

MASTER SERVICES AGREEMENT

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING FREE SERVICES, COMPANY AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A CORPORATION OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "COMPANY" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

1. Definitions:

- a) "Affiliate" means any entity that is directly or indirectly controlled by or under common ownership or control with a party hereunder.
- b) "COMPANY Materials" means all text, articles, photographs, images, illustrations, artwork, video, audio, creative, and other content; software, designs, plans, source and object code, data and technical information; and all COMPANY Marks; in each case as may be provided by COMPANY for use in connection with the Platform.
- c) "COMPANY Properties" means all Internet and Intranet sites, mobile and WAP sites, software applications, and other virtual, digital or electronic destinations that are branded or co-branded with a COMPANY Mark.
- d) "Intellectual Property Right(s)" means any and all (i) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms and other industrial property rights; (v) all other intellectual and industrial property and proprietary rights (of every kind and nature throughout the universe and however designated), whether arising by operation of law, contract, license or otherwise; and (vi) rights or interest in registrations, applications, renewals, extensions, continuations, divisions or reissues thereof.
- e) "Marks" mean all trademarks, trade names, service marks and other brand identifiers used by a party or provided by one party to the other for use by such other party in connection with this Agreement.
- f) "Order Form" means a written Order Form, Scope of Work, Statement of Work or similar document, to be signed by both parties, that sets forth, without limitation, a detailed description of the Platform and any Services, including (if applicable) a production schedule, specifications and all fees, expenses and payment due dates in connection therewith.
- g) "Platform" means VENDOR's preexisting SendMyAd (SMA), Virtual Publisher (VP), Photo Portal (PP) technology and/or other product, system, platform or service that is branded or co-branded with a VENDOR Mark, and is specifically described in an Order Form, and that the parties agree shall be provided to COMPANY pursuant to such Order Form.

- h) "Services" means, if applicable, any customization, discovery, strategy, design, development, implementation, hosting, consulting, monitoring, administration, maintenance, support, image production services and/or other services that may be performed by VENDOR for COMPANY pursuant to an Order Form.
- i) "VENDOR Materials" means all software, designs, plans, source and object code, data and technical information; and all VENDOR Marks; in each case as incorporated into the Platform or as used by VENDOR in performing the Services.
- j) "User" shall mean each authorized visitor to the Platform (including, but not limited to, COMPANY, COMPANY's agents, advertisers or business partners.
- k) "User Content" means, if applicable, all text, articles, photographs, images, illustrations, artwork, video, audio, creative designs, information and other content posted on, uploaded to, or otherwise made available through the Platform by a User, including any such content uploaded manually or bookmarked by such User.
- l) "User Data" means, if applicable, the name, address, zip code, e-mail address, telephone number(s), payment information, and other personally identifiable information collected from Users, and all usage statistics, traffic patterns, and other non-personally identifiable aggregate data collected in connection with Users.

2. Scope of Agreement:

- a) From time to time during the term of this Agreement, COMPANY may request that VENDOR provide access to its Platform, and/or perform Services, in which case VENDOR will prepare an Order Form. Upon signature of an Order Form by both parties, all of its terms shall be incorporated into this Agreement, and each party hereby agrees to fulfill its obligations set forth therein. To the extent that the terms of this Agreement conflict with any of the terms of the Order Form, the terms of the Agreement shall control and prevail except to the extent the Order Form explicitly states that it intends to modify the conflicting terms, in which case the Order Form supersedes the Agreement.
- b) The parties agree that any COMPANY Affiliate may, initially or over time, execute an Order Form directly with VENDOR. A COMPANY Affiliate may also execute an Order Form covering a COMPANY Property of which another entity is the named publisher if the COMPANY Affiliate provides the content for the COMPANY Property to such other entity in accordance with a copyright cooperation agreement. Upon execution of an Order Form between a COMPANY Affiliate and VENDOR, the references in this Agreement to "COMPANY" shall be deemed to apply to COMPANY Affiliate, except where the context dictates otherwise (as in the following sentences). Such COMPANY Affiliate shall make all payments directly to VENDOR and VENDOR shall accept payments directly from such COMPANY Affiliate. In the event of any alleged breach of any obligation to VENDOR assumed by any COMPANY Affiliate: (a) VENDOR's sole and exclusive remedy and redress shall be solely against such COMPANY Affiliate and not against COMPANY or any other COMPANY Affiliate; and (b) VENDOR shall at all times continue to fulfill its obligations to COMPANY and/or such other COMPANY Affiliate(s) in accordance with the terms of this Agreement.
- c) If VENDOR uses the services of any subcontractors, VENDORS, service providers, agents, representatives or other third parties in fulfilling its obligations under this Agreement (collectively, "Third Parties"), VENDOR will be responsible for the acts and/or omissions of such Third Parties, including breaches or alleged breaches of this Agreement, as if such Third Parties

