

United Online Media Group
Standard Terms and Conditions for Insertion Orders (v.4)

These Standard Terms and Conditions for Insertions Orders ("Terms") are entered into between United Online Advertising Network, Inc., d/b/a United Online Media Group ("UOLMG") and the Advertiser and Agency, if any (collectively, "Customer"), referenced in the corresponding Insertion Order ("IO"). UOLMG and Customer, each a "Party" and, collectively, "Parties," agree that the IO and these Terms shall collectively form the "Agreement."

1. Obligations of the Parties.

Advertising Services. Customer understands and agrees that the sole obligation of UOLMG under this Agreement is to display the advertising placements ("Ad(s)") as described in the IO. Customer understands that the Ads may display on websites owned and operated by UOLMG or its advertising partners (collectively, "Websites"). Customer also understands that the Ads may be served through the United Online Performance Exchange ("UOLPX"). The Websites on which the Ads will display and how the Ads will be served will be determined by UOLMG, in its sole discretion. Customer also understands that Customer shall be solely responsible for providing customer service and other customer support, including, without limitation, order processing, billing, fulfillment, shipment, collection, returns and/or charge backs associated with any products and/or services offered, sold or licensed through the Ads and UOLMG shall have no obligations whatsoever with respect thereto. All such customer support services shall be operated in accordance with best industry practices for Customer's industry. UOLMG may redirect to Customer any customer support inquiries that it may receive in association with the Ads. Customer understands and agrees that the organization, structure, "look and feel" and other elements of the Websites may be redesigned or modified at any time and without prior notice. In the event that any such redesign or modification has a material and adverse effect on the number of impressions served for Customer, UOLMG will work with Customer to re-allocate remaining revenue in a comparable location and manner, which shall be Customer's sole remedy relating thereto. Customer acknowledges that UOLMG has not made any guarantees with respect to usage statistics, numbers of impressions or any other expectations for the Ads. Additionally, the numbers and amounts set forth in an invoice will govern over any numbers and amounts set forth in any email, facsimile, report or other communication provided by UOLMG to Customer. Under no circumstances does the quantity listed in the IO represent a guaranteed number of clicks nor does the quantity listed in the IO represent a cap on the number of clicks.

Ads and Ad Placements. Except if otherwise expressly provided in the IO, the specific positioning of the Ads is at the sole discretion of UOLMG. Customers cannot utilize pop-ups, double pop-ups or download pop-ups on any page that UOLMG refers through an Ad. Customer may never use a download pop-up, an automatic software download, an exit pop-up or a pop-up that could block the Start Page of any website if the user hits the back button. Customer may not place third party cookies on a UOLMG user's computer without UOLMG's prior written authorization. If Customer is a wholesaler of Ads, UOLMG may request that Customer supply a list of intended advertisers for prior approval by UOLMG. If an additional advertiser is added after the list of intended advertisers is approved, Customer must submit the additional advertiser for UOLMG approval prior to implementation. Customer will not run any Ads on the Websites for advertisers that have not been previously approved by UOLMG. Customer shall not run any Ads on the Websites for advertisers that are restricted or competitive advertisers of any UOLMG Affiliates (as defined below). UOLMG and Customer agree to work diligently to resolve click discrepancies of over 10%. UOLMG reserves the right to immediately cancel any campaign with over a 10% discrepancy or that drops below a .2% click yield. UOLMG inventory may not be resold, assigned, bartered, exchanged, brokered or otherwise transferred without the prior written consent of UOLMG, which may be withheld in its sole discretion. UOLMG does not guarantee specific numerical slot designations. Slot designations are subject to availability. The inventory allocations in this IO may be replaced with higher paying advertisements at the sole discretion of UOLMG. If Customer frequency caps are detected, UOLMG may suspend or terminate the IO immediately. Customer may request a change to the IO by making a written request (e-mail is acceptable) to account-mgt-group@corp.unttd.com. Requested changes accepted by UOLMG will be confirmed and implemented within five (5) business days.

