

CONFERENCE SPONSORSHIP TERMS AND CONDITIONS

These Conference Sponsorship Terms and Conditions (this “**Agreement**”), effective as of the date both Parties have executed the event-specific Accepted Insertion Order (as defined below) (the “**Effective Date**”), is entered into between BTC Media, LLC, a Delaware limited liability company, located at 438 Houston Street, Suite 257, Nashville, TN 37203 (“**Host**”), and the sponsor set forth on the Insertion Order, (“**Sponsor**”, and together with Host, the “**Parties**”, and each, a “**Party**”). With this agreement, Host hereby grants to the Sponsor, and Sponsor hereby accepts, all rights and benefits associated with the Sponsorship as described below and in accordance with its Sponsorship Type (the “**Sponsorship Type**”) of the Host’s conference (including any official ancillary activities, such as hackathons, meals, or parties, collectively the “**Conference**”), each as itemized in the Insertion Order.

1. Terms and Conditions.

1.1. Sponsorship. Host shall use commercially reasonable efforts to provide to Sponsor the sponsorship rights, benefits and services according to Sponsorship Type detailed in this Sponsorship Agreement and itemized in the Insertion Order Exhibit A, including (a) sponsorship of Host’s Conference; (b) online advertisements and branding materials on and in Host’s online and/or print publications and collateral and/or its related email marketing lists and social media accounts (the “**Conference Website**”), and (c) any merchandise or physical branding, such as charging stations (together, as set forth on the Insertion Order, the “**Sponsorship**”).

1.2. Binding Agreement. By placing an order, the Sponsor (which is the entity placing the order for the Sponsorship whether it is the advertiser/sponsor of the product or service referred to in the Sponsorship or the advertising agency or media buyer for such advertiser/sponsor) accepts and agrees to be bound by these terms in full.

2. Sponsorship Benefits.

2.1. Marketing and Advertising. Host will provide Sponsor with Conference-related branding, integrated into pre-Conference and Conference promotion and scheduling according to specifications of the Sponsorship Type. Branding may include (but not be

limited to) banners, signage, collateral materials representation, branded materials seat-drop and branded meeting space as well as inclusion in advertising material used to promote the Conference. Sponsor may also be promoted via Host publications and the Conference Website and the Conference guide (printed program). Such promotions will be delivered at the sole discretion of Host unless otherwise specified. Sponsor agrees to deliver its company logo and speaker information by the deadlines provided in order to be included in promotional initiatives.

2.2. Conference Website. If specified by I/O, Sponsor will have the opportunity to provide information about Sponsor's company, or any products/services offered by the company, and/or any speakers provided by the company, for inclusion on the Conference Website. Such information will be included as feasible at the sole discretion of the Host.

2.3. Exhibit Space/Booth. If the Sponsorship includes exhibit space, Host will provide all exhibit fixtures and display materials, unless otherwise agreed in writing. Sponsor agrees that no other company other than Sponsor's will be present in or represented by booth. Sponsor acknowledges that Third Parties are essential to conference booth set-up, maintenance and operation and Sponsor shall not hold Host liable for any actions or inactions taken by any Third Party.

2.4. Meeting Room. If Sponsorship Type includes private meeting space, Host will provide Sponsor with branded meeting space. Additional specialty furniture, signage, food and beverage, and adjustments to space (other than relocation of space) will be arranged by the Sponsor, at the Sponsor's expense.

2.5. Registration Discount. Host may provide Sponsor with complimentary passes for the event and a discounted registration rate for any additional attendee registrations, according to the specifications of Sponsorship Type itemized in the Insertion Order. Discounts will not be offered for onsite registration.

3. Sponsorship Materials and Content.

3.1. Deadline. Sponsorship Materials must be provided no later than the deadline specified by Host and meet technical specifications required.