were employees of VENDOR.

3. Payments:

- a) In full consideration for VENDOR's performance hereunder, VENDOR shall invoice COMPANY for the fees set forth in the Order Form, in accordance with the payment schedule therein.
- b) COMPANY shall have thirty (30) days from its receipt of any invoice to pay fees.

4. License and Ownership:

- a) Subject to the terms and conditions of this Agreement, VENDOR hereby grants to COMPANY a worldwide, non-exclusive, and royalty-free right and license to access and use the Platform, and if applicable VENDOR Materials, during the term of the Order Form(s).
- b) Subject to the terms and conditions of this Agreement, COMPANY hereby grants to VENDOR a worldwide, non-exclusive, non-sublicenseable, and royalty-free right and license to use the COMPANY Materials in the form provided by COMPANY, and all User Content and User Data, during the term of this Agreement solely and only to the extent necessary to perform VENDOR's obligations for COMPANY as explicitly set forth in this Agreement.
- c) VENDOR and its suppliers will retain all right, title and interest in and to all Intellectual Property Rights embodied in or associated with the VENDOR Materials and Platform.
- d) COMPANY will retain all right, title and interest in and to all Intellectual Property Rights embodied in or associated with the COMPANY Materials. As between the parties, COMPANY will retain all right, title and interest in and to all User Content and User Data.

5. Term/Termination:

- a) Unless terminated earlier as permitted herein: (i) this Agreement shall commence on the Effective Date and remain in effect until terminated by either party upon at least sixty (60) days prior written notice, provided that if any Order Form remains in effect on the date of any such termination, this Agreement shall remain in effect until the expiration or termination of such Order Form; and (ii) each Order Form shall commence on the start date set forth in such Order Form, and will remain in effect until the end date set forth therein, or completion of VENDOR's responsibilities, whichever is later.
- b) Either party may terminate this Agreement or any Order Form in writing if the other party breaches any material term and fails to cure such breach within thirty (30) days of receipt of written notice that specifies such breach in reasonable detail.
- c) Either party may terminate this Agreement or any Order Form in writing in the event that a petition under Chapter 7 of the bankruptcy code or similar proceedings is instituted against the other party and such petition is not withdrawn or dismissed within sixty (60) days.
- d) Sections 1, 2 (b)-(c), 4 (c)-(d), 5(d), and 12-19 will survive any termination or expiration of this Agreement.

6. Maintenance/Hosting: VENDOR shall provide correction of all software errors, technical failures or incompatibilities associated with the Platform, and assist COMPANY in resolving such problems, at no cost to COMPANY, pursuant to the Service Level Agreement attached hereto as Exhibit A, throughout the term of the Order

Form. To the extent hosting is a part of any Order Form, VENDOR shall provide to COMPANY: (a) storage space on, and access to, server(s) and related materials, facilities and services, in order to host the Platform, and to otherwise make all functionality of the Platform accessible on demand by Users, twenty-four hours per day, seven (7) days per week, with the exception of Force Majeure Events (as defined in Section 9 below) and scheduled maintenance periods, which shall take place during periods of low usage; (b) be solely responsible for determining, creating and/or providing the appropriate server environment to host the Platform, and for resolving any compatibility issues associated with such server environment.

