



TERMS & CONDITIONS

<http://www.advidvideo.com/terms>

1. **Scope.** These **Terms & Conditions** (or **Terms**) are incorporated into the online enrollment form (**Agreement**) submitted by your business (**Client, you or your**) and govern your use of the technology platform and automated dynamic video services (**Services**) provided by **Advid, LLC (Advid™, we, us or our)**. These Terms also apply to you if you are part of a group of commonly owned or operated businesses which has entered into an agreement with us on your behalf.
2. **License.** We grant you a non-exclusive, non-transferable, non-sublicenseable, revocable license during the **Service Term (or Term)** to use the Services you order, subject to your agreeing to and complying with these Terms and all applicable laws and regulations. Use of the Services constitutes acceptance of these Terms. You appoint us as your non-exclusive advertising agent during the Term and agree not to allow unauthorized third parties to access any of our Services.
3. **Billing.** The monthly recurring Platform Fee and initial monthly Ad Spend are stated in the Agreement. Subject to the minimum, you may adjust your Ad Spend on a monthly basis. Payments are due within 10 days of invoice receipt, without setoff, deduction, or delay. Late payments will accrue interest at the lesser of 1% per month or the maximum legally permitted rate. We may assess a processing fee if you pay by credit card. You are responsible for and will pay all federal, state, local or other applicable taxes (other than on our net income) that we are or in the future required to collect or pay with respect to the Services provided to you. Your payment obligations are not contingent on your receipt of any manufacturer or third party incentives or other funds. During the Term, we may increase fees upon prior notice if our costs increase; other changes, if any, are effective upon Term renewal. We may suspend any or all of aspects of the Services, upon notice, if you fail to pay all undisputed amounts owed when due. You are responsible for any collection costs, including reasonable attorney fees.
4. **Intellectual Property.** Each party retains all rights, title and interest in and to its **Intellectual Property (IP)**. IP means a party's patents, trademarks, logos, copyrights, trade secrets, and any other intellectual property. You retain copyright and all other rights you already hold in content you submit to us for use in the Services. We and/or our licensors expressly retain all rights, title, and interest to our Services, including all features and technology, and any improvements, updates, modifications or additions. Any IP produced, conceived, or otherwise developed by or for us in connection with our Services shall be our exclusive property. You may not decompile, disassemble, reverse engineer or otherwise attempt to reconstruct or create derivative products from our Services. Each party grants the other a limited, non-exclusive, revocable, non-transferable, non-sublicenseable, royalty-free license to use its approved IP solely during the Term and in connection with this relationship, as designated by and in accordance with the guidelines of the granting party, and subject to these Terms. Neither party shall remove any of the other party's trademarks, taglines, or logos.
5. **Confidentiality. Confidential Information** means all written or oral information disclosed by one party (**Discloser**) to the other (**Recipient**) identified as confidential, any information that derives from or reveals any Confidential Information, and any information that, based on its nature and the circumstances surrounding its disclosure, a reasonable person would consider confidential or proprietary. Confidential Information does not include information that: (a) was already in Recipient's possession when first disclosed by Discloser; (b) was in the public domain when disclosed to Recipient or enters the public domain through no fault of Recipient; (c) is made available by Discloser to a third party on an unrestricted, non-confidential basis; (d) was lawfully obtained by Recipient from a third party not under confidentiality obligations to Discloser; (e) was independently developed by Recipient by persons without access to or use of Discloser's Confidential Information or IP; or (f) is required to be disclosed under applicable law, provided, to the extent legally permissible, Recipient notifies Discloser prior to such disclosure to enable Discloser to seek confidential treatment. With respect to each other's Confidential Information, both parties shall: (i) maintain its confidentiality in accordance with industry standards; (ii) use it solely in connection with the Agreement; (iii) limit access to those who require it to perform their obligations under the Agreement; and (iv) require that anyone with access be subject to confidentiality requirements no less restrictive than those contained here.
6. **Data Safeguards. Personally Identifiable Information (PII)** means any information that, individually or in the aggregate, can be used to identify an individual. Each party represents and warrants that, with respect to any PII it may have access to under the Agreement, it will: (a) comply with all requirements under applicable law for maintaining its security; (b) use it only as necessary to perform its obligations under the Agreement; (c) obtain in advance all authorizations necessary to provide it to and to permit the other party to collect and use it in accordance with the Agreement; (d) not provide it to any third party unless authorized, and then only if such party is bound by compliance requirements no less restrictive than those contained here; and (e) promptly notify the other party, and any third parties required by applicable

