



PUBLISHER MASTER SERVICE AGREEMENT

Last Revised: May 10, 2024

This Master Service Agreement (“Agreement”) is made by and between Efficient, Inc. a Colorado company with its principal office located 12081 W Alameda Pkwy #506 Lakewood, CO 80228 (“Buyer”) and with the publisher identified on the Insertion Order subject to this Agreement (“Publisher”)

as of the date of last signature of the Insertion Order

(the “Effective Date”). Buyer and Publisher may be referred to individually as a “Party”, or collectively as the “Parties”.

RECITALS

Buyer wishes to have Publisher place ads and use other marketing methods to solicit users to call into Buyer’s designated call centers, provide Data Records of users who have provided Written TCPA Consent to be contacted by the Named Advertiser (as defined in the terms below) or transfer calls to a Buyer designated call center from users who provided Written TCPA Consent to be contacted by the Named Advertiser, on the terms and conditions provided for herein and as provided for in one or more IOs executed by the Parties. Buyer shall place orders for ads with Publisher via an Insertion Order (“IO”).

AGREEMENT

Now therefore, in consideration of the mutual consideration, promises, representations, and covenants set forth herein,

the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS. The following terms will have the meanings set forth below:

1.1. “Applicable Laws, Rules and Regulations” means all applicable foreign, federal, state and local laws, statutes, rules, regulations and policies relating to telemarketing, text messaging, lead generation, and advertising including the Federal Trade Commission Act, Telephone Consumer Protection Act (“TCPA”), Do Not Call Implementation Act, Amended Telemarketing Sales Rule (“TSR”), Federal Trade Commission (“FTC”) rules, regulations and opinions, applicable privacy and data protection laws including the California Consumer Protection Act of

2018, and rules applicable to text messaging including carrier rules such as the CTIA Messaging Principles and Best Practices, and the CTIA Short Code Monitoring Handbook, as such acts, laws, rules, regulations, policies, and/or opinions may be amended, modified or supplemented from time to time.

1.2. “Call Transfer” means the transfer of a live call from a Consenting User, where the Data Record has been verified prior to transfer.

1.3. “Consenting User” means any individual who (i) submits an application, quotation request or other form used to collect lead information in writing, or (ii) clicks on Creatives or takes another action, (iii) places a call and confirms with a written application, or (iv) receives an outbound call and agrees to be transferred to Buyer and confirms with a written application. Consenting Users may be associated with a Call Transfer, Consumer Initiated Call, and/or Data Record.

1.4. “Consumer Initiated Call” means a user initiated an inbound call to a designated call center generated by a Publisher using a Permitted Marketing Method.

1.5. “Creatives” means any advertising or marketing content, or material used in connection with this Agreement, including, without limitation, any banner or pop-up ad, any landing or marketing page, online application, email messages, postcard mail designs, or similar property presented to prospective leads by Publisher.

1.6. “Data Record” means a record of a Consenting User which includes, at a minimum, the Consenting User’s name, telephone number, zip code, date/time stamp of the Written TCPA Consent, URL of the Publisher Website, and identification of the Named Advertiser that was included in the Written TCPA Consent and e-signed by the Consenting User.

1.7. “Named Advertiser” means a person whose company name or registered DBA has been included within the consent language of the solicitation for Written TCPA Consent.

1.8. “Permitted Marketing Method” means a method, as specified in an IO, of soliciting users to place Consumer Initiated Calls and includes ads/solicitations placed on websites, print media, billboards, TV/radio, SMS, direct mail, email, or other methods and that includes a telephone number or a click to call link to a designated call center.