Creative. All final Ad content ("Creative") is subject to approval by UOLMG, in its sole discretion. Creative must be received by UOLMG five (5) days prior to campaign launch. If Creative is not received, the inventory allocated to Customer may be pre-emptible. Customer shall provide UOLMG with Creative for the Ads in accordance with UOLMG policies located at <http://www.untl.com/guidelines> and <http://www.untl.com/specs> or any other policy which is in effect and which may change from time to time without prior notice to Customer. UOLMG shall not be required to publish any Ads based on Creative not delivered in accordance with such policies, and Customer shall be obligated for the applicable payment obligations as if UOLMG had displayed such Ads. Customer shall not be entitled to any refund or proration for delays caused by such failure. Customer hereby grants UOLMG a worldwide, non-exclusive, royalty-free license to sublicense, distribute, display, transmit and otherwise use the Creative to fulfill its obligation to display the Ads as described in the IO. The Creative shall not contain, advertise, link (either directly or indirectly) to or otherwise be related to Creative that UOLMG determines, in its sole discretion: (a) is obscene, defamatory, libelous, slanderous, profane, indecent or unlawful; (b) is factually inaccurate, misleading or deceptive; (c) facilitates or promotes any type of illegal activity, including without limitation pyramid schemes, the sale or use of illicit drugs, or discrimination or harassment of any individual or group; (d) violates the privacy policies or the terms of service of the Websites; (e) disparages the Websites; or (f) promotes any product or service which is reasonably competitive with any of the products or services offered by any entity directly or indirectly controlling, controlled by or directly or indirectly in common control with UOLMG ("UOLMG Affiliates"). In addition, the Ads and/or the Creative shall not state or imply that the Ads were placed by any UOLMG Affiliate or that any UOLMG Affiliate endorses Advertiser's products and/or services. UOLMG may remove the Creative, or any portion thereof, from the Websites if, at any time, UOLMG determines, in its sole discretion, that the Creative violates the foregoing limitations or such other reasonable limitations as UOLMG may adopt from time to time. Any such refusal shall not constitute a breach of this Agreement or otherwise entitle Customer to any legal remedy.

E-Mail Requirements. In the event the IO includes an e-mail advertising campaign, Customer shall be solely responsible for and shall provide UOLMG with the following five (5) days prior to the scheduled e-mail drop: (i) Customer's then current, accurate and compliant opt-out database of e-mail addresses that have requested to not receive e-mails from Customer ("Suppression File"), which Suppression File shall be constructed in a mutually agreed upon format and shall be delivered to a location to be designated by UOLMG (e.g., an FTP site or e-mail address); (ii) a compliant e-mail subject line that shall not be deceptive, false or misleading ("Subject Line"); (iii) a compliant and operational opt-out link ("Opt-Out Link") that e-mail recipients can use to request not to receive future e-mails from Customer, which link shall be capable of receiving such requests for at least thirty (30) days after the transmission of the e-mail containing the Ad; and (iv) a valid United States physical address for Customer in the e-mail Creative. UOLMG shall be solely responsible for and shall: (i) purge all e-mail addresses contained in the Suppression File from the distribution list to which the Ad shall be sent; (ii) use the Suppression List solely in connection with performing its obligations under the immediately preceding clause; (iii) destroy the Suppression List promptly after the applicable campaigns shall have concluded; and (iv) use the Subject Line and the Opt-Out Link provided by Customer in the e-mails containing the Ad.

2. Payment.

Unless otherwise specified in the IO, the following terms shall apply with respect to payment obligations hereunder. UOLMG shall invoice Customer at the end of each calendar month for the applicable Ads displayed during such month or the applicable transactions giving rise to a payment obligation during such month, and payment shall be made by Customer without restriction, set-off or deduction no later than thirty (30) days from the date of such invoice. All payments shall be based upon UOLMG's records for the display of Ads, the applicable click-throughs from the Ads and all other transactions giving rise to a payment obligation, irrespective of whether Customer or a Qualified Ad Server also tracked such transactions. All payments shall be sent to UOLMG via check for good funds at the address noted on the invoice. If a check is returned to UOLMG for insufficient funds or otherwise, Customer shall promptly reimburse UOLMG for all costs incurred as a result of the funds being insufficient. In addition, amounts not paid when due shall accrue interest at a rate of two percent (2%) per month, or the highest rate permitted by law if less, compounded on a monthly basis. In addition