3.2. Standards. Sponsor represents and warrants to Host that any landing page and/or destination site linked to or referred to from Sponsorship materials ("**Sponsor's Site**"),

or any collateral materials, promotional materials, publicity or information materials produced by Sponsor relative to the Conference will (a) be decent, honest and truthful, (b) comply with the provisions of any applicable law, regulation or code of practice, (c) not be libelous or obscene, (d) not infringe the rights of any person (including any person's intellectual property rights); (e) not be prejudicial to the image or reputation of Host or the Conference; (f) be free from viruses, adware, malware, and/or bit torrents, (g) not cause an adverse effect on the operation of the Conference Website, and (h) have a conspicuous privacy policy which complies with all applicable data protection and privacy laws, regulations and codes of practice.

3.3. Host Approval Rights. Host reserves the right to request Sponsor to amend any conference and/or sponsorship materials including online content, collateral materials, signage, handouts, giveaways and/or booth activities if not in the best interest of the conference. If, after notice to Sponsor and consultation with Sponsor, any of the above materials are still determined in Host's sole discretion to be outside the best interest of the event, Host has the right to veto materials.

3.4. Removal for Nonpayment. Host may refuse to serve, or execute in any way, any Sponsorship for any Sponsor who has not paid any sums due for any Sponsorships. The Sponsor will remain responsible for all outstanding charges.

4. Lodging.

4.1. Conference Hotel. If so indicated on the Insertion Order, Sponsor agrees to book lodging for their registered representatives at the Host's official hotel, based on availability. The official hotel offers premium amenities, discounted rates and the best networking opportunities. Reserving with the Host's room block will help effectively control attrition and penalty fees, which directly benefits Host's sponsors and exhibitors.

4.2. Discounts. Lodging reservations are available and often offered at a discounted rate, depending on availability, to registered attendees, sponsors and exhibitors. Should you receive communication from an outside company claiming to represent Host, the Conference, or the conference Hotel, please forward their contact information to Host.

5. Trademarks/Approvals. Each party hereby grants the other permission to use its trademarks solely in the performance of the Agreement. Any inclusion of the trademarks for use in creative materials, graphics, artwork, copy or press releases not specifically

defined herein, must be pre-approved in writing by the owner of the trademark. Both parties acknowledge and agree that such trademarks are and shall remain exclusive property of the owner, and this Agreement does not confer any right or interest in such trademarks, except as specifically provided herein.

6. Third Party Advertising Networks. If requested by Sponsor, Host may utilize third-party advertising networks ("**Third-Party Networks**") for the publication of Sponsorships. Sponsor appoints Host as its attorney in fact to enter into any agreements required by the Third-Party Networks, and to place Sponsorships on the Third-Party Networks. Sponsor agrees that Sponsor will be liable for the costs and fees associated with the utilization of Third-Party Networks, the cost of which shall be included in the cost of the Sponsorship. Sponsor acknowledges that Host has no control over the Third-Party Network's use of the Sponsorship, and that Sponsor will not hold Host liable for any actions or inactions taken by a Third-Party Network.

7. Host Liability.

7.1. Delivery Responsibility. Host will make every good faith effort to timely receive and process Sponsor materials. Sponsor is responsible for delivery of all conference materials to Host including but not limited to reference materials, digital materials, display materials and collateral to Host and/or Host's designated conference delivery receipt site or address. Host accepts no responsibility for any interruption or delays the Sponsor experiences in delivering any Sponsorship materials to Host nor any loss or damage to any Sponsorship materials. The Sponsor accepts full responsibility for retaining sufficient quality and quantity of all materials supplied to Host as well as any protection for damage or loss of said materials.

7.2. Reproduction of Sponsor Materials. Host shall make all good faith efforts to reproduce sponsor materials as needed for the event according to reasonable commercial practice industry standards. Host shall employ and adhere to these standards to reproduce Sponsorship logos and other design elements intended for use in conference banners and promotion and any other agreed-upon materials as provided by the Sponsor. But Host cannot guarantee results and Sponsor accepts and agrees that results shall not be guaranteed because final materials production involves Third Parties over whom Host has no control and accepts no liability.