1.9. “Qualified Lead” means (i) a Consenting User who visits a website or other online property owned or controlled by Publisher (or one of its Sub-Publishers) and, as a result of visiting such property, submits information or completes an action as specified in an IO; (ii) a call by a Consenting User which results from their dialing or clicking on a telephone number included in Creatives or other marketing content promoting products or services offered by Publisher (or its customers’), where the call is answered and the call duration equals or exceeds the minimum call duration specified in the applicable IO, or meets some other requirement or condition of payout as described

in the applicable IO; (iii) a Consenting User’s information is collected by the Publisher on their website and is pinged to Publisher’s data lead system and, if it meets the conditional requirements for acceptance and purchase, is posted with all Data Record information in accordance with the applicable IO; and/or (iv) an outbound call resulting in a transfer of a Consenting User to Buyer. If the relevant IO does not specify the information to be submitted or action to be qualifying for a lead to be treated as a Qualifying Lead, then such lead or call shall be treated as a Qualifying Lead upon completing the

information fields customarily required for processing of an initial lead for the type of product or service specified in the IO. All Qualified Leads must be in full compliance with the terms of the applicable IO and this Agreement. A Qualified Lead may include a Consumer Initiated Call, Call Transfer, and/or a Data Record.

1.10. "Services" means the Publisher Services provided hereunder to drive Consumer Initiated Calls, Qualified Leads, Data Records, and Call Transfers.

1.11. "Written TCPA Consent" means "prior express written consent" as defined in 47 C.F.R. § 64.1200(f)(9) and interpreted by regulatory and judicial opinions, and as defined in analogous state laws and regulations, for the Named Advertiser to make marketing calls and texts to the Consenting User using an automatic telephone dialing system, automatic system for the selection and/or dialing of telephone numbers, and prerecorded or artificial voices/messages. Written TCPA Consent obtained electronically must comply with the Electronic Signatures in Global and National Commerce Act (E-SIGN Act).

2. CAMPAIGN TERMS. Each IO shall specify the campaign name, campaign type, acceptable method(s) of generating Consumer Initiated Calls and Data Records including Permitted Marketing Methods for generating Qualified Leads (Call Transfers or Data Records), the price per Qualified Lead or Consumer Initiated Call, or Data Record and payment terms, daily/monthly caps, campaign duration, and any other terms and conditions at variance with this Agreement. If there is any inconsistency between this Agreement and an IO, the terms of this Agreement shall control unless explicitly set forth in any IO that such IO terms shall prevail.

3. PUBLISHER OBLIGATIONS.

3.1. Consumer Initiated Inbound Calls. Publisher may solicit users to place Consumer Initiated Calls to a designated number using one or more Permitted Marketing Methods as specified in an IO. The Creatives/solicitations shall comply with all Applicable Laws, Rules and Regulations and all Creatives shall be reviewed by the Buyer, prior to the start date on the IO.

3.2. Qualified Leads. Publisher shall obtain Written TCPA Consent from the Consenting Users in compliance with Applicable Laws, Rules and Regulations through a Publisher's Creatives. Publisher may buy Written TCPA Consents from third parties but must provide all Creatives to Buyer prior to the start date listed on the IO and have the ability to pass Data Records prior to Call Transfer. Once approved, Publisher may not modify its practices and procedures for providing the Services unless it has secured Buyer's prior written approval to such modifications, which approval may be withheld in Buyer's sole discretion. Publisher shall collect evidence of Written TCPA Consent by using either Jornaya and/or Active Prospect's Trusted Form for each Consenting User obtained from a Publisher Creative. For Publishers using Jornaya, Publisher shall transfer the Lead ID when it delivers a Qualified Lead. For Publishers using Trusted Form, Publisher shall transfer the Certificate ID when it delivers a Qualified Lead. Publisher shall maintain an opt-out system that records TCPA Consent revocations received from Consenting

Users in conformance with the Applicable Laws, Rules and Regulations.

3.3. Data Redirection. If set forth in an applicable IO, Publisher may redirect such information described in the IO from a Consenting User to Jornaya Lead ID or Trusted Form URL Certificate provided by a Consenting User on a voluntary basis via a Creative, such information may

include Consenting User's personally identifiable information and is subject to verification via Trusted Form or Jornaya.