7. Security: VENDOR shall implement commercially reasonable security measures to secure the Platform, including firewalls and, if applicable, encryption of all personally identifiable User Data, and shall take all other necessary measures to prevent unauthorized access, use, reproduction or disclosure of User Data. To the extent VENDOR comes into contact with User Data or User Content: (a) VENDOR shall adhere to all privacy and data security best industry practices, and all applicable laws, rules and regulations in gathering, processing, storing and transmitting all User Data, including (if applicable) the Payment Card Industry Data Security Standard; and (b) the parties agree that COMPANY's privacy policy and user agreement provided to VENDOR or posted on the applicable COMPANY Properties shall govern all User Content and User Data. In addition, VENDOR shall maintain back-up procedures and facilities covering equipment, operating systems, telecommunications services which will facilitate continued operation of the Platform, including daily updated back-up copies of all current content and data on the Platform. In the event VENDOR has reason to believe that there has been an unauthorized acquisition, destruction, modification, use, or disclosure of, or access to, User Data ("Breach"), VENDOR shall: (i) immediately notify Client in writing (and in any event within twenty-four (24) hours); (ii) immediately investigate the Breach, take all commercially reasonable steps to eliminate or contain the exposures that led to such Breach; (iii) keep Client advised of the status of such Breach and all matters related thereto; and (iv) provide reasonable assistance and cooperation to Client in the furtherance of any correction, remediation, or investigation of any such Breach, including any notification that Client may be required under applicable laws and regulations to send to individuals impacted or potentially impacted by the Breach, and/or the provision of any credit reporting service that Client reasonably believes is advisable to provide to such individuals. Unless required by applicable laws or regulations, VENDOR shall not notify any individual or any third party of any potential Breach involving User Data without first consulting with, and obtaining the permission of Client.

8. Governing Law and Venue: This agreement and the rights and obligations of the parties under this Agreement shall be governed by and construed and interpreted in accordance with the law of the state of Louisiana without regard to its law principles. Each Party irrevocably (a) agrees that any action or proceeding arising from or relating to this agreement may be brought only in a state court in Louisiana or a federal court in Eastern District of Louisiana - US District Court, (b) consents, for itself and in respect of its property, to the jurisdiction of each such court in any such action or proceeding, (c) waives any objections to proceeding in such a venue, including that the forum is inconvenient. EACH PARTY AGREES TO WAIVE ANY RIGHT TO TRIAL BY JURY..

9. Insurance: VENDOR will maintain in effect throughout the term of this Agreement (a) comprehensive commercial general liability insurance, including coverage for bodily injury and property damage, contractually assumed liability and independent contractors in amounts no less than a combined single limit of \$1 million per occurrence and \$2 million in the aggregate annually, (b) statutory workers' compensation coverage and employers liability insurance for a limit of no less than \$1 million. VENDOR will provide a certificate of insurance to COMPANY evidencing the foregoing within ten (10) days of the Effective Date, and said certificate shall name COMPANY as an additional insured. VENDOR shall provide COMPANY with written notice of any material change, reduction, cancellation or non-renewal of the above policies in accordance with the policy provisions.

10. Force Majeure Events: Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control (e.g., acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, governmental act or failure of the Internet) not resulting from the actions or omissions of the party and such failure or delay could not have been prevented by reasonable precautions and cannot reasonably

be circumvented by the party's use of alternate sources, work-around plans or other means (collectively, "Force Majeure Events"), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses all reasonable efforts to promptly correct such failure or delay in performance. Notwithstanding the foregoing, if VENDOR is unable to fulfill critical obligations under this Agreement (e.g., uptime of the Platform) for a continuous period of twenty-four hours; or for three (3) or more hours on three (3) or more occasions during any consecutive thirty (30) day period as a result of a continuing Force Majeure Event, COMPANY may terminate this Agreement or the applicable Order Form without any liability except to pay the fees and expenses incurred by COMPANY and due and owing under the applicable Order Form through the date of termination set forth in COMPANY's written notice of termination. The existence of a Force Majeure Event shall not extend the term of this Agreement or the applicable Order Form, except as mutually agreed by the parties.