7.3. Access to Sponsor Materials. Host will make all reasonable best-practice commercial efforts to assure continuous, uninterrupted access to Sponsorship materials on the Conference Website, but due to the number of technological factors outside control of Host, Host does not guarantee continuous, uninterrupted access by users. In addition, Host will not be responsible for any failure or delay affecting production, publication or the transmission of the Conference Website and any Sponsorship materials contained in them, in any manner where such failure or delay results from any act, omission, interruption, fault or other condition beyond reasonable control of Host.

7.4. Timing and Position. Host shall make all good faith efforts to position Sponsorship components to Sponsor's satisfaction but cannot guarantee the time, dates and/or position of Sponsorship components, and all such decisions will be at the sole discretion of Host. However, Host will use commercially reasonable efforts to comply with the wishes of the Sponsor. When and if Sponsor requests last-minute changes, Host will still use commercially reasonable best efforts to implement said changes but cannot guarantee results and Sponsor accepts that results are not guaranteed.

7.5. Alternative Packages. Host will make a good faith effort to offer an alternative sponsorship package if a Sponsorship is not executed at all solely due to a mistake or cancellation on Host's part. If the alternative package is not accepted, the Sponsorship will be cancelled, and the Sponsor shall be entitled to a refund, as set forth in **Section 13**. This shall be the Sponsor's sole remedy for failure to execute the Sponsorship.

7.6. Host Maximum Liability. Host shall not be responsible, under any circumstances, for any loss of profit, loss of opportunity, loss of goodwill, loss of anticipated savings, loss of revenue and/or any other loss which happens as a side effect of the main loss suffered by the Sponsor or any loss which could not be contemplated by Host and the Sponsor. Host's maximum total liability for any loss or damage arising out of or in relation to any Sponsorship whether in contract, tort or otherwise shall not exceed the total amount of the charges calculated in USD value at time of payment for the relevant Sponsorship actually paid by or on behalf of the Sponsor, subject to **Section 13 "Cancellations and Refunds"** of this Agreement.

7.7. Breach of Contract. Host and Sponsor agree that should either Party in good faith believe they have grounds for a claim of breach of contract, 30 days notice of said

breach will be provided in writing to the breaching Party by the injured party. Breaching party shall then have 30 days to cure breach and no breach shall have occurred should breaching party cure within 30 days.

7.8. Consumer Rights. Nothing in these terms and conditions shall affect the statutory rights of a Sponsor who is a consumer.

8. Sponsor Liability.

8.1. Sponsor Responsibility for Losses. Sponsor accepts full and sole responsibility for tangible and intangible losses resulting from Sponsorship, unless loss results from breach of contract on part of Host that has not been cured within 30 days of notice by Sponsor of potential breach as per **Section 7.7** above.

8.2. Reimbursement. The Sponsor shall fully reimburse Host for all losses or expenses arising as a result of any breach or failure of Sponsor to perform on any of the terms of the I/O and this Agreement.

8.3. Basis for Reimbursement Payments. Any and all reimbursements from Sponsor to Host shall be calculated in USD and based on value of loss at time of loss in USD.

9. Advertising Agencies.

9.1. Applicability. The provisions of this Section 9 shall apply if Sponsor has indicated on its Insertion Order that the Host shall invoice the Ad Agency or if Sponsor's order is placed by Ad Agency (as defined below). All terms and conditions of this Agreement, including terms of liability and refunds per **Sections 7, 8 and 13**, shall apply to any and all Advertising Agencies acting on behalf of Sponsor under this Section 9.

9.2. Use and Obligations of Advertising Agency. Any obligation of Sponsor pursuant to this Agreement may be satisfied by any advertising or media agency set forth on an Accepted Insertion Order and duly appointed by Sponsor to act on Sponsor's behalf (the "**Ad Agency**") and shall be deemed to be an obligation of Sponsor and the Ad Agency. Additionally, any right of Sponsor pursuant to this Agreement may be exercised by the Ad Agency and shall be deemed to be a right of Sponsor and the Ad Agency.