3.4. Data Records. For all Data Records produced hereunder, Publisher represents, warrants, and covenants the following:

(a) The customer data provided in the Data Record (the "Data") will be obtained from individuals specifically interested in obtaining information about the Named Advertiser's products or services.

(b) The Data will be collected from mediums where Publisher has included notification, through its data collection vehicles, that the individual's information is being collected for the purposes of marketing and that the individual may be contacted by insurance (if the Named Advertiser provides insurance services) or sales agents.

(c) Publisher will not provide the Data to Buyer without the Consenting User's permission.

(d) The Data will be collected from mediums where Publisher has included: (i) notification, at or before the time of collection, of the categories or personal information to be collected and the purpose for which the categories of personal information shall be used, and (ii) the ability to opt out of the sale of such personal information, each in accordance with the requirements of the CCPA and any other Applicable Laws, Rules and Regulations; and the Prospect has not opted out of the sale of their personal information.

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(e) Publisher will comply with the Quality Control Guidelines issued by Buyer and included herein as Exhibit 1.

(f) Prior to providing any Data Records to Buyer hereunder, Publisher shall provide to Buyer, for its review and consideration, all Creatives used to generate Data Records, including the Written TCPA Consent language. Publisher agrees to provide to Buyer copies of any particular Creatives used to generate Data Records upon request by Buyer. Publisher shall not use, or shall immediately stop using, a particular Creative to generate Data Records for Buyer if requested to do so by Buyer.

(g) Publisher must comply with all Do Not Call ("DNC") requests and must not deliver a Data Record to Buyer if the Consenting User has requested not to be called/texted. Publisher must immediately notify Buyer if a Consenting User revokes his or her consent after the Data Record for such Consenting User has been delivered to Buyer. Publisher must promptly and thoroughly research all DNC complaints, regardless of who makes the complaint, and provide the results of that research to Buyer within ten (10) business days of the complaint.

(h) Publisher agrees to provide to Buyer, within twenty-four (24) hours of Buyer's request, proof of Written TCPA Consent for any Data Record for which it is requested, which proof will include, but may not be limited to a valid electronic signature by the individual identified in the Data Record, screenshots of the disclaimer and Written TCPA Consent language appearing on mediums from which the Data was collected, the IP address of the source of the Data Record,

the date and time stamp indicating the time the Data was collected, the associated Jornaya or TrustedForm certifications, and all other information or evidence reasonably requested by Buyer;

(i) Publisher will notify Buyer in writing whenever it proposes to change its policies or procedures relating to collection of Written TCPA Consent from Consenting Users, and it must obtain prior written approval from Buyer before implementing those changes.

(j) Publisher will utilize record keeping systems that can establish that the Written TCPA Consent for each and every Data Record can be conclusively established under Applicable Laws, Rules and Regulations for no less than seven (7) years after each Data Record was provided to Buyer. Publisher will provide to Buyer any and all records associated with the Services requested by Buyer within three (3) business days of Buyer's request.

3.5. Publisher may not sell to Buyer Data Records purchased from a third party without the express written consent of Buyer. In the event Buyer consents to such purchase, then the third-party seller of such Data Record must contractually agree to comply with all of Publisher's obligations under this Agreement, including but not limited to the criteria identified in this Section.

3.6. Publisher may not sell to Buyer Data Records, including Call Transfers, obtained via a telephonic interaction with the Consenting User without Buyer's prior approval of the contact center location from which such telephonic interactions occur. Without limiting the generality of the foregoing, Buyer will not approve contact centers located in China, India, Pakistan, or any country subject to comprehensive United States sanctions regimes including, without limitation, Cuba, Iran, North Korea, Russia, Syria, and Ukraine (Donestk, Luhansk, and Crimea oblasts only).

3.7. Publisher will not sell, rent, lease, or otherwise make available Data Records provided to Buyer to any third party. For clarity, Data Records will be "exclusive" to Buyer. Publisher will not provide a Data Record to Buyer that is materially duplicative of a Data Record provided by Buyer in the 31 days prior to provision of the Data Record.