11. Publicity: VENDOR agrees that it will not, without the written consent of COMPANY in each instance: (a) use in advertising, publicity or marketing the name of COMPANY, COMPANY's domain names, any Marks, including without limitation any abbreviation or contraction thereof, owned by or referring to the COMPANY; or (b) represent, directly or indirectly, that any product or service offered by VENDOR has been approved by or endorsed by COMPANY.

12. Relationship of the Parties: Each party and its personnel are acting as independent contractors with respect to the other party and will not be treated as or considered an employee of the other party for any purpose, including but not limited to the other party's employee benefits, unemployment taxes, Federal tax purposes, the Federal Insurance Contribution Act, or income tax withholding at the source. Nothing herein shall create, expressly or impliedly, a partnership, joint venture, agency, or other association between the parties. Each party understands and agrees that its personnel are not entitled to benefits under any employee benefit plan of the other party, even if (a) any court or other tribunal or government agency adjudicates or otherwise finds that any such personnel is a common law employee of the other party or (b) such personnel is/are deemed to be a common law employee of the other party for any other purpose. Each party represents that (i) it is in full compliance with the immigration laws of the United States and will maintain such compliance while this Agreement remains in effect; and (ii) it is authorized to engage in business and/or provide the Services in the United States. Each party is responsible for compliance with all applicable laws and governmental regulations as concerns anyone it uses to perform its obligations under this Agreement. Each party specifically acknowledges and agrees that the other party has no actual, implied or apparent authority to act as an agent or employee of such party; to enter into any contractual commitments on behalf of such party; or to incur any obligations, debt or liability for such party. Notwithstanding anything to the contrary, each party's obligation to indemnify the other party pursuant to this Agreement includes Claims in connection with any acts or omissions of such party that are not consistent with the terms of this paragraph, including any claim or liability for taxes, penalties and/or interest that may be assessed against the other party by reason of such party and/or anyone such party uses to perform its obligations under this Agreement being deemed an employee of the other party.

13. Confidentiality:

- a) In fulfilling its obligations under this Agreement, either party may disclose or deliver to the other party, in writing, orally, or by tangible objects (e.g., product samples), confidential and/or proprietary information concerning its business or activities and/or the business or activities of its parent, affiliates, subsidiaries, investments, clients, customers, employees, and/or third parties (a party, when disclosing such information, being "Disclosing Party", and when receiving such information, being "Recipient"), which may include (but is not limited to) information and/or documents relating to Disclosing Party's business plans, publications, processes, finances, editorial matters, intellectual property, personnel, product development, customers, pricing, or technology, whether disclosed before or after the date of this Agreement, and including any analyses, notes, studies, or other documents prepared by Recipient or its Representatives (as defined below) that contain or reveal such information (collectively, "Confidential Information"). Information disclosed by a party will be treated as

Confidential Information only if and to the extent (i) it is marked in writing clearly and conspicuously as "confidential", or (ii) it is identified in writing by Disclosing Party as "confidential" before, during or within ten (10) days after the presentation or communication, or (iii) by its nature it should have reasonably been known to Recipient to be confidential. Without limiting the generality of the foregoing, the terms and conditions of this Agreement (but not the existence thereof) shall constitute the Confidential Information of both parties, and User Data shall constitute the Confidential Information of COMPANY.