9.3. JOINT & SEVERAL LIABILITY BETWEEN SPONSOR AND AGENCY. SPONSOR AND AD AGENCY SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL AMOUNTS DUE UNDER THIS AGREEMENT. SPONSOR SHALL PROVIDE HOST WITH EVIDENCE OF AD AGENCY'S ACKNOWLEDGEMENT OF THIS PROVISION

AND AGREEMENT TO BE HELD JOINTLY AND SEVERALLY LIABLE WITH SPONSOR FOR ALL AMOUNTS DUE UNDER THIS AGREEMENT. Notwithstanding the foregoing, this Section 9.3 shall not apply to affiliates of Host.

10. Rights.

10.1. Ownership. Host owns the copyright in all Conference Website materials written or designed by it or on its behalf, and the content, layout and format of the Website will be subject to variation at Host's sole discretion.

10.2. Grant of Rights. The Sponsor grants Host (free of charge), in any and all media or form of communication whether now existing or hereafter developed, for the purpose of promoting Host conference events: (1) the non-exclusive worldwide right to use, transcribe, publish, reproduce, distribute, or display Sponsor's presentation(s), as presented in the Conference, alone or in conjunction with other materials; (2) the non-exclusive right to use the name, likeness and biography of Sponsor-provided speakers in connection with the advertising, publicity and promotion of Sponsor's presentation(s), the Conference, and/or Host and its events.

11. Insertion Order Terms. All Sponsorships are accepted on the basis that they will be paid according to terms, plus any additional processing fees (such as credit card or bitcoin processing fees) set forth on the Insertion Order or charged by Host's payment processors. Sponsor acknowledges that cryptocurrency values, exchange rates and processing fees are subject to change at any time and therefore, processing fees may vary depending on how Sponsor chooses to pay and Host is not responsible for such variations. Further, Sponsor acknowledges that, while Host will make reasonable commercial effort to project conference costs in advance for the purposes of preventing changes in Sponsorship costs and fees, factors beyond Host's control may dictate such changes under rare circumstance. Sponsor acknowledges and accepts that after receiving this Agreement and prior to executing said Agreement, associated fees may change and thus updates to Agreement may be necessary at time of execution. In addition, after execution, factors outside of Host's control may impact Sponsorship fees. Host will in the latter case notify Sponsor of any pending issues that may increase fees, and reach mutual agreement with Sponsor before additional fees are assessed.

12. Payment Policies.

12.1. Payment Terms and Due Dates. Unless otherwise set forth in the Insertion Order, Host will provide Sponsorship services on a prepayment basis only, with 100% of the total agreed payment due in full no later than 30 days after execution of contract. If Sponsorship agreement is executed less than 60 days in advance of conference, payment will be due upon execution due to the necessary advance deadlines for timely order of promotional materials. BTC invoices are due upon receipt unless specified otherwise. You are encouraged to review your invoice as soon as possible after receipt. We require that you contact your customer service rep and our billing department at billing@btcmedia.org in writing with any questions or concerns about any invoice, paid or unpaid, within 30 days of receiving the invoice. The Parties shall seek to resolve all disputes expeditiously and in good faith.

12.2. Processing Fees. Prices quoted on I/O are before any fees associated with your selected payment method, e.g. credit card processing fees, Bitcoin processing fees or your bank's transfer fees.

12.3. Finance Charges. All delinquent invoices will incur a 2% monthly finance charge. Any collection fees incurred will be added to the invoice. If you have a delinquent balance, we reserve the right to suspend all services until your account is paid in full.

12.4. Denominations. Invoices from Host to Sponsor are denominated in USD but customers often pay in bitcoin, and occasionally, after bitcoin experiences a price increase, they ask for a refund of their (now more valuable) bitcoin. Please note, if Sponsor pays in cryptocurrency, such as bitcoin, Sponsor accepts the risk of currency fluctuations. Any Media Services credits will be calculated as the lesser of: the USD value of the cryptocurrency at the time it was made, or the actual number of cryptocurrency paid, at BTC Media's sole discretion.