3.8. Publisher will not generate Call Transfers using SMS, ringless voicemail, or email campaigns without Buyer's prior written approval.

3.9. Publisher will scrub each Call Transfer against The Blacklist Alliance Litigation Firewall and at least one other industry standard vexatious litigation or known litigator list focused on identifying plaintiffs who have filed TCPA lawsuits prior to providing such Call Transfer to Buyer.

3.10. Publisher will not engage in fraud, misrepresentation, incentives, coaching, coercion, harassment, abuse, or any other conduct that Buyer determines is disreputable in its sole discretion. Publisher will not mischaracterize the transfer of a call that was initiated by Publisher

as the transfer of a call initiated by the Consenting User.

4. COMPLAINTS AND CLAIMS. If Buyer receives, in writing, a third-party complaint or claim that a user sourced from Publisher was contacted in violation of the Applicable Laws, Rules and Regulations, Buyer shall provide Publisher with a copy of the complaint/claim, except as prohibited by Applicable Laws, Rules and Regulations. Publisher shall promptly provide Buyer with proof of Written TCPA Consent and in not instance more than twenty-four (24) hours after Buyer's request. Publisher shall fully cooperate with Buyer's investigation and resolution of the complaint or claim, including, if requested by Buyer, resolving the complaint or claim itself.

5. FEES AND REPORTING.

5.1. Buyer shall pay Publisher fees in an amount equal to, on the basis of and on the payment terms specified in the IO. Unless otherwise provided for in an IO, the number and type of Qualified Leads shall be determined by Buyer, subject to the adjustments provided for in Section 5.2. Buyer shall provide access to real-time reports for the Publisher that reports the number of Qualified Leads. All fees will be based on the numbers listed in the Buyer's system or its client's finalized numbers. If Publisher does not render an invoice within six months after the month in which the

Qualified Leads were generated, Buyer shall have no liability to pay for such Services.

5.2. Publisher acknowledges that Buyer uses one or more third-party services to evaluate Qualified Leads and reserves the right to reject Qualified Leads in its reasonable discretion for any reason in accordance with this Agreement and the applicable IO and including, but not limited to, for the following reasons: (i) its age from consent to submission and the number of times the Qualified Lead was queried; (ii) the Qualified Lead appears on Buyer or its client's internal Do Not Call list or known litigator lists; or (iii) the Qualified Lead is materially duplicative of a Consenting User that was added to Buyer's database within 31 days of Publisher's transfer of the Qualified Lead to Buyer.

5.3. Buyer will have no obligation to pay for any Qualified Lead that is rejected or disqualified by Buyer or its client under this Agreement or the relevant IO. If Buyer has already paid for a Qualified Lead and Buyer or its client rejects or disqualifies the Qualified Lead for any reason within 45 days of Buyer's payment for such Qualified Lead, Publisher will, at Buyer's option, apply a credit to Buyer's account or promptly refund to Buyer the amount paid by Buyer for such Qualified Lead. If Buyer has already paid for a Qualified Lead and Buyer determines in its reasonable judgment that such Qualified Lead (i) was acquired in a manner that did not comply with Applicable Laws, Rules and Regulations, (ii) did not provide valid Written TCPA Consent for marketing calls/texts by the Named Advertiser, or (iii) did not comply with Publisher's obligations in Section 3 of this Agreement, Publisher will, at Buyer's option, apply a credit to Buyer's account or promptly refund to Buyer the amount paid by Buyer for such Qualified Lead.

6. TERM AND TERMINATION.

6.1. The Terms of this Agreement will commence on the Effective Date and will continue for the longer of a period of one year or six months after the termination of all active IOs between the parties ("Term"). Either Party may terminate this Agreement and all IOs hereunder upon seven

business days' prior written notice to the other Party. The Term shall automatically extend for twelve (12) month periods unless terminated in writing by either Party at least ten (10) days prior to the expiration of the then-current term.