- b) Recipient agrees that it will use all Confidential Information solely to fulfill its obligations under this Agreement, and for no other purpose, and that it will hold all Confidential Information in confidence, taking at least such measures that it takes to protect its own confidential information of similar nature (but in no event less than a commercially reasonable standard of care), and higher measures if appropriate or required hereby. To that end, Recipient will keep all Confidential Information in a secure place; take commercially reasonable measures to prevent unauthorized access, use, reproduction or disclosure thereof; and limit access to the Confidential Information only to those Representatives necessary (i) in order for Recipient to carry out Recipient's obligations under this Agreement or (ii) to provide related services (e.g., an audit). Recipient will not alter or remove any confidentiality or proprietary rights marking on any document or object provided by Disclosing Party. In addition, Recipient will not disclose or otherwise reveal the Confidential Information, or any portion, summary or description thereof, to any third party whatsoever (except to Representatives as permitted herein). Recipient will notify Disclosing Party immediately in the event it becomes aware that any of the Confidential Information is lost, stolen or inadvertently disclosed to others.
- c) "Representatives" shall mean directors, officers, managers, affiliates, employees, independent contractors, agents, and/or advisors (including attorneys, accountants, financial advisors, and consultants). Recipient represents that any of its Representatives who are provided Disclosing Party's Confidential Information by Recipient will be bound by confidentiality obligations at least as protective of the Confidential Information as those contained herein. Any act or omission by any such person that is contrary to the terms and conditions of this Agreement will also be considered a breach hereof by Recipient.
- d) At any time upon request by Disclosing Party, Recipient will return to Disclosing Party or destroy (and, upon Disclosing Party's request, certify in writing to Disclosing Party such destruction) (which action to take being at the election of the Recipient) all originals and copies of all documents containing Confidential Information provided to it by Disclosing Party, and will not retain any copies of such documents or information except such copies as may be automatically retained by computer systems' caching and copies retained for specific legal purposes.
- e) Confidential Information will not include any information that (i) is or subsequently becomes publicly available or generally known in the relevant industry without Recipient's breach of any obligation owed to Disclosing Party; (ii) was known to Recipient or its Representatives prior to disclosure of such information by Disclosing Party; (iii) is received from a third party who is not known by Recipient to be subject to an obligation of confidentiality to Disclosing Party with respect to such information; (iv) can be shown by documentation to have been independently developed by the Recipient without use of any Confidential Information; or (v) is obtained in newsgathering by a reporter, writer, editor, or researcher who either works for or is providing services to COMPANY or its Affiliates, provided it is not obtained from COMPANY's personnel who are involved in operations under this Agreement and who received the Confidential Information in connection therewith.

- f) If Recipient is requested or required to produce any Confidential Information pursuant to subpoena, investigative demand, court order, or other legal process, Recipient will take reasonable steps (unless prohibited) to give Disclosing Party sufficient prior notice to enable Disclosing Party to attempt to avoid, limit, or receive protective treatment over such disclosure (if Disclosing Party so decides), will use reasonable efforts to cooperate with Disclosing Party in such attempt (at Disclosing Party's expense with respect to out-of-pocket costs) and, if disclosure is required, will furnish only such portion of the Confidential Information as it has been advised by counsel it is legally compelled to disclose.
- g) Recipient's obligations hereunder will survive the expiration or earlier termination of this Agreement for a period of two (2) years. Any employees or other persons, including independent contractors, who are to be provided Disclosing Party's Confidential Information by Recipient, will be bound by the terms and conditions of this Agreement as if they were a party hereto. A breach by any such person will also be considered a breach by Recipient.

14. Warranties of VENDOR: VENDOR represents and warrants that: (a) it has all necessary rights and authority to execute this Agreement and perform its obligations and to grant the rights and/or licenses granted hereunder to COMPANY; (b) the Services will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel; (c) the Platform and Services will operate in conformance with the relevant terms of this Agreement, including the specifications set forth in the Order Form; (d) it is the owner of or otherwise has the right to use and distribute all materials and methodologies used in connection with performing the Services and providing the Platform including the VENDOR Materials, and that the Platform will not infringe upon the personal rights or Intellectual Property Rights of any third party; (e) it will comply with all applicable federal, state and local laws and governmental regulations in the performance of its obligations hereunder; and (f) the Platform is and will be free of any software disabling devices, time bombs, viruses, or devices or defects of similar nature (g) additionally, neither VENDOR nor its subsidiaries, directors, employees, agents and subcontractors warrant any connection to, transmission over, nor results or use of any connection or facilities provided (or failed to be provided) under this Agreement. Client is responsible for assessing its own computer and transmission network needs, and the results to be obtained therefrom.