13. Cancellations and Rescheduling.

13.1. Cancellation by Host. By signing this Agreement you are committing to participate in Host's events calendar, including in your commitment an agreement to any unavoidably necessary changes in conference scheduling due to pandemic, other natural or man-made disasters, or any other *force majeure* events beyond the control of the Parties. Should Host be unable to honor your commitment to the initial dates of your sponsored event, you agree that your sponsorship will be rescheduled for an upcoming

event as available and at discretion of Host. No monetary or in-kind refunds will be issued by Host. No sponsorship reschedule will take place without notification to you, and all reasonable effort will be made by Host to reschedule your sponsorship at an event time and place satisfactory to you.

13.2. Cancellation by Sponsor. Sponsor cancellation occurring in excess of 60 days preceding the Conference shall entitle the Sponsor to a 50 percent refund to be paid in BTC Media Services credit to be determined in the sole discretion of BTC Media, and which may in our discretion constitute a transfer of sponsorship to our next scheduled event. Cancellation at discretion of Sponsor occurring less than 60 days in advance of Conference shall not entitle the Sponsor to any refund. BTC Media may in this instance treat the order as cancelled, meaning no Sponsorship will be effective at the event and no refund will be due or paid. The latter will be the case should you become insolvent or bankrupt or are otherwise in breach of the terms of this Agreement. BTC Media reserves the right to assess and invoice any out-of-pocket expenditures on behalf of your company and sponsorship that are not covered by your payments at date of cancellation, with invoices due upon receipt. In the event additional charges are justified and necessary, Host will provide supporting documentation to Sponsor. Sponsor shall not be liable for third-party costs incurred by Host in conjunction with sponsorship when event is cancelled by Host.

14. Force Majeure. Host shall not be liable for any delays in performance, cancellations, or losses hereunder due to circumstances beyond its control including, but not limited to, acts of nature, acts of governments, delays in transportation, and delays in delivery or inability of suppliers to deliver.

15. Miscellaneous. A person who is not a party to these terms has no right to rely upon or enforce any of the terms. If Host fails or delays in exercising its rights or remedies provided by these terms, it shall not be deemed to have waived any right or remedy under these terms. Nothing in these terms shall be deemed to constitute a relationship of principal and agent, a partnership, joint venture, or co-ownership. Neither party shall have the authority to act for, bind or otherwise create or assume any obligation on behalf of the other, nor neither party shall hold itself out as having authority to do the same. These terms and the documents referred to in signed I/O replace all previous

agreements between the Sponsor and Host, and constitute the entire agreement between the Sponsor and Host in respect of the Sponsorships. To the maximum extent permitted by law, other than as set out in these terms, all warranties and representations, whether express or implied, are excluded. These terms (and any noncontractual obligations arising in connection with them) shall be governed by Delaware law and the courts sitting in Davidson County, Tennessee will have exclusive jurisdiction in relation to these terms (and any noncontractual obligations arising in connection with them).

16. Assignment. Anything in the Agreement to the contrary notwithstanding, Sponsor shall not assign the Agreement to any other entity, including an entity which affiliates or merges with or acquires it, except when such assignment is approved in advance by the Host in writing, which approval may in its sole discretion grant or deny.

17. Applicability to Subcontractor. Sponsor shall ensure that its subcontractors performing hereunder also adhere to the applicable provisions of this Agreement.

18. Representations and Warranties. The Sponsor hereby represents and warrants to Host: (a) that the Sponsor or its agent has the full right, power, and authority to enter into this Agreement and to grant the rights herein granted; (b) that any materials supplied by the Sponsor for use in connection with the Conference do not and will not contain anything that is libelous, that infringes or violates any copyright, trademark, right of privacy, or other right of any kind of any person or entity or the publication of which will otherwise give rise to legal cause of action; (c) that neither the Sponsor nor any of the Sponsor's representatives has given or will give the Host any material that the Sponsor and/or the Sponsor's representative knows or should know is false or materially misleading; (d) the Sponsorship will not be prejudicial to the image or reputation of Host or the Conference Website, and will not contain anything that Host in good faith considers to be offensive or otherwise inappropriate; (e) all Sponsorship materials submitted for publication online will be free of any viruses, adware, malware, bit torrents, and will not cause an adverse effect on the operation of the Conference Website; (f) Where the Sponsor is an advertising agency or media buyer, the Sponsor represents and warrants that it is authorized by the advertiser of a product or service to arrange the Sponsorship with Host and the Sponsor will indemnify and hold Host

harmless against any claim made by such advertiser against Host.