6.2. If a Party receives a third-party complaint or reasonably believes the other Party's actions, advertisements and/or business operations expose it to risk or damage to its business reputation, that Party may, in addition to any other right or remedy under this Agreement, suspend this Agreement immediately, until such situation can be reasonably resolved.

6.3. All terms and conditions of this Agreement that, by their sense and content, are intended to survive the expiration or termination of this Agreement, shall survive, regardless of the reason of such expiration or termination of this Agreement, including, without limitation, a Party's indemnification obligations.

7. CONFIDENTIALITY.

7.1. The terms of this Agreement and any information (written, verbal or otherwise) provided by the Parties hereunder or in connection herewith shall be deemed to be confidential. Without limiting the generality of the foregoing, confidential information shall include this Agreement's terms, information relating to the Consumer Initiated Calls and Qualified Leads, and other information disclosed by one Party to the other which by its nature would reasonably be considered confidential or proprietary. Neither Party shall at any time disclose any of the terms of this Agreement, nor any information shared pursuant hereto, to any third-party except to professional advisors of either Party subject to a confidentiality obligation or as otherwise authorized under this Agreement or as may be required by applicable law or to enforce this Agreement, during the term of this Agreement, and for a period of three years thereafter.

7.2. The foregoing confidentiality provisions shall not apply where the receiving Party can demonstrate that the information: (i) was previously known to the receiving Party at the time of disclosure, free of any obligation to keep it confidential; (ii) became publicly known through no wrongful act or omission of the receiving Party; (iii) was rightfully received from a third-party who was not bound under any confidentiality provisions; (iv) was disclosed pursuant to judicial order, requirement or request of a governmental agency or by operation of law; (v) was disclosed to a third-party as authorized by this Agreement; or (vi) was independently developed without use of any information subject to Section 7.1 above. The Parties hereby acknowledge that either Party may disclose this Agreement to the extent necessary to comply with filing requirements, if any, of the Securities and Exchange Commission.

7.3. The Parties agree that monetary damages for breach of this section may not be adequate and that the non-breaching Party shall be further entitled to seek injunctive relief.

8. REPRESENTATION AND WARRANTIES.

8.1. By Both Parties. Each Party represents and warrants to the other that it has full power and authority to enter into this Agreement. The execution, delivery and performance by such Party of this Agreement will not materially breach any agreement by which such Party is bound, or

violate Applicable Laws, Rules or Regulations, or violate the intellectual property rights of any third-party.

8.2. Publisher Representations and Warranties. Publisher represents and warrants to Buyer that the Services, the provision of Qualified Leads, Consumer Initiated Calls, the Publisher websites, and Publisher call centers and the operation thereof and the means used to acquire Written TCPA Consent comply with Applicable Laws, Rules and Regulations and do not involve harvesting, and/or any other deceptive or illegal acts or practices or infringe on the third-party intellectual property rights of any third-party. The Consenting Users have consented within the meaning of the TCPA and other Applicable Laws, Rules and Regulations to receive text messages and/or telemarketing calls from the Named Advertisers as contemplated by this Agreement. The Qualified Leads were acquired in compliance with Applicable Laws, Rules and Regulations and none of the Qualified Leads were obtained from third-parties or through harvesting and/or any other deceptive or illegal acts or practices. Publisher has the right to provide the Services and transfer the Qualified Leads to Buyer and Buyer's use thereof will not violate the intellectual property rights of any third-party or violate Applicable Laws, Rules and Regulations. Publisher further represents and warrants that Publisher is customarily and regularly engaged in providing the services contemplated in this Agreement, and that any personnel used by Publisher in the course of performance of this Agreement and any IO are engaged in a manner compliant with all Applicable Laws, Rules and Regulations.

8.3. Buyer's Representations and Warranties. Buyer represents and warrants to Publisher that Buyer will use the Consumer Initiated Calls, Qualified Leads, Data Records and Call Transfers in compliance with Applicable Laws, Rules and Regulations.

