

TERMS & CONDITIONS (“AGREEMENT”)

DEFINITIONS

- (a) “Ad(s)” or “Advertising” means Advertiser advertisements or any other promotional material, in any medium, and more specifically that material displayed on Publisher Media Inventory by means of SoMo software.
- (b) “Affiliate(s)” means any entity that, at a given time during the Term, directly or indirectly controls, is controlled by or is under common control with, a party to this Agreement.
- (c) “End User Volunteered Data” means any personally identifiable or sensitive information of End Users collected by Advertiser directly via any Ad.
- (d) “End User(s)” or “Visitor” means any device user who views, is able to view, or interact with a Advertiser’s Ad on the Publisher Site(s).
- (e) “Impression” means the rendering on an End User’s device of Advertiser’s Ad, i.e., the complete download of an Ad displayed on an End User’s device.
- (f) “Intellectual Property Rights” means any patent, claim of copyright, trademark, trade name, brand name, service mark, logo, symbol, trade dress or design, or representation or expression of any thereof, or registration or application for registration thereof, or any other invention, trade secret, technical information, know-how, moral right, privacy right, right of publicity or, without limitation, any other proprietary right.
- (g) “Media Inventory” means such apps or websites owned by Publisher registered with SoMo portal and approved by SoMo for placement of Advertiser Ads.
- (h) “Portal” or “SoMo Portal” means dashboard.somoaudience.com.
- (i) “Publisher Policy(s)” means any legal restrictions or terms of use on Publisher Site(s) or any restrictions set by Publisher with respect to the Content or use of data generated by Advertiser’s Ad on any of Publisher’s Media Inventory.
- (j) “Publisher(s)” means the entity identified in the preliminary matter herein.
- (k) “Reporting” means impressions and revenue earned. **SOMO MAY UPDATE REPORTING WITHIN 10 (10) BUSINESS DAYS AFTER THE END OF THE MONTH.**
- (l) “Service Data” means any data that either party collects during delivery of Ads or performance of its obligations under this Agreement.
- (m) “Site” or “Publisher Site(s)” means the website or app owned by Publisher that Publisher has registered with the SoMo Portal and that SoMo has approved for publication of its Advertiser advertising.
- (n) “SoMo Data” means data collected during either Party’s performance of its respective obligations with respect to the publication of Advertiser’s Ad on the Site, including, without limitation, the End User device information, End User’s session-based browsing behavior, number of impressions, http header information, and any other data that Advertiser provides to SoMo.

- (o) “Somo Policies” refer to such legal policies, Terms of Use, Privacy Policy, and Advertiser Platform Use Policy that are incorporated in this Agreement by reference and available at the website <https://somoaudience.com/legal/>. SoMo reserves for itself, in its sole discretion, the right to amend its policies at any time without further notice to Advertiser.
- (p) “SoMo Software” means, without limitation, SoMo proprietary Code and technology that is licensed to Publisher for placement on Publisher Media Inventory for purposes of displaying Advertiser Advertising and used by to generate, *inter alia*, SoMo Reporting of Impressions generated by such Ads.
- (q) “Advertiser Content” means any and all material, other than the Software (or anything else provided by SoMo), that is incorporated into any Advertiser Advertising, including, without limitation, any Internet advertising vehicles, banners, buttons, clicks, co-registrations, e-mails, audio and video files, text, graphic files and similar media and/or data.
- (r) “Advertiser” means an entity whose Advertising is displayed on Publisher Media Inventory.
- (s) “Transaction” means any agreement between Advertiser, SoMo, or any third party concerning the subject matter of this Agreement.

1. Description of Publisher

Publisher is the owner of certain Media Inventory registered on the SoMo portal and approved by SoMo for publication of Ads.

2. Undertaking to Provide Advertising Services

SoMo owns proprietary Code and provides services for Internet media advertising. SoMo wishes to place Advertisements in the form of Code on certain Publisher Media Inventory. With this Agreement, SoMo requests the Publisher to provide the services stated in Section 4, and Publisher agrees to provide those services as specified.

3. Advertisement

SoMo will provide Code to the Publisher for placement of advertising within a reasonable amount of time after the effective date of this Agreement.

4. Description of Advertising Services

Publisher agrees to insert SoMo’s Code as set forth herein.

5. Obligations of Publisher

Publisher warrants to SoMo that it will make a reasonable effort to perform its services under this Agreement in a competent and timely manner, and that will post and maintain privacy policies and practices that comply with applicable law.

