



MiQ theTradeDesk Reseller General Terms and Conditions

Unless provided otherwise in the relevant Insertion Order, these General Terms and Conditions will apply to all agreements between Client and MiQ (each a "Party" and together the "Parties") for self-serve access to the TD Platform.

Section 1. Definitions and Interpretation.

1.1 Definitions. As used in this Agreement, except where the context otherwise requires, the following terms shall have the meanings ascribed to them below:

"Agreement" means the Insertion Order and these General Terms and Conditions.

"Charges" means the aggregate of Media Costs, MiQ Fees and TD Fees.

"Client" means the client whose details are set out in the Insertion Order.

"Confidential Information" means any and all information disclosed by one Party to the other Party, directly or indirectly, in writing, orally, electronically, or in any other form, that is designated, at or before the time of disclosure, as confidential or proprietary, or that is provided under circumstances reasonably indicating that the information is confidential or proprietary, including trade secrets, business plans, technical data, product ideas, personnel, contract and financial information, data regarding the performance of the TD systems (including the TD Platform) and the TD Services, and the terms of this Agreement. Notwithstanding the foregoing, Confidential Information does not include information that: (a) is or becomes generally available to the public through no breach of this Agreement or any other agreement by the recipient of the information; (b) is or was known by the recipient of the information at or before the time such information was received from the discloser, as evidenced by the recipient's tangible (including written or electronic) records; (c) is received from a third-party that is not under an obligation of confidentiality to the knowledge of the receiving Party with respect to such information; (d) is independently developed by the recipient of the information without any breach of this Agreement, as evidenced by the recipient's contemporaneous tangible (including written or electronic) records; or (e) is approved for release in advance in writing by the disclosing Party, as applicable.

"Insertion Order" means the insertion order for MiQ the TradeDesk reseller services signed by Client and MiQ.

"Intellectual Property Rights" means any copyright (including rights in software), trademark, service marks, trade names, rights in goodwill, patent, trade secret, moral rights, design rights, database rights, domain names, rights in confidential information privacy right, right of publicity, or any other intellectual property or proprietary right whatsoever that may subsist in any part of the world.

"Media Cost" means the cost of all ad inventory purchased by Client through the TD Platform, such costs being shown in the TD Platform interface.

"MiQ" means MiQ Digital Limited a company incorporated in England and Wales with registered number 07321732.

"MiQ Fees" meant the fees due to MiQ for the MiQ Services as set out in the Insertion Order.

"MiQ Services" has the meaning given to such term in Section 2.2.

"Policies" means advertising criteria or specifications, including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with MiQ's public image, community standards regarding obscenity or indecency and other editorial or advertising policies as may be specified by a Party in writing signed by both Parties hereto or as otherwise provided by MiQ upon written notice to Client, from time to time.

"Services" means the MiQ Services and the TD Services.

"Start Date" has the meaning given to such term in Section 4.

"TD" or "theTradeDesk" means The UK Trade Desk Ltd a company incorporated in England and Wales with registered number 8539108.



"TD Customer Terms" means the TradeDesk Global Reseller Customer Terms of Use as amended from time to time which can be found at <https://www.thetradedesk.com/us/global-reseller-customer-terms-of-use> (or a successor URL).

"TD Fees" means the fees due to MiQ for the access and use of the TD Platform and receipt of the TD Services including all fees for data purchased via the TD Platform, as set out in the Insertion Order.

"TD Platform" means the hosted software platform of TD, including Audience Tools (as defined in the TD Customer Terms) and other functionality.

"TD Services" means the services and functionality provided by the TD Platform, any campaign management services, tags and pixels, APIs, and any other services provided by TD from time to time.

"Term" means the Initial Term and any Extended Term, as such terms are defined in Section 4.

"Year" means a 12-month period commencing with the Start Date or an anniversary of it.

1.2 Interpretation. In this Agreement: (a) Section, Schedule and paragraph headings shall not affect the interpretation of this Agreement; (b) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular; (c) any words following the terms "including", "include", "in particular", "for example" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and (d) a reference to "writing" or "written" includes e-mail.

Section 2. TD Platform and TD Services; MiQ Services; Services Usage; Relationship with TD.

2.1 TD Platform and TD Services. Client is authorised to access and use the TD Platform, on a limited, non-exclusive, revocable and non-transferable basis, and to receive the TD Services made available through the TD Platform, for the Term, subject at all times to, and conditional upon, Client's compliance with the TD Customer Terms and the terms of this Agreement. The TD Customer Terms shall be a direct agreement between TD and Client and Client agrees to be bound by, and to comply with, the TD Customer Terms in all respects in connection with its access and use of the TD Platform and receipt of the TD Services. Client acknowledges and agrees that TD may update the TD Customer Terms from time to time. In the event of any conflict between this Agreement and the TD Customer Terms, the TD Customer Terms shall always control and take precedence.