to all other rights and remedies UOLMG may have in law or equity, if Customer fails to make timely payments of any amounts owing hereunder, UOLMG reserves the right to suspend any and all Ads until such time as Customer corrects such failure. In the event of any such suspension, UOLMG shall have no liability relating thereto and Customer shall not receive any refund or credit for the period of such suspension and Customer shall remain liable for the full amount indicated in the IO. Customer acknowledges that if Customer has not done any business with UOLMG within the last six (6) months, a credit check of Customer is required before UOLMG considers doing business with Customer. If a credit check is required, Customer represents that it will fully and accurately complete UOLMG's credit application. Based on the results of the credit check, if required, UOLMG shall have the right to demand that Customer provide UOLMG with a reasonable deposit, and Customer acknowledges that UOLMG's acceptance of the IO shall be expressly contingent upon Customer's compliance with any such demand. In addition, if there shall be a material change in Customer's financial situation (including, without limitation, its failure to abide by any of the payment terms outlined above) at any time during the term of this Agreement, as determined by UOLMG in its sole discretion, UOLMG reserves the right to demand that Customer provide UOLMG with a reasonable deposit within ten (10) days of such demand. Any such deposit provided by Customer may be commingled with UOLMG's general funds and any interest earned on such deposit shall be for UOLMG's sole benefit. The deposit shall serve as security for the performance by Customer of its obligations under this Agreement and may be applied by UOLMG upon the occurrence of a breach of any such obligation, in addition to any and all other rights that UOLMG may have as a result of such breach. If UOLMG applies the deposit, or any portion thereof, to meet such obligation, Customer shall replenish the deposit within ten (10) days after UOLMG's demand.

3. Term and Termination.

The term of this Agreement shall commence on the start date set forth in the IO and end on the end date set forth in the IO, unless earlier terminated pursuant to this Agreement. Pricing for any renewal IO or additional IO shall be at UOLMG's sole discretion. UOLMG shall have the right to terminate this Agreement immediately by providing Customer with written notice. Unless otherwise expressly provided in the IO, Customer may terminate this Agreement only if UOLMG fails to cure a breach of this Agreement within thirty (30) days of receipt of written notice of such breach. Customer may request a cancellation of the IO by making a written request (e-mail is acceptable) to account-mgt-group@corp.unttd. Requested cancellations will be confirmed and implemented by UOLMG in conjunction with the out clause stated on the IO, if applicable. Notwithstanding any termination of this Agreement, those rights and obligations under this Agreement that by their nature should survive shall remain in effect after termination of this Agreement. In the event a campaign for which discounted pricing was provided is earlier terminated pursuant to this Agreement, UOLMG's rate card rates shall apply to the delivered portion of such terminated campaign. Should the termination provisions of these Terms and the IO conflict, the terms in the IO shall prevail.

4. Representations and Warranties.

By Agency. If an Agency is listed in the IO, it represents and warrants that: (a) Advertiser has authorized Agency to enter into this Agreement on Advertiser's behalf and to represent Advertiser within the scope of this Agreement; and (b) Agency has entered into an agreement with Advertiser under which Advertiser agrees to be bound by the terms of this Agreement, including without limitation paying UOLMG for the Ads delivered pursuant to this Agreement. UOLMG reserves the right to request that Agency provide, within ten (10) days of such request, written confirmation thereof from Advertiser.

