

## Standard Terms and Conditions for Madden Voyage Services

These Terms and Conditions, together with the preceding quote (collectively, the "Agreement") govern the terms under which Madden Media (MM) may provide Madden's business intelligence platform to the CLIENT. References to "CLIENT" in these Terms and Conditions means the "ACCOUNT" as specified in the preceding quote.

**Term.** This Agreement shall commence on the effective date as indicated by signing and continue for a minimum period of 12-months.

Following the initial 12-month period, this agreement will renew for consecutive 12-month terms unless cancelled by the Client in writing with a minimum 30-day notice prior to renewal.

**Services and Obligations.** During the term, MM will use subscribed data feeds and CLIENT advertiser platform data to provide the CLIENT the proprietary information on the Madden Voyage Intelligence Platform.

**Professional Services Warranty.** Madden Media warrants that: (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform Professional Services, has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Professional Services in accordance with the SOW; and (b) the Professional Services will be performed for and delivered to Customer in a good, diligent, workmanlike manner in accordance with industry standards, laws and governmental regulations applicable to the performance of such services. Madden Media's ability to successfully perform such services is dependent on Customer's provision of timely information, access to resources, and participation. If, through no fault or delay of Customer, the Professional Services do not conform to the foregoing, and Customer notifies Madden Media within 10 days of delivery of the Professional Services, Customer may require Madden Media to re-perform the non-conforming portions of the Professional Services.

**Limited Rights.** Subject to the payment of all Fees and provided that You are not in breach of any obligation hereunder, MM grants You a nonexclusive, non-transferable, limited license to access and utilize the Madden Media's Business Intelligence Platform for analytics and evaluations within your business only as specified for the duration specified in the preceding quote and for no other purpose. You may extract information from the Voyage Data Sets for analyses. In no case shall you share or resell the Voyage data Sets (i.e. raw data) to partners or any other third party. The Limited License will automatically terminate, without notice, upon your breach of this Agreement (including your failure to pay any due Fees).

**Commitment and Payment Terms:** Unless otherwise agreed upon within the preceding quote, CLIENT will be billed in full upon activation. MM will invoice CLIENT for all fees under this Agreement, and CLIENT will pay MM all invoiced amounts within 30 days after the date of the invoice to MM. MM may remove any access to the Madden Voyage Platform and cancel any Agreement, if CLIENT is in default of its payment obligations. Amounts due hereunder do not include taxes or other government fees, the computation and payment of which (other than taxes on MM income) is the responsibility of CLIENT.

**Intellectual Property Rights.** The Parties acknowledge and agree that the Data Provider(s) retains intellectual property rights over the raw data transferred.

**Uses.** The CLIENT agrees that the data provided is restricted to uses for statistical, research, advertising performance and planning purposes by employees of CLIENT and MM. The CLIENT will not republish any of the Intelligence, or disclose to any third party without the written consent of MM.

**Disclaimer.** The CLIENT undertakes to understand the methodology behind the data gathering and as such, the MM holds no liability as to the accuracy of the information. The CLIENT understands that the information is gathered based on reasonable assumptions and the CLIENT holds that the information is a directional estimation.



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**Assignment:** Neither party shall have any right or ability to assign, transfer, or sublicense any obligations under this agreement without the prior written consent of the other party (and any attempt will be void), except that either party may (without consent) assign and transfer this Agreement and its rights and obligations hereunder to any successor to substantially all of its business to which this agreement relates.

**Indemnity and Hold Harmless:** CLIENT agrees to indemnify, defend, protect and hold free and harmless MM and its officers, members, directors, and employees from and against any and all liabilities, damages, costs, expenses, obligations, claims, fines, penalties or losses, including but not limited to all attorney's fees and other costs of defense, arising in any way from the fault or negligence of CLIENT, its agents, employees, and sales personnel or from the publication of any CLIENT materials supplied by CLIENT, including, without limitation, any such liability arising out of copyright, privacy, or antitrust. CLIENT shall not, however, be liable hereunder for any damages or other losses set forth above which are caused by the fault or negligence of MM.

MM does hereby indemnify and hold harmless CLIENT and its officers, members, directors, and employees from any liability, damages, costs, expenses, obligations, claims, fines, penalties or losses, including but not limited to all attorney's fees and other costs of defense, arising in any way from the fault or negligence of MM, its agents, or employees or from the publication of any material supplied by MM. MM shall not, however, be liable hereunder for any damages or other losses set forth above which are caused by the fault or negligence of CLIENT.

**Taxes:** All tax and other returns required by city, local, state or federal laws or regulations with respect to the performance of this contract or otherwise in connection with the business of MM and all payments due thereon, and all fees or other payments due in connection therewith, including generally, but not limited to, income or other tax withholding, social security, unemployment compensation, disability coverage and other taxes shall be made, filed and paid by MM, and MM shall hold CLIENT harmless from any liability with respect thereto.

In addition to the contract value, CLIENT agrees to pay any and all sales, value added and other taxes levied or assessed by any government authority by reason of this Agreement and which are at law collectible from the CLIENT. MM reserves the right to apply and charge sales tax as required by any government authority.

**Miscellaneous:** This Agreement shall be construed and controlled by the laws of the State of Arizona. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. This Agreement does not constitute an offer by MM and it shall not be effective until signed by CLIENT. MM will pay all data subscription costs directly to 3rd party suppliers.

**Independent Status:** The parties intend that an independent contractor relationship will be created by this Agreement. Nothing in this Agreement shall be construed as making the parties joint venturers or as making either party or any of its employees the employee of the other.