law, in case of a breach of security and cooperate in responding to any such breach. You are responsible for posting privacy policies on customer facing applications and complying with those policies in accordance with applicable law. We make no representations that our privacy policies comply with the laws of any jurisdictions outside of the United States. If you choose to provide us with PII from outside the United States, you do so at your own risk and are responsible for compliance with any applicable foreign laws. **Client Data** means any information about your customers and prospective customers, which may include PII, and any other proprietary data stored on your systems or networks; Client Data is part of your Confidential Information. You grant us and our authorized data processing vendors (**Data Processors**) the right to access and process Client Data, on your behalf and only as necessary to provide the Services. We maintain administrative, technical, and physical safeguards to protect the security and confidentiality of Client Data, including PII, as required by applicable laws and in accordance with industry standards; we contractually require the same from our Data Processors and remain responsible to you for their actions.

7. **Term and Termination.** The Service Term is stated in the Agreement and commences upon launch. Unless otherwise agreed, the Term automatically renews for successive Terms of equal length, unless a party notifies the other of non-renewal at least 30 days prior to the end of the then current Term. Either party may terminate the Agreement: (a) for a breach by the other party not cured within 30 days of notice by the non-breaching party; or (b) immediately upon notice if the other party: (i) voluntarily commences or has instituted against it, and not dismissed within 60 days, bankruptcy or similar proceedings; (ii) makes an assignment of all or substantially all of its assets; (iii) generally fails to pay its debts when due; or (iv) dissolves or ceases to do business. We may terminate the Agreement upon 5 days' written notice if you fail to pay all amounts owed when due under any agreement with us, other than those subject to a good faith business dispute. Upon termination or expiration of the Agreement: (x) all licenses granted under the Agreement shall terminate; (y) your right to access the Services shall cease; and (z) each party shall cease using and return or destroy all of the other party's IP and Confidential Information in its possession, including all PII and Client Data.

8. **Representations and Warranties.** By Us. We represent and warrant that we will provide the Services in a professional manner in accordance with industry standards. Mutual. Each party represents and warrants that: (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation; (b) the Agreement, when executed and delivered, will constitute a valid and binding obligation of such party, enforceable in accordance with its terms; (c) the performance of its obligations under the Agreement will not knowingly violate any other agreement between such party and any third party; (d) it has obtained and will maintain all consents, approvals, licenses or other authorizations necessary to perform its obligations under the Agreement; (e) the execution and performance of the

Agreement will not conflict with or violate any laws or regulations, including, as applicable, the Gramm-Leach-Bliley Act, FTC Safeguards Rule, CAN-SPAM Act, TCPA, and federal and state Do Not Call registries; and (f) it will avoid deceptive, misleading or unethical practices that could adversely affect the performance of the other party's obligations under the Agreement or damage the reputation of the other party. By Clients. Some of our Services may be provided by third parties and/or subject to the policies and terms of search engines, websites or network publishers on which your advertisements are posted or displayed in connection with our Services, and you agree to comply with any such applicable policies and terms.

9. **Disclaimer.** We exercise no control over, and accept no responsibility for, any third party services or equipment outside our control, such as internet access and computer or network equipment, all of which are your responsibility. Accordingly, we do not warrant that the Services will be uninterrupted, secure, or error-free. You agree to cooperate to enable us to provision the Services and are responsible for reviewing all advertising materials to confirm they comply with both federal and applicable state laws and manufacturer requirements. We strive to ensure the information we provide is both accurate and compliant, however, we cannot guarantee either with absolute certainty and cannot be responsible for errors or omissions with respect to the information made available through our Services. You are responsible for making appropriate disclaimers available for consumers, including with respect to vehicle and service pricing errors. Except as expressly set forth herein, and to the maximum extent permitted by law, we disclaim all other representations and warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, system integration, data accuracy, and title.

10. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, special, consequential, punitive and/or exemplary damages of any kind arising out of or relating to the Agreement, including, but not limited to, lost profits or revenue, business interruption, or loss of business information, even if such party has been advised of the possibility of such damages. Our total liability under the Agreement shall not exceed the fees we receive during the 12 months prior to the event giving rise to the liability and your total liability shall not exceed the total amounts contracted for under the Agreement. The foregoing limitations shall not apply to confidentiality breaches or third party indemnification claims.