8.4. Buyer's Privacy Compliance. Buyer will use the Qualified Leads for the limited purpose of reselling such Qualified Leads to its clients of their use and related business purposes such as analytics, bookkeeping, research and development, and meeting its legal obligations. Buyer will provide the same level of privacy protection to Qualified Leads as is required for data controllers/businesses under applicable privacy laws and regulations. Publisher may use reasonable methods, at Publisher's expense and after providing at least thirty (30) days advance written notice to Buyer, to monitor and audit Buyer's compliance with applicable privacy laws and regulations related to its use of Qualified Leads. Buyer will provide written notice to Publisher if Buyer determines it is no longer capable of complying with applicable privacy laws and regulations related to its use of Qualified Leads. Upon receipt of such notice, or after conducting monitoring and auditing pursuant to this section, Publisher may take reasonable actions, at Publisher's expense and after providing at least ten (10) days advance written notice to Buyer, to stop and remediate Buyer's noncompliant use of the Qualified Leads.

8.5. No Other Representation and Warranties. Except as set forth in this Agreement, neither Party makes any warranty whatsoever, either express or implied. All Services are provided on an "as is" basis. Both Parties expressly disclaim any and all warranties which could be implied in contract, in law or in equity, including but not limited to any implied warranty of merchantability or fitness for a particular purpose, or any dealing or course of performance, including, without limitation any warranty regarding correctness, quality, accuracy, completeness, reliability, or performance.

9. INDEMNIFICATION.

9.1. Publisher hereby agrees to indemnify, defend and hold harmless Buyer, its parent, subsidiary, and affiliated companies, and their respective officers, agents, directors, employees and authorized representatives (collectively, "Indemnified Party") from and against any claims, suits, investigations, costs, losses, liabilities and expenses, including court costs, reasonable expenses, and reasonable attorneys' fees ("Losses") arising out of, as a result of, or in connection with the Publisher's (i) failure to obtain and prove Written TCPA Consent for communications by a Named Advertiser, (ii) failure to comply with all Applicable Laws, Rules and Regulations, (iii) breach of any duty, representation, warranty or covenant under this Agreement, or (iv) gross negligence or willful misconduct. If the Losses are based on (i) above, and Publisher provides proof of Written TCPA Consent satisfactory to Buyer in its reasonable discretion, Publisher will be relieved of its obligations to indemnify, defend, and hold harmless the Indemnified Party with respect to such Losses.

9.2. Indemnified Party shall promptly notify the other Party ("Indemnifying Party") in writing, of all such claims for which indemnification is sought; however, failure to provide prompt notice will not relieve the Indemnifying Party of its obligations hereunder except to the extent such delay results in material prejudice to Indemnifying Party's defense of the claim. The Indemnifying Party shall have sole control over the defense and any settlement of such claims using legal counsel reasonably acceptable to the Indemnified Party; provided, however, that the Indemnifying Party may not agree to any settlement that could adversely affect the rights or interest of the Indemnified Party or does not include a full release of the Indemnified Party without the Indemnified Party's express written consent. The Indemnified Party may engage counsel of its own choosing and at its expense to monitor and assist in the defense of any claim. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of the claim at the Indemnifying Party's expense.