6. Fees

- (a) No Guarantees. SoMo makes no guarantee that there will be any Impressions of Advertiser's Ad(s) or that Advertiser's Ad Campaign will be successful.
- (b) Ad Removal. SoMo or Publisher may remove or block any Ads if SoMo or Publisher reasonably deems such action appropriate to prevent errors, harm, or violation of the following, without limitation:

- i. SoMo Services;
 - ii. SoMo or Publisher policies;
 - iii. Any applicable law, rule or regulation; or,
 - iv. SoMo's efforts to avoid or limit its liability.
- (c) **Reporting.** SoMo will determine how to measure the number of Impressions generated by Ads; all payments will be based on such measurements and such determination by SoMo shall be final and binding. Reporting is calculated at the end of each calendar month but is subject to adjustment up to and including the 15th business day thereafter.
- (d) **(d) Payment.** SoMo will pay to Publisher the final win price for each Transaction where an ad displayed. Payments will be made on a monthly basis, net sixty (60) days from the date of the invoice.
- (e) Each party shall be responsible for payment of any taxes due on such revenue in proportion to the share of each.

7. Intellectual Property Rights

(a) Each party to this Agreement owns its respective Web Site(s) and the material and content on its Web site. Except as stated in Section 7(b) below, nothing in this Agreement grants to one party any right, title, or license to the other party's intellectual property rights.

(b) Subject to the terms and conditions of this Agreement, SoMo grants Publisher a limited, nonexclusive, nontransferable and non-sublicenseable license to use the proprietary software code provided by SoMo to Publisher from time to time solely to display SoMo Advertiser's Advertisement (including any trademarks and service marks shown) on Publisher's approved Media Inventory during the Term of this Agreement in the space specified by SoMo to place such Advertisement. Upon termination of this Agreement, the Publisher will immediately uninstall the SoMo's software code, destroy all copies of it, cease further display of the Advertisement, and terminate the hyperlink to SoMo Advertiser's Site.

8. Warranties of SoMo

SoMo warrants and covenants that: (a) it has the full power and authority to enter into this Agreement; (b) the execution of this Agreement and performance of its obligations under this Agreement does not violate any other agreement to which it is a party; (c) that it will comply with all applicable federal, state and local laws and regulations, and (d) this Agreement constitutes a legal, valid and binding obligation when executed and delivered.

SoMo expressly disclaims any liability arising from or related to Advertiser Advertising.

SoMo agrees to defend, indemnify, and hold harmless Publisher, its officers, directors, sublicensees, employees and agents, from and against any third party claims, and all actions, demands, costs or expenses, including without limitation reasonable legal fees related thereto, resulting from the breach of the warranties in this Section 8. Publisher shall provide notice to SoMo promptly of any such claim and shall assist SoMo, at Publisher's expense, in defending any such claim, suit or proceeding.

9. Warranties of Publisher

Publisher warrants and covenants that: (a) it has the full power and authority to enter into this Agreement; (b) the execution of this Agreement and performance of its obligations under this Agreement does not violate any other agreement to which it is a party; (c) that it will comply with all applicable federal, state and local laws and regulations, and (d) this Agreement constitutes a legal, valid and binding obligation when executed and delivered.

Publisher agrees to defend, indemnify, and hold harmless SoMo, its officers, directors, sublicensees, employees and

agents and affiliates, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from the breach by Publisher of any provision of this Agreement. SoMo shall provide notice to Publisher promptly of any such claim, suit, or proceeding and shall assist Publisher, at SoMo's expense, in defending any such claim, suit or proceeding.

10. Disclaimer OF Warranties by SoMo

THE SERVICES OF SOMO AND ITS RESPECTIVE SUBSIDIARIES, AFFILIATES AND LICENSORS (“**THE SOMO PARTIES**”) UNDER THIS AGREEMENT ARE PROVIDED ON AN “AS IS,” “WHERE IS,” AND “AS AVAILABLE” BASIS, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, **THE SOMO PARTIES** EXCLUDE AND DISCLAIM, AND PUBLISHER HEREBY WAIVES, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE, AS WELL AS ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. **THE SOMO PARTIES** FURTHER DISCLAIM ANY WARRANTIES REGARDING THE SECURITY, ACCURACY, FUNCTIONALITY, RELIABILITY, TIMELINESS, REPAIR AND PERFORMANCE OF THE SOFTWARE OR SERVICES. PUBLISHER UNDERSTANDS AND ACKNOWLEDGES THAT THERE IS NO GUARANTEE THAT ANY MINIMUM LEVEL OF REVENUE, OR ANY REVENUE, WILL BE GENERATED AS A RESULT OF THIS AGREEMENT.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PUBLISHER EXPRESSLY UNDERSTANDS AND AGREES THAT PUBLISHER'S USE OF THE SERVICE IS AT PUBLISHER'S SOLE RISK AND THAT THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTIES. IN PARTICULAR, **THE SOMO PARTIES** DO NOT REPRESENT OR WARRANT TO PUBLISHER THAT: PUBLISHER USE OF THE SERVICE WILL MEET PUBLISHER'S REQUIREMENTS; (b) PUBLISHER USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (c) ANY INFORMATION OBTAINED BY PUBLISHER AS A RESULT OF PUBLISHER USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (d) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO PUBLISHER AS PART OF THE SERVICE WILL BE CORRECTED; (e) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT PUBLISHER'S OWN DISCRETION AND RISK;; (f) PUBLISHER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO PUBLISHER AND/OR THIRD-PARTY COMPUTER SYSTEMS OR OTHER DEVICES OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL; (g) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY PUBLISHER FROM SOMO OR THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