By Customer. Customer hereby represents and warrants that: (a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (b) its execution of this Agreement does not and shall not violate any applicable law, rule or regulation or any agreement to which Customer is a party or by which Customer is otherwise bound; (c) it possesses all authorizations, approvals, consents, licenses, permits, certificates and other rights and permissions necessary to offer, sell or license the products and/or services offered, sold or licensed through the Ads or the Creative; (d) the Ads, the Creative, and the products and/or services offered, sold or licensed through the Ads or the Creative shall not violate any applicable law, rule or regulation or third party right (including

without limitation any patent, copyright, trademark, trade secret or other proprietary right); (e) it has in effect a privacy policy that is available online and shall adhere to the information gathering, dissemination, privacy protection and other practices described in such privacy policy; and (f) that its collection, use and disclosure of the information obtained from users of the Ads or the products and services of the Customer comply with all applicable laws and regulations and Customer's then current privacy policy and that its privacy policy is prominently displayed or accessible through its website and that they will not create or maintain lists that are shared with any third party that identifies users of the Websites, either individually or in the aggregate.

By UOLMG. UOLMG hereby represents and warrants that: (a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; and (b) its execution of this Agreement does not and shall not violate any applicable law, rule or regulation or any agreement to which UOLMG is a party or by which UOLMG is otherwise bound. OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 4, UOLMG MAKES NO, AND HEREBY SPECIFICALLY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, COMPATIBILITY, SECURITY, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UOLMG SPECIFICALLY DISCLAIMS ANY WARRANTY REGARDING THE NUMBER OF PERSONS WHO SHALL ACCESS OR "CLICK-THROUGH" THE ADS OR THE CREATIVE, ANY BENEFIT CUSTOMER MIGHT OBTAIN FROM INCLUDING THE ADS ON THE WEBSITES, AND THE FUNCTIONALITY, PERFORMANCE OR OPERATION OF THE WEBSITES

5. Indemnification.

Customer shall indemnify, defend and hold harmless the Websites, the UOLMG Affiliates and the directors, officers, employees, agents and subcontractors of the foregoing (each an "Indemnified Party") against all claims, suits, proceedings, actions, liabilities, losses, expenses, damages and costs, including, but not limited to, reasonable attorneys' fees, that may at any time be incurred by an Indemnified Party and arising in connection with or related to the following: (a) any breach by Customer of any of the terms and conditions of this Agreement; (b) a violation by Customer of applicable laws; (c) any claim brought against an Indemnified Party by any other third person in connection with the Creative, including without limitation (i) the development, operation, and maintenance of Customer's site(s), (ii) any alleged errors, omissions or misrepresentations in Customer's sites' Creative, Ads or any other materials provided by or on behalf of Customer, or (iii) any products liability claim, whether such claim is brought in negligence, strict liability or otherwise; (d) any claim relating to infringement by Customer of the patent rights, copyrights, trade secrets, trademarks or other intellectual property rights or other rights of any person or entity; or (e) any breach by the Customer of any of the terms and conditions of the e-mail requirements set forth in Section 1; (f) or a violation by the Customer of applicable laws, including, without limitation, the CAN-SPAM Act of 2003, as amended from time to time; or (g) any claim for libel, defamation, violation of right of privacy or publicity. UOLMG shall be entitled to participate in Customer's defense of a claim with counsel of UOLMG's choice and at UOLMG's expense. Customer shall not, without the prior written consent of UOLMG, settle, compromise or consent to the entry of any judgment that could impose any liability or obligation upon UOLMG without UOLMG's prior written consent.

6. Limitation of Liability.

EXCEPT TO THE EXTENT ARISING PURSUANT TO A BREACH OF THE CONFIDENTIALITY OBLIGATIONS IN SECTION 7 OR TO THE INDEMNIFICATION OBLIGATIONS IN SECTION 5, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED USE OF INFORMATION, AND THE LIKE, ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, UOLMG'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY

CLAIM MADE PURSUANT TO THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID OR PAYABLE TO UOLMG PURSUANT TO AND FOR THE DURATION OF THIS AGREEMENT.