2.2 MiQ Services. MiQ shall provide Client with certain training and support services and access to certain training resources related to the use of the TD Platform and TD Services, as follows ("MiQ Services"): (i) 30 total training and support hours during the three (3) month period immediately following the Start Date; (ii) up to 5 hours of flex support for use by Client as and when needed during each year of the Term; and (iii) access to MiQ's training resources, including MiQ prepared materials and access to TD academy videos.

MiQ shall use reasonable endeavours to meet any performance dates agreed by the Parties in writing, but any such dates shall be estimates only and time shall not be of the essence for performance of the MiQ Services. If Client desires to engage MiQ to provide additional training and/or support hours beyond those to be provided above, the Parties shall work together to establish an addendum to this Agreement setting forth the nature and amount of such additional hours and MiQ's hourly rates with respect to same, provided such rates shall not be greater than MiQ's then-current rate card for such services.

2.3 Services Usage. Client hereby grants to MiQ throughout the Term, and sub-licensable to TD, all rights and permissions reasonably necessary to buy inventory on Client's behalf, to perform tracking and analytics, and to store and serve ads (if applicable).

2.4 Relationship with TD. MiQ is an authorised reseller of the TD Platform and the TD Services; MiQ is not an agent of TD.

Section 3. Charges

3.1 Fees. Client shall pay the following Charges to MiQ: (i) Media Costs; (ii) MiQ Fees; and (iii) TD Fees. MiQ's grant to Client of the right to access and use the TD Platform, and MiQ's provision of the Services, shall be conditional upon the receipt of Charges in accordance with this Section 3.

3.2 Payment Terms. All Charges will be paid by Client within thirty (30) days of MiQ's invoice with respect to same, which shall be sent within thirty (30) days of the end of the calendar month in which such Charges were incurred. Client will also pay all sales, use, service, occupation, personal property, value-added (VAT) and excise taxes and any other fees, assessments or taxes which may be assessed

or levied by any taxing authority with respect to the Charges, excluding any taxes based on MiQ's income. All payments under this Agreement will be made in U.S. dollars. In the event Client disputes the calculation of any Charges owed to MiQ hereunder, it must provide written notice of such dispute on or before the date a disputed amount was otherwise due and owing to MiQ. Upon timely submission of a notice of dispute pursuant to this Section 3, the Parties will work in good faith to resolve this dispute for a period of thirty (30) days and if, at the end of such thirty (30) day period, no resolution has been reached, this Agreement may be immediately terminated by MiQ without affecting any other right or remedy available to it. In the event a notice of dispute is not timely received, Client shall be deemed to have conclusively accepted the accuracy of MiQ's calculation of the Charges and, subject to Section 8.1, waives any further rights to challenge or dispute such compensation calculation.

3.3 Usage Limitations Based on Creditworthiness. Client further acknowledges and agrees that MiQ may limit and/or suspend Client's access to and use of the TD Platform, and receipt of the TD Services, based on an initial and subsequent assessments of Client's creditworthiness that may be undertaken during the Term by MiQ in its sole discretion. Additionally, Client acknowledges and agrees that in the event that Client fails to timely pay the Charges due and owing to MiQ pursuant to this Agreement, MiQ shall have the right to suspend Client's access to the TD Platform and the TD Services until payment is received and, further, if payment of Charges is regularly late, MiQ shall have the right to terminate the Agreement in accordance with Section 5 hereof.

Section 4. Term.

This Agreement will take effect on the start date set out in the Insertion Order ("Start Date") and continue in full force, unless terminated earlier in accordance with Section 5 or this Section, for the initial period set out in the Insertion Order ("Initial Term"). Thereafter, the Agreement will automatically renew for successive periods of one (1) year ("Extended Term") at the end of the Initial Term and at the end of each Extended Term unless either Party notifies the other Party in writing of its intent not to renew at least forty-five (45) days prior to the end of the Initial Term or the then-current Extended Term. For the avoidance of doubt, no additional services shall be provided during the Extended Term unless subsequently expressly agreed by the Parties in writing.

Section 5. Suspension; Expiration; Termination; Survival of Terms.

5.1 Client acknowledges and agreed that MiQ or TD may suspend Client's access to the TD Platform and use of the TD Services without notice if TD reasonably believes that Client's continuing use of the TD Platform or the TD Services may cause risk of litigation or otherwise be harmful to TD.