11. Liability of Publisher and SoMo

SOMO AND PUBLISHER AGREE THAT THE LIABILITY OF EITHER PARTY OR ITS RESPECTIVE SUBSIDIARIES, AFFILIATES, OR LICENSORS FOR ANY ERROR IN DISPLAYING THE ADVERTISEMENT OR ANY FAILURE TO PROVIDE SERVICES SHALL NOT EXCEED THE FEES RECEIVED BY EACH PARTY, RESPECTIVELY, DURING THE THREE MONTHS PRECEDING THE EVENT GIVING RISE TO A CLAIM. IF PUBLISHER IS UNABLE TO DISPLAY THE ADVERTISEMENT AT ANY TIME DURING THE TERM OF THIS AGREEMENT DUE TO ACTS OF GOD, WAR, RIOT, STRIKES, SYSTEM OR TRANSMISSION FAILURE, OR FOR ANY OTHER REASON BEYOND ITS REASONABLE CONTROL, SUCH FAILURE TO DISPLAY THE ADVERTISEMENT WILL NOT CONSTITUTE A BREACH OF THIS AGREEMENT; PROVIDED, HOWEVER THAT SOMO MAY TERMINATE THIS AGREEMENT IF SUCH FAILURE TO DISPLAY THE ADVERTISEMENT CONTINUES FOR MORE THAN TWENTY (20) DAYS.

EXCEPT WITH RESPECT TO LIABILITIES ARISING OUT OF PUBLISHER'S INDEMNIFICATION OBLIGATIONS, OR TO EITHER PARTY'S GROSS NEGLIGENCE OR EITHER PARTY'S WILLFUL MISCONDUCT OR TO EITHER PARTY'S VIOLATION OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS OF THE OTHER PARTY OR PUBLISHER'S BREACH OF THE LICENSES GRANTED TO PUBLISHER, OR EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREIN: (1) NEITHER PARTY IS LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST BUSINESS, REVENUE, OR ANTICIPATED PROFITS, WHETHER BASED ON BREACH OF AGREEMENT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES; (2) NEITHER PARTY'S LIABILITY TO THE OTHER PARTY HEREUNDER SHALL EXCEED THE SUM OF THE TOTAL NET REVENUE EARNED BY SUCH PARTY UNDER THIS AGREEMENT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE THE CLAIM FIRST AROSE. THE PARTIES AGREE THAT THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT INCREASE THE FOREGOING LIMIT, AND THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

12. CONFIDENTIALITY.

- (a) "Confidential Information" means any and all information that is disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, which if disclosed in writing or tangible form is marked as "Confidential," or with some similar designation, or if disclosed orally, is identified as being proprietary and/or confidential at the time of disclosure, or under the circumstances and nature of the information would be reasonably deemed to be confidential. In the case of SoMo, Confidential Information includes, without limitation the features and functionality of the SoMo Services and software. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information and without any violation of any obligation of this Agreement; or (iv) the receiving party rightfully obtains from a third party without restriction on use or disclosure.
- (b) Use and Disclosure Restrictions. Each party shall not use the other party's Confidential Information except as necessary to exercise its rights or perform its obligations under this Agreement. Each party shall not disclose the other party's Confidential Information to any third party except to those of its employees, subcontractors, and advisers that need to know such Confidential Information and are contractually bound to the use and disclosure restrictions set forth in this Agreement. Each party will use all reasonable efforts to maintain the confidentiality of all Confidential Information of the other party in its possession or control, but never less than the efforts that party ordinarily uses with respect to its own proprietary information of similar nature and importance. The foregoing obligations will not restrict either party from disclosing Confidential Information of the other party: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement or (ii) on an as-needed, confidential basis to its legal or financial advisors. Each party may disclose the terms and conditions of this Agreement as required under applicable securities regulations and on a confidential basis to current or prospective investors or acquirers of such party.