7. Confidentiality.

Neither party shall issue any press release, or make any public announcement relating to this Agreement or the relationship established by this Agreement or otherwise publish or disclose the terms and conditions of this Agreement to any third party (excluding attorneys, accountants, financial advisors or other service providers who have a need to know) without the express written consent of the other party. In addition, during the term of this Agreement and for three (3) years thereafter, each party (which, for the avoidance of doubt shall include, a party's employees and agents who have a need to know) shall retain, in confidence, and shall not use for its own benefit, all non-public information disclosed by or relating to the other party that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential ("Confidential Information"). Confidential Information includes, without limitation, all non-public information relating to each party's technology, customers, business plans, marketing activities, employees, finances and other business affairs, but excludes information that: (a) was rightfully in the receiving party's possession, without any obligation to hold it in confidence, before receipt from the disclosing party; (b) is or becomes a matter of public knowledge through no fault of the receiving party; (c) is lawfully received by the receiving party from a third party who has the lawful right, without any duty of confidentiality, to disclose the information; (d) is independently developed by the receiving party without use of or reference to the Confidential Information of the disclosing party; or (e) is disclosed by the receiving party with the disclosing party's prior written consent. Each party shall protect all Confidential Information by using the same degree of care that it uses to prevent the unauthorized disclosure of its own Confidential Information, but in no event less than a reasonable degree of care. Each party agrees that in the case of disclosure of Confidential Information in contravention of this Agreement, a monetary remedy for any damages shall be inadequate, impracticable and extremely difficult to prove. Each party agrees that such a breach would cause irrevocable harm, and that the non-breaching party shall be entitled to seek temporary and permanent injunctive relief, in addition to all other remedies it may have hereunder or by law, without the necessity of proving actual damages or without the placement or filing of a bond. The ability to seek injunctive relief shall not prohibit the non-breaching party from also seeking a remedy for actual monetary damages. Notwithstanding the foregoing, either party may disclose Confidential Information without the other party's consent to the extent such disclosure is required by law, rule, regulation or government or court order. In such event, the disclosing party shall provide at least five (5) business days prior written notice of such proposed disclosure to the other party and shall submit a request to the applicable governing body that this Agreement and any other Confidential Information relating thereto receive confidential treatment to the fullest extent permitted under applicable laws, rules and regulations.

8. Third Party Ad Servers.

In the event that Customer elects to serve the Ads through a third party ad serving system, such election shall be subject to the following requirements: (a) Customer shall select a third party ad server that meets UOLMG's technical qualifications and note that selection in the IO; (b) Customer shall comply with all reasonable requirements set forth by UOLMG for the use of a third party ad serving system; and (c) Customer shall ensure that its chosen third party ad server complies with all reasonable requirements set forth by UOLMG for the serving of the Ads. Third party ad servers selected in accordance with this Section 8 shall be referred to hereinafter as "Qualified Ad Servers."

9. Dispute Resolution.

The parties hereby agree to resolve any disputes arising under this shall be resolved by arbitration in Los Angeles County, California in accordance with the current JAMS Comprehensive Arbitration Rules and Procedures (the "JAMS Rules") then in effect. However, in any event, the provisions contained herein shall govern over any conflicting rules which may now or hereafter be contained in the JAMS Rules. The arbitrator shall have the authority to grant any equitable and legal remedies that would be available if any judicial proceeding was instituted to resolve a dispute hereunder. The final decision of the arbitrator will be furnished by