15. Warranties of COMPANY: COMPANY represents and warrants that: (a) it has all necessary rights and authority to execute this Agreement and perform its obligations and to grant the rights and/or licenses granted hereunder to VENDOR; (b) the COMPANY Materials, as provided by COMPANY, will not infringe upon the personal rights or Intellectual Property Rights of any third party; and (c) it will comply with all applicable federal, state and local laws and governmental regulations in the performance of its obligations hereunder.

16. Indemnification:

- a) Each party will indemnify, defend and hold harmless the other party, its parent, subsidiaries, and Affiliates, and each of their respective officers, directors, members, employees, contractors, agents, representatives, successors and assigns, from and against any and all judgments, liabilities, losses, damages, costs or expenses, including all reasonable legal and expert fees and expenses and all costs of investigation (collectively, "Losses"), in connection with any claim, complaint, lawsuit, demand, cause of action, or proceeding brought by a third party ("Claim") alleging a breach or alleged breach of its representations, warranties, or obligations hereunder, or the acts or omissions of its employees, contractors, agents or representatives.
- b) A party seeking indemnification ("Indemnified Party") will give prompt written notice of any applicable Claim to the party from whom indemnification is sought ("Indemnifying Party"); provided, however, that failure to give such notice will not relieve Indemnifying

Party of any liability hereunder (except to the extent Indemnifying Party has suffered actual prejudice by such failure). The Indemnified Party shall provide reasonable assistance to defend or settle an applicable Claim at Indemnifying Party's expense. The parties agree that Indemnifying Party shall have primary control of the defense and settlement of such Claim provided that Indemnified Party shall have the right to participate in the defense and settlement negotiations of such Claim through its own counsel at its own expense, and provided further that Indemnifying Party shall not agree to any settlement or compromise that imposes any obligation or liability on Indemnified Party without such party's prior written consent.

17. Limitation of Liability: EXCEPT WITH RESPECT TO ANY BREACH OF CONFIDENTIALITY OR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY: (A) IN NO EVENT WILL EITHER PARTY (OR ITS LICENSORS, SUPPLIERS, AFFILIATES, OR SERVICE PROVIDERS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, OR INTERRUPTION OF BUSINESS, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, ARISING FROM OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) EACH PARTY'S ENTIRE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY COMPANY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

18. Assignment: Neither Party may transfer or assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other Party, except that either Party may assign this Agreement without such consent to an affiliate or as part of a transfer of the business to which it relates. Any other purported assignment in violation of the foregoing shall be null and void.

19. Notices: Routine communications under this Agreement may be made by e-mail. Any legal notices under this Agreement, including without limitation notices regarding termination, breach, indemnification, or other non-routine matters, shall be effective only if delivered in writing and in compliance with this section. Notice shall be deemed to be given (a) as of the date delivered if delivered personally; (b) one (1) day after deposit with a nationally recognized overnight courier; or (c) upon receipt if sent by U.S. certified mail, return receipt requested; in all cases to the respective address for the party set forth in the first paragraph of this Agreement as well as to the contact person set forth in the applicable Order Form.

20. Miscellaneous: This Agreement constitutes the entire agreement and understanding between the parties, supersedes prior agreements between the parties, whether oral or written, with respect to the subject matter hereof, and may not be altered except in a document signed by the party to be bound thereby. This Agreement will be automatically executed by acceptance of any BSI "Order Form" signed by COMPANY or use of any BSI Platform. All counterparts shall be construed together and constitute the same instrument. This Agreement has been entered into solely between COMPANY and VENDOR, and no third-party beneficiaries are created hereby. If any term of the Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from the Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms. No waiver shall be deemed to have been made by either party unless it is expressed in writing and signed by the waiving party. The failure of either party to insist in any one or more instances upon strict performance of any of the terms of provisions of this Agreement, or to exercise any option or election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, and no waiver by either party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedies hereunder or at law. The section headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of the Agreement. This Agreement will be governed by the laws of the state of Louisiana

applicable to contracts to be wholly performed therein, and any action based on or alleging a breach of this Agreement must be brought in a state or federal court in New Orleans, LA. and the parties hereby consent to the exclusive jurisdiction of such courts.