13. Termination

- (a) This Agreement will remain in effect from the Effective Date until December 31, 2021, unless terminated sooner

in accordance with the terms of this Agreement. Thereafter, it may be renewed for an ONE YEAR (5) year period upon thirty (30) days Notice by either party of its intent to renew for an additional five (5) year period.

(b) This Agreement may be terminated by the non-breaching party upon thirty (30) days prior written notice upon the material breach of a provision of this Agreement; provided that if such breach is cured within such period, the Agreement shall continue in effect.

(c) SoMo has the right to terminate this Agreement at any time for any or no reason.

(d) This Agreement will terminate automatically, without notice, (i) upon the institution by or against Publisher of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of Publisher's debts; (ii) upon Publisher making an assignment for the benefit of creditors; or (iii) upon Publisher's dissolution.

(e) Upon termination or expiration of this Agreement, Publisher will cease all use of SoMo intellectual property and content.

(f) The following provisions shall survive termination of this Agreement: Sections 8, 9, 10 and 11.

14. Publisher Duties.

(a) Publisher shall **not**:

- i. copy, distribute, rent, lease, lend, sublicense, transfer or make the SoMo Services available to any third party,
- ii. modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code of the SoMo Services or any other SoMo technology, content, data, routines, algorithms, methods, ideas design, user interface techniques, software, materials, and documentation
- iii. create derivative works based on the SoMo Services; or
- iv. modify, remove, or obscure any proprietary notices or legends that appear on the SoMo Services or during their use and operation;
- v. use the SoMo Services in any manner that results, or could result, in complaints, claims, fees, fines, penalties or any other liability to SoMo or its Advertisers;
- vi. The above prohibitions constitute a non-exhaustive list of activities any and all of which will subject the Agreement to termination and constitute a material breach by Publisher that may result in legal liability to SoMo and any affected third parties for resulting damages.

(b) **Prohibited Actions**. Publisher will not, and will not allow any third party, directly or indirectly, to:

- i. generate queries, or impressions of or clicks on Ads through any automated, unethical, deceptive, fraudulent or other invalid means, including, without limitation, click spam, robots, macro programs, spiders, auto-spawning browsers, auto reloading, meta refreshes or any other form of fraudulent and artificial traffic;

- ii. encourage or require End Users, either knowingly or unknowingly, to click on Ads through offering incentives, including offers of cash, prizes, or anything else of value, or any other methods that are manipulative, deceptive, malicious or fraudulent;
 - iii. using a design that encourages or is reasonably likely to lead to accidental or unintended clicks by the user on any Ads;
 - iv. use or modify any feature or functionality of the SoMo software to collect personally identifiable information;
 - v. (a) publish content that contains, promotes or has links to any sexually explicit materials, obscene language, hate material, defamatory materials, materials promoting violence, the use of firearms or discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, or family status, or any other materials deemed harmful to the reputation of SoMo in its sole discretion; (b) promote any software piracy systems (warez, cracking, etc.), hacking, phreaking, emulators, ROM's, or illegal MP3 activity; (c) promote any illegal activities, deceptive practices, violations or infringements of the Intellectual Property Rights of others including: robots, spiders, auto-spawning browsers, auto reloading, meta refreshes or any other form of fraudulent and artificial traffic
 - vi. engage in any action or practice that reflects poorly on SoMo or otherwise disparages or devalues SoMo's reputation or goodwill; or,
- (c) Third Party Services. SoMo may make third party services available to Publisher. Such third party services may change at any time. Publisher is solely responsible for the security of its accounts on such third party services and shall be responsible for any activities of any person authorized by Publisher.
- (d) Child-Directed Apps or Sites. Publisher will not, and will not allow others to, transmit to SoMo any "personal information" (as defined under the Children's Online Privacy Protection Act ("COPPA")) about or relating to an End User under the age of 13. Publisher will fully comply with COPPA policies.
- (e) Third-Party Terms. Publisher (i) will comply with any third-party terms and conditions applicable to the collection and use of device identifiers, including, without limitation, any third-party terms and conditions imposed upon Publishers via the Android or iOS Internet operating systems or any other platforms or operating systems supported by SoMo now or in the future (collectively, Third-Party Terms"), and (ii) will not cause SoMo or the Advertiser to be in violation of any Third-Party Terms or conditions.
- (f) International Compliance. Publisher will not use the SoMo Services to serve Ads from, or target Ads to, countries, entities, or individuals subject to U.S. trade sanctions or other U.S. export control laws. Publisher represents and warrants that Publisher (i) is not located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services; (ii) is not identified as a "Specially Designated National;" by the Office of Foreign Assets Control; (iii) is not placed on the U.S. Commerce Department's Denied Persons List; and (iv) will not access or use the SoMo Services if any applicable laws prohibit Publisher from doing so in accordance with this Agreement.
- (g) Non-Solicit. Publisher may not use any information it has gained by participating in the SoMo to solicit business, directly or indirectly, from SoMo Advertisers.