9.3. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY INDEMNITY GRANTED TO A PARTY IS GIVEN REGARDLESS OF CAUSE INCLUDING WHO MAY BE AT FAULT OR OTHERWISE RESPONSIBLE UNDER ANY CONTRACT, STATUTE, RULE, OR THEORY OF LAW, AND INCLUDING WITHOUT LIMITATION, THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OF ANY INDEMNITEE, WHETHER ACTIVE OR PASSIVE, STRICT LIABILITY, LATENT, PATENT, OR PRE-EXISTING DEFECTS OR CONDITIONS, AND EVEN THOUGH THE INDEMNITOR MAY BE PROTECTED FROM DIRECT SUIT BY STATE WORKERS' COMPENSATION LAWS OR ANY OTHER WORKERS' COMPENSATION LAWS. NOTWITHSTANDING THIS PARAGRAPH, NO INDEMNIFYING PARTY UNDER THIS CONTRACT SHALL BE LIABLE TO AN INDEMNIFIED PARTY TO THE EXTENT OF CLAIMS CAUSED BY THE INDEMNIFIED PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10. LIMITATION OF LIABILITY. Excluding the a Party's obligation under Section 9 hereunder, in no event will either Party be liable for any consequential, indirect, incidental, punitive, special or exemplary damages whatsoever, including without limitation, damages for loss of profit, business interruption, loss of information, and the like, incurred by the other Party arising out of this Agreement. Any cause of action arising from or in connection with this

Agreement shall be asserted within one year of the date upon which such cause of action occurred, or the date upon which the complaining Party should have reasonably discovered the existence of such cause of action, whichever is later. In no event shall Buyer be liable to Publisher in an aggregate amount exceeding the total amount of fees paid to Publisher in the twelve (12) months preceding the facts giving rise to the liability.

11. NOTICES. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed received: (a) if given by facsimile transmission, when transmitted to the facsimile number specified herein and machine generated confirmation of receipt is received; (b) if by email, when transmitted to the email address specified herein and the recipient acknowledges receipt; or (c) if by overnight courier service or registered or certified mail or personal delivery, when received or delivery is refused. Notices to Publisher may be made to the then-current contact information in Buyer's records for Publisher. Notices to Buyer shall be made to vince@ifficient.com or to Ifficient, Inc., Attn: Vince Villani, 12081 W. Alameda Pkwy, #506, Lakewood, CO 80228.

12. MISCELLANEOUS.

12.1. Waiver. The failure of either Party to insist upon or enforce performance by the other Party of waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather the same will be and remain in full force and effect.

12.2. Relationship of the Parties. The Parties to the Agreement are independent contractors. Neither Party is an agent, representative, partner or employee of the other Party. Neither Party will have any right, power, or authority to enter into any agreement on behalf of or incur any obligation or liability of or to otherwise bind the other Party. The Agreement will not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

12.3. Survival. Any obligations which expressly or by their nature are to continue after termination, cancellation, or expiration of the Agreement shall survive and remain in effect after such happening.

12.4. Construction; Severability. Each Party acknowledges that the provisions of this Agreement were negotiated to respect an informed, voluntary allocation between them of all the risks (both known and unknown) associated with the transactions contemplated hereunder. Further, all provisions are inserted conditionally on their being valid in law. If any provision of the Agreement conflicts with the law under which the Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the Parties to the Agreement: (i) such provision will be restated to respect as nearly as possible the original intentions of the Parties in accordance with applicable law; and (ii) the remaining terms, provisions, covenants, and restrictions of the Agreement will remain in full force and effect.

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

12.6. Entire Agreement. This Agreement constitutes the entire and only Agreement and supersedes all prior agreements, whether written, verbal, express, or implied, of the Parties with respect to the transactions set forth herein.

12.7. Amendment. This Agreement may be amended or modified only by a written instrument signed by both Parties.

12.8. Assignment. Neither Party to the Agreement shall sell, transfer, or assign the Agreement or the rights or obligations hereunder, other than to a parent or wholly owned subsidiary, without the prior written consent of the other Party. Notwithstanding the foregoing, Buyer may assign this Agreement to any affiliate or to any surviving entity in the event of a merger or combination or to the acquirer in the event of a sale of all or substantially all of Buyer's assets.

12.9. Headings. The captions and headings used in the Agreement are inserted for convenience only and will not affect the meaning or interpretation of the Agreement.