5.2 Without affecting any other right or remedy available to it, either Party may terminate this Agreement at any time after the Initial Term for any reason upon ninety (90) days' prior written notice to the other Party. Without affecting any other right or remedy available to it, either Party may terminate the Agreement at any time with immediate effect by giving written notice to the other Party if: (a) the other Party commits a material breach of any term of the Agreement and (if such breach is curable) fails to cure such breach within thirty (30) days of the date of the written notice of the breach from the non-breaching Party, save that the cure period for Client's failure to pay any amount due under the Agreement on the due date for payment shall be five (5) days; or (b) the other Party becomes or is declared insolvent, has a liquidator, receiver or administrative receiver appointed or passes a resolution for winding up (otherwise than for the purpose of a solvent amalgamation or reconstruction) or if a court having proper authority makes an order to that effect, enters into administration, is the subject of an administrative order or proposes to or enters into any voluntary arrangement with its creditors in the context of a potential liquidation or any events or circumstances analogous to any of the events described in this (b) occur in any jurisdiction. Without affecting any other right or remedy available to it, MiQ may terminate the Agreement at any time (including during the Initial Term) upon seven (7) days' prior written notice to Client in the event that MiQ's Reseller Agreement with TD is terminated.

5.3 Upon termination or expiration of the Agreement for any reason: (a) both Parties will destroy or return all Confidential Information of the other Party and copies thereof; and (b) Client will immediately pay to MiQ all of MiQ's outstanding unpaid invoices for the Charges and, in respect of Services supplied but for which no invoice has been submitted, MiQ shall submit an invoice, which shall be payable by Client immediately on receipt. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement that existed at or before the date of termination or expiry. Sections 1, 3, 5, and 6 to 11 of the General Terms and Conditions will survive any expiration or termination of this Agreement, along with any additional provisions of this

Agreement that expressly or by implication are intended to come into or continue in force on or after termination or expiry of this Agreement.

Section 6. Confidentiality.

Each Party will at all times (including after expiry or termination of this Agreement) hold all Confidential Information of the other Party in strict confidence and will not without the other Party's prior written consent disclose any Confidential Information to any third party, save that the Parties may disclose the Confidential Information of the other Party to its respective employees, contractors, and agents who need to know such information for the purposes of exercising their respective rights or performing their respective obligations under or in connection with this Agreement and who are bound in writing by restrictions regarding disclosure and use of such Confidential Information comparable to and no less restrictive than those set forth herein. Neither Party will use any Confidential Information of the other Party for the benefit of itself or any third-party or for any purpose other than exercising its rights or performing its obligations under this Agreement. Each Party will use the same degree of care that it uses to protect its own confidential and proprietary information of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorised use, disclosure, publication or dissemination of the Confidential Information of the other Party. If the disclosure of Confidential Information of a Party is required by applicable law, such Party may make such required disclosure, provided it uses reasonable efforts to minimise the scope of such disclosure and, where notice of such disclosure is not prohibited, only after giving the other Party as much notice as reasonably practicable under the circumstances to permit such Party, at its sole cost and expense, to respond and/or take legal action to intervene or limited such required disclosure. Nothing in this Section 6 shall prevent MiQ from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business to the extent that this use does not result in a disclosure of Client's Confidential Information or an infringement of its Intellectual Property Rights.

Section 7. Warranties.

7.1 Each Party warrants and undertakes that: (a) it has full capacity and is duly authorised to enter into this Agreement and, in Client's case, the TD Customer Terms; (b) there are no agreements and no actions, suits or proceedings or regulatory investigations pending or, to that Party's knowledge, threatened against or affecting that Party before any court or administrative body or arbitration tribunal that might affect the ability of that Party to meet and carry out its obligations under this Agreement; (c) once duly executed, this Agreement will constitute its legal, valid and binding obligations; and (d) it will comply with all applicable laws, rules and regulations in the carrying out of its obligations under this Agreement and, in Client's case, as required to enable MiQ to provide the Services.

7.2 MiQ warrants that the MiQ Service will be provided using reasonable care and skill and in all material respects in accordance with generally accepted industry standards.

7.3 Client warrants and undertakes that: (a) it shall co-operate with MiQ in all matters relating to the Services; (b) it shall provide to MiQ in a timely manner all documents, information, items and materials in any form (whether owned by Client or a third party) reasonably required by MiQ and/or TD in connection with the Services and ensure that they are accurate and complete in all material respects; (c) all of its ads and ad campaigns are truthful and correct; and (d) it shall obtain and maintain all necessary licences and consents as required to enable MiQ to provide the Services. If MiQ's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, MiQ shall be allowed an extension of time to perform its obligations equal to the delay caused by Client.