15. DATA

SoMo; Service Data. In connection with the operation of the SoMo Services, SoMo may collect and receive Service Data. As between the parties herein, SoMo shall own all data generated by its software code or the interaction of End Users with the Advertising. Both parties herein will display their data collection policies.

16. Miscellaneous

- (a) Laws. Each party will comply with all applicable U.S. and foreign government laws and regulations related to its obligations and rights hereunder, including with respect to residents of the European Union, the Privacy Laws and Regulations”, Regulation (EU) 2016/679 (GDPR) ,as applicable to the Processing of Personal Information under the Agreement Privacy Laws and Regulations”, Regulation (EU) 2016/679 (GDPR), as applicable to the Processing of Personal Information under the Agreement. See the DATA PROCESSING ADDENDUM that is to be found in SoMo’s privacy policy at the website <https://somoaudience.com/legal/>.
- (b) Relationship of the Parties. The parties are independent contractors with respect to each other. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture among the parties hereto, or an employee-employer relationship. Nothing herein contained shall give, or is intended to give, any rights of any kind to any third parties.
- (c) Assignment. Publisher may not assign, transfer or delegate any of its rights or obligations under this Agreement without SoMo’s prior written consent. Any assignment or transfer in violation of the foregoing shall automatically be null and void. This Agreement inures to the benefit of and shall be binding on the parties’ permitted assignees, transferees and successors.
- (d) Force Majeure. Except for payment obligations, neither party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, internet or telecommunications failures, shortages of or inability to obtain labor, energy, or supplies, war, terrorism, riot, acts of God or governmental action, acts by hackers or other malicious third parties and problems with the Internet generally, and such performance shall be excused to the extent that it is prevented or delayed by reason of any of the foregoing.
- (e) Headings and Wording. Section headings are for reference purposes only, and should not be used in the interpretation hereof. No provision of this Agreement will be construed against either party as the drafter thereof.
- (f) Notices. All notices under the terms of this Agreement shall be given by SoMo to Publisher in writing and sent by recognized overnight courier or certified express mail, return receipt requested, confirmed electronic transmission, or delivered by hand to the address set forth in the signature line of the Cover Page. All notices under the terms of this Agreement shall be given by Publisher to SoMo via recognized overnight courier or certified mail, return receipt requested, to: SoMo Audience Corp 18 Bank St. Suite 206 Summit, NJ 07901. All notices are deemed to have been received when they are hand delivered, or three business days of their mailing, or upon confirmed electronic transmission.
- (g) Waiver. A waiver of any provision of this Agreement will only be valid if provided in writing and will only be applicable to the specific incident and occurrence so waived. The failure by either party to insist upon the strict performance of this Agreement, or to exercise any term hereof, will not act as a waiver of any right, promise or term.
- (h) Construction. This Agreement shall be fairly interpreted and construed in accordance with its terms and without strict interpretation or construction in favor of or against either party. Each party has had the opportunity to consult with counsel in the negotiation of this Agreement.

- (i) Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination will not impair or affect the validity, legality, or enforceability of the remaining provisions of this Agreement, and each provision is hereby declared to be separate, severable, and distinct.
- (j) Governing Law; Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to conflicts of laws principles. The parties agree that the federal and state courts in the County of New York, New York will have exclusive jurisdiction and venue under this Agreement, and the parties hereby agree to submit to such jurisdiction exclusively.
- (k) Counterparts. This Agreement 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. For purposes hereof, a scanned or facsimile copy of this Agreement shall be deemed to be an original. By clicking and submitting the box linked hereto, Publisher expressly agrees to be bound by this Agreement.
- (l) Entire Agreement. This Agreement constitutes the complete, final and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written representations, understandings, agreements or communications between them concerning the subject matter hereof. Any amendment to this Agreement must be in a writing signed by both parties. No Publisher's pre-printed forms, purchase orders, whether or not signed by or accepted by SoMo, will apply, and all such terms shall automatically be null and void.