be administered as between U.S. citizens

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable, or otherwise invalid. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. The arbitral tribunal may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

YOU AGREE TO AN ARBITRATION ON AN INDIVIDUAL BASIS. IN ANY DISPUTE, NEITHER YOU NOR SGWS WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER ADVERTISERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.