Section 8. Limitation of Liability.

8.1 Nothing in this Agreement shall limit either Party's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or (d) any other liability that may not otherwise lawfully be limited or excluded.

8.2 Subject to Section 8.1, except as expressly provided in this Agreement, Client hereby acknowledges and agrees that: (a) Client assumes sole responsibility for results obtained from the use of the Services and the TD Platform by Client, and for conclusions drawn from such use, and that MiQ shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to MiQ by Client in connection with the Services and/or use of the TD Platform, or for any actions taken by MiQ at

Client's direction; (b) the Services and the TD Platform are being provided to Client on an "as is" basis; (c) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are hereby expressly excluded from this Agreement to the fullest extent permitted by applicable law, including any warranties of non-infringement, merchantability and fitness for a particular purpose. MiQ makes no representations regarding the benefits Client from use of the TD Platform or the Services, or that the TD Platform, the TD Services or any information provided by inventory partners and/or data providers will be error-free or that the TD Platform will operate continuously or uninterrupted or without technical malfunction. If an interruption in the TD Platform occurs, MiQ's sole obligation shall be to use its reasonable endeavours to restore access to the TD Platform as soon as is reasonably practicable. Subject to Section 8.1, Client acknowledges and agrees that neither MiQ nor TD (or any of its affiliates) shall be liable for transactions executed by the TD Platform as a result of errors made in entering information into the TD Platform by Client, including incorrect pricing, targeting or budgeting information.

8.3. Subject to Sections 8.1 and 8.2, Client acknowledges and agrees that: (a) TD shall have no liability for matters arising out of or related to this Agreement or the Services to be provided hereunder and to the extent not related to any infringement claim that TD's proprietary technology that provides the TD Services, in the form provided by TD, infringes any US patent or other third party intellectual property right (such a claim, a "TD Infringement Claim"); (b) Client shall look solely to MiQ for any such liabilities described in Section 8.3(a); and (c) except with respect to a TD Infringement Claim, Client holds TD Parties harmless from any third-party claim arising out of or relating to Client's use of the TD Services.

8.3 Subject to Section 8.1, under no circumstances will MiQ be liable to Client for any: (a) loss of income or revenue (whether direct or indirect); (b) loss of actual or anticipated profits (whether direct or indirect); (c) loss of anticipated savings (whether direct or indirect); (d) loss of opportunity (whether direct or indirect); (e) loss of goodwill or reputation (whether direct or indirect); (f) loss of, damage to or corruption of data; or (g) indirect or consequential loss or damage of any kind, in each case howsoever arising, whether such damage was foreseeable or in the contemplation of the Parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity contract, misrepresentation (whether innocent or negligent) or otherwise.

8.4 Subject to Sections 8.1 and 8.3, MiQ's aggregate liability to Client for all claims in any Year arising from or relating to this Agreement, all Insertion Orders, the TD Customer Terms, or the subject matter hereof or thereof, whether in contract, tort, breach of statutory duty or otherwise, will at all times be limited to the greater of: (a) an amount equal to the total MiQ Fees and TD Fees paid and payable under or in connection with this Agreement and the Insertion Order in any Year; and (b) fifty thousand U.S. dollars (\$50,000), save that with respect to any breach by MiQ of its obligations under Section 6 of this Agreement and/or MiQ's indemnification obligations under Section 9.1 of this Agreement, MiQ aggregate liability to Client for all such claims in any Year shall be limited to five hundred thousand U.S. dollars (\$500,000) in all circumstances.

Section 9. Indemnification.

9.1 MiQ. MiQ agrees to indemnify, defend and hold harmless Client from and against any third-party claims, suits, proceedings, demands or actions and any damages, losses, costs, expenses or settlement fees incurred in connection therewith (including reasonable attorney's fees and costs) (collectively, "Losses") that Client's use of TD's proprietary technology that provides the TD Services (in the form provided by TD), in accordance with this Agreement and the TD Customer Terms, infringes the Intellectual Property Rights of any third party.

9.2 Client. Client agrees to indemnify, defend and hold harmless MiQ, its officers, directors, employees, affiliates, subsidiaries, agents, successors and assigns from and against any third-party claims, suits, proceedings, demands or actions and any Losses incurred in connection therewith to the extent caused by: (i) any breach or alleged breach by Client of the TD Customer Terms or of any of Client's warranties provided in this Agreement; (ii) Client's unapproved modification of any portion of the TD Services and/or the TD Platform; and/or (iii) any advertisement or other material of Client that MiQ, Client or any third party uses on or in connection with the TD Platform (including the ads, landing pages and other materials of Client).

9.3 