11. **Indemnification.** Mutual. Each party (an **Indemnifier**) agrees to indemnify and defend the other party and its subsidiaries, affiliates and assigns, and its and theirs officers, directors, members, employees and agents (the **Indemnifieds**) from and against any and all losses, liabilities, damages, or costs (including reasonable attorneys' fees) (**Losses**) incurred by the Indemnifieds resulting from a third party action, suit or proceeding (**Claim**) resulting from the Indemnifier's: (a) gross

negligence or willful misconduct; or (b) a material breach of any of its representations, warranties, and obligations hereunder. By Us. We further agree to indemnify and defend you from any Losses you incur resulting from a third party Claim that our Services infringe a US intellectual property right. In the event an infringement Claim occurs or, in our opinion, is likely to occur, we may, in our sole discretion: (i) procure the right for you to continue using the infringing service; (ii) repair or modify the service to make it non-infringing; or (iii) cancel the infringing service. If no such options are available on commercially reasonable terms, we may terminate the Agreement and refund any fees prepaid by you for Services not yet rendered. This indemnification obligation shall not apply if the alleged infringement arises, in whole or in part, from the: (x) unauthorized modification of our Services by a party other than us; (y) combination, operation or use of our Services with software, hardware or technology not provided or approved by us; or (z) unauthorized use of our Services. This Section states our entire obligation and liability with respect to any infringement Claim under the Agreement. Procedures. The Indemnifieds shall promptly inform the Indemnifier of any Claim for which they may be entitled to indemnification. The Indemnifier may direct the defense and settlement of any such Claim, with counsel of its choosing. The Indemnifieds will provide the Indemnifier, at Indemnifier's expense, with information and assistance reasonably necessary to defend and settle the Claim. The Indemnifieds shall have the right, but not obligation, at their own expense, to participate in, but not control, the defense of any Claim. The Indemnifier will not settle any Claim without the written consent of the Indemnifieds, not to be unreasonably withheld or delayed.

- 12. Non-Solicitation.** During the Term and for 12 months following termination of the Agreement, neither party, without the other party's prior written consent, shall, directly or indirectly, for itself or any third party: (a) solicit or encourage any of the other party's employees to leave their employment; (b) employ or contract with any of the other party's employees; or (c) employ or contract with any person who was employed by the other party during the prior 12-month period. This does not prohibit hiring responders to general employment ads.
- 13. Governing Law; Venue.** The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to its conflict of laws principles. Any disputes arising under the Agreement shall be submitted to arbitration by a single arbitrator, conducted by and in accordance with the rules of the American Arbitration Association, in Fairfax County, Virginia. The decision of the arbitrator shall be final and binding on all parties and may be enforced in any court of competent jurisdiction. The prevailing party shall be entitled to reasonable attorney fees. Notwithstanding the foregoing: (a) either party may seek injunctive relief from any court of competent jurisdiction; and (b) to recover unpaid fees, we may file an action in the federal or state courts located in Fairfax County, Virginia and you hereby submit to such jurisdiction

with respect to such action. The parties waive any rights to trial-by-jury.

- 14. Modifications.** We may modify these Terms by posting the revised version online at least 15 days prior to the end of the then current month, effective the 1st of the following month. Within this 15-day period, you may notify us in writing if you wish to terminate the Agreement. We may then choose to: (a) accept the notice of termination; (b) re-modify the Terms; or (c) withdraw the modifications with respect to you. Absent such notice by you, you will be deemed to have accepted the changes.
- 15. General.** The Agreement: (a) constitutes the entire agreement between us and supersedes all prior agreements with respect to its subject matter; (b) will be binding upon and inure to the benefit of the parties, their successors and permitted assigns; (c) creates no agency, partnership or employer-employee relationship between the parties; the relationship is that of independent contractors; and (d) has no third party beneficiaries (other than the Indemnifieds with respect only to the Indemnification section). If any provision in the Agreement is deemed invalid, illegal, or otherwise unenforceable, such provision shall be enforced, as nearly as possible, in accordance with the parties' intent; the remainder shall remain in full force and effect. No failure or delay by a party in enforcing the Agreement shall be construed as a waiver of any of its rights under it. No party shall be deemed in default of the Agreement if the performance of its obligations is delayed or prevented by events beyond its reasonable control, excluding payment obligations. Notices may be delivered electronically, by mail or in person, and shall be deemed served when delivered to the address specified in the Agreement; each party shall promptly inform the other of any contact information changes. The Agreement may be signed digitally online, and/or in counterparts, which together will constitute the whole Agreement. Neither party may assign the Agreement without the prior written consent of the other party, not to be unreasonably withheld, conditioned, or delayed, provided that either party may assign the Agreement upon notice to: (i) a financially solvent affiliate; or (ii) a successor-in-interest, as a result of a merger or consolidation or in connection with the sale of all or substantially all of its assets. The provisions of the Agreement that, by their nature, should survive termination of the Agreement, shall survive.