19. Waivers and Indemnification. Sponsor and Host mutually waive all claims against each other for any injuries, damages, losses or claims, whether known and unknown, which arise during or resulting from its participation in the Conference, regardless of whether or not caused in whole or part by the negligence or other fault of the other party. Sponsor and Host releases and forever discharge each other from all such claims. Sponsor and Host agrees to mutually indemnify and hold harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by themselves as a result of any claims or suits that the other party (or anyone claiming by, under or through that party) may bring to recover any losses, liabilities, costs, damages or expenses which arise during or resulting from participation in the Conference, regardless of whether or not caused in whole or part by the negligence or other fault of the other party.

20. Waiver of Pandemic Liability. By signing this Agreement, you forever release, waive, discharge, and covenant not to sue BTC's past, current, and future officers, directors, employees, members, volunteers, contractors, representatives, parents, owners, affiliates, agents, successors, and assigns from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to COVID-19 or any other pandemic or public health hazard in connection with your participation in BTC events, services, or any travel related thereto. You understand that while BTC has undertaken reasonable steps to lessen the risk of transmission of COVID-19 in connection with its websites, events, products and services, BTC is not responsible in any manner for any risks related to COVID-19 in connection with its websites, events, products and services. You understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic. You further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. You are fully aware that participation in BTC

websites, events, products and services (particularly any related travel or in-person gatherings) carries with it certain inherent risks related to COVID-19 transmission (“Inherent Risks”) that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, you understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. You hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks. Furthermore, you represent and warrant that you do not suffer from any medical condition or disease that might in any way hinder or prevent you from receiving BTC products or services, or attending our events, including, to your knowledge, COVID-19.

21. No Financial Advice. Ad Unit content is for informational and promotional purposes only. Content will be created and disclaimed so as not to be construed as legal, tax, investment, financial, or other advice. Disclaimers will be created by Publisher and accompany Ad Units in compliance with regulatory guidelines that nothing contained in the advertising constitutes a solicitation, recommendation, endorsement, or offer by Publisher, or any of its inhouse or third party service providers and platforms, to buy or sell any securities or other financial instruments in the United States or any other jurisdiction in which such solicitation or offer would be unlawful under the securities laws of such jurisdictions.

22. Non-Embargoed/Sanctioned Residency. Advertiser warrants that he or she is not a resident of any country embargoed or sanctioned by the United States including but not limited to: Cuba, Iran, North Korea, Sudan, Syria, The Balkans, Belarus, Burma/ Myanmar, Burundi, Central African Republic, Democratic Republic of the Congo, Iraq, Lebanon, Libya, Mali, Nicaragua, Somalia, Ukraine/Russia, Venezuela, Yemen or

Zimbabwe.

23. Privacy Policy. The Host makes every effort to maintain, comply and enforce a commercially reasonable best practice privacy policy as follows: This privacy policy is effective as of October 23, 2020 and will remain in effect except with regard to any changes made in the future which will be in effect immediately after being posted on various online pages, including conference event sites. BTC Media reserves the right to update or change our privacy policies at any time and you should check this privacy policy periodically. Your continued use of our events page and participation in our event after we post any modifications to the privacy policy [on these pages] will constitute your acknowledgement of the modifications and your consent to abide by and be bound by the modified privacy as stated here: <https://b.tc/privacy>

24. Governing Law, Venue, and Waiver. This Agreement and all Insertion Orders and other related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Delaware, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Tennessee in each case located in the City of Nashville, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ANY INSERTION ORDERS), INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED THERETO, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

25. Right to Update. Host reserves right to update the terms and conditions of this Agreement periodically for the purpose of maintaining relevance and currency of Agreement, and both Parties agree that no updating by Host shall affect binding nature of the Agreement. 110120