12.10. Counterparts. The Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document.

12.11. Governing Law, Jurisdiction and Venue. This Agreement will be governed by the laws of the State of Colorado, without giving effect to its conflicts of law principles. Except to the extent necessary to confer jurisdiction upon a court to award injunctive relief reasonably requested by one of the Parties, in the event of any legal action between the Parties relating to this Agreement, the Parties hereby consent to exclusive jurisdiction and venue in the state and federal courts in Jefferson County, Colorado.

12.12. Contract Interpretation. For purposes of contract interpretation, including resolution of any ambiguity, the Parties acknowledge that this Agreement was prepared jointly and therefore the terms of the Agreement should not be strictly construed against either Party.

12.13. Effectiveness. This Agreement will become effective when all Parties have signed the first IO hereunder.

Exhibit 1 - Quality Control Guidelines

These Quality Control Guidelines are designed in order to help ensure quality. The following Quality Control Guidelines must be fully complied with in order for an activity to be deemed a Qualified Lead:

1. Qualified Leads may not come from computer-generated sources, such as robots, spiders, computer scripts or from other automated, artificial or fraudulent methods including, without limitation, the use of any spyware, adware, device, program, iFrames, redirects or other automated, artificial or fraudulent methods designed to appear like an individual, real live person.
2. Qualified Leads may not be processed or entered by anyone other than the consumer named in the subject Lead. Publisher's call center operations are exempt from this requirement so long as the applicable call center operator(s) speak(s) directly with the consumer named in the subject Qualified Lead.
3. Qualified Leads may not come from persons that did not express an interest in receiving information associated with the applicable product and/or service being marketed, or from persons misled or deceived into calling or completing a web lead form.
4. Qualified Leads may not contain false, incomplete or inaccurate information.

5. Qualified Leads may not be obtained using misleading or confusing language that is used to encourage persons to submit their contact information.
 6. Unless otherwise agreed to by Buyer and memorialized in the IO under "Additional Terms," Qualified Leads must be delivered to Buyer in real-time.
 7. Unless prior written authorization is provided by Buyer, Qualified Leads may not be incentivized (including, without limitation, generated by offering incentives, payments, rebates, sweepstakes entries, prizes or other things of value intended to increase conversion rates).
 8. Qualified Leads may not be generated in connection with any Publisher websites or Creatives that are oriented toward, show or promote: (a) the use of alcohol, tobacco or illegal substances, nudity, sexually explicit material, pornography, profanity, adult-oriented content, expletives or inappropriate language;
(b) illegal or unethical activity, deceptive acts, racism, hate, material that promotes violence, "spam," mail fraud, gambling, pyramid schemes, investment opportunities or illegal advice; (c) libelous, defamatory, infringing, false or misleading content, or other content that is contrary to public policy;
(d) content that may expose Buyer and/or its clients to negative publicity; (e) piracy (of software, videos, audio/music, books, video games, etc.) hacking/cracking/phreaking, emulators/ROMs, or distribution of copyrighted materials; (f) content that violates the rights of others, such as intellectual property or privacy rights; (g) activities generally understood as Internet abuse including, but not limited to, the sending of unsolicited bulk electronic mail; and/or (h) content that is otherwise offensive or inappropriate in Buyer's sole discretion.
 9. Qualified Leads may not be used by Publisher or otherwise sold to, shared with or distributed to, other buyers, lead aggregators, vendors, wholesale operations, retailer buyers or other third parties.
 10. Qualified Leads may not be misclassified (for example, a roofing Qualified Lead is not a Qualified Lead if the consumer expressed an interest in a plumbing product and/or any service other than a roofing (product and/or service)).
 11. The Consenting User must be eighteen (18) years of age or older.
 12. Qualified Leads obtained through the use of Craigslist or other similar online classified ad websites may not be misleading in any way including, without limitation, any strategies that redirect persons to landing pages for purposes not clearly referenced or fully explained in the Creative.
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Printed Name : _____

Title : _____

Signature : _____

Date : _____

Publisher

Printed Name : _____

Title : _____

Signature : _____

Date : _____