the arbitrator to the parties involved in the arbitration in writing, and will constitute a final, conclusive and non-appealable determination of the issue in question, binding upon such parties, and an order with respect thereto may be entered in any court of competent jurisdiction. Any such arbitration will be conducted before a single arbitrator who will be compensated for his or her services at a rate to be determined by the parties involved in the arbitration or by JAMS, but based upon reasonable hourly or daily consulting rates for the arbitrator in the event the parties are not able to agree upon his or her rate of compensation. The arbitrator shall be mutually agreed upon by the parties involved in the arbitration. In the event such parties are unable to agree on an arbitrator within twenty (20) days following submission of the dispute to JAMS by one of the parties, JAMS will have the authority to select an arbitrator from a list of arbitrators who satisfy the criteria set forth in this Section. No arbitrator shall have any past or present family, business or other relationship with any party involved in the arbitration or any "affiliate" (as such term is defined in Rule 12b-2 of the Securities Act of 1933, as amended), director or officer thereof, unless following full disclosure of all such relationships, such parties otherwise agree in writing to waive such requirement with respect to an individual in connection with any dispute. Each party involved in the arbitration shall pay an equal share of the initial compensation to be paid to the arbitrator in any such arbitration and of the costs of transcripts and other normal and regular expenses of the arbitration proceedings; provided, however, that: (i) the prevailing party in any arbitration will be entitled to an award of attorneys' fees and costs, and (ii) all costs of arbitration will be paid by the losing party, and the arbitrator will be authorized to determine the identity of the prevailing party and the losing party. The arbitrator chosen in accordance with these provisions will not have the power to alter, amend or otherwise affect the provisions contained in this Agreement. Notwithstanding the foregoing, nothing in this Section 9 shall prevent any party hereto from seeking preliminary injunctive relief from a court of competent jurisdiction as may be necessary to protect the rights or property of such party or to maintain the status quo before, during or after the commencement of such arbitration.

10. Notices.

All notices required hereunder shall be made in writing to Customer at the address and/or fax number noted on the IO and to UOLMG at the following address and/or fax number: UOLMG, Attn: Legal Department, 21301 Burbank Boulevard, Woodland Hills, California 91367, Fax: (818) 287-3010. Notice shall be deemed given (a) on the delivery date if delivered personally, (b) one (1) business day after deposit with a commercial overnight carrier with written verification of receipt, (c) five (5) business days after the mailing date if sent by certified U.S. mail, return receipt requested, postage and charges prepaid, or (d) if by facsimile transmission, upon issuance by the transmitting machine of a confirmation slip confirming that the number of pages constituting such notice have been transmitted without error and confirmation by the receiving party of receipt.

12. Miscellaneous.

Entire Agreement. This Agreement constitutes the final, exclusive and complete statement of the parties' agreement with respect to the subject matter set forth herein. All amendments, additions or modifications to this Agreement must be made in writing and signed by an authorized signing agent of each party. These Terms or any amendments thereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. A facsimile copy of any Agreement shall be deemed to be an original. Customer hereby waives any rights or requirements under any laws or regulations in any jurisdiction which would require an original (non-electronic). This Agreement shall not be binding on UOLMG until the IO has been executed by a duly authorized representative of UOLMG.

Assignment. Neither party shall assign or transfer this Agreement or any rights or obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, UOLMG shall have the right to assign this Agreement or any of its rights or obligations hereunder without the written consent of Customer to any UOLMG Affiliate or in connection with the merger, consolidation, sale or acquisition of all or substantially all of the assets primarily related to the portion of UOLMG's business related to this Agreement. Subject to these limitations, this Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

Enforcement. Any failure by either party to enforce the other party's performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

Force Majeure. Excluding Customer's payment obligations, neither party shall be liable for, or be considered in breach of or default under this Agreement for any delay or failure to perform as required by this Agreement as a result of any causes or conditions which are beyond such party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence.

Governing Law, Venue and Attorneys Fees. This Agreement is made under, and shall be construed according to, the laws of the State of California, except for its conflicts of laws principles. Subject to Section 9, each party hereby irrevocably consents to the exclusive venue and jurisdiction of the federal and/or state courts located in Los Angeles County, California in connection with any legal action relating to this Agreement. In the event of any legal action relating to this Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees (including those for in-house counsel, collection and arising as a result of an appeal), expenses and costs relating thereto.

Relationship of the Parties. Each party shall be deemed to be an independent contractor with respect to the subject matter of the Agreement, and nothing contained in this Agreement shall be deemed or construed in any manner as creating any partnership, joint venture, employment, agency, fiduciary or other similar relationship between the parties.

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

Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable in whole or in part, such provision shall be enforced to the greatest extent possible and the remaining provisions hereof shall be unaffected thereby and shall remain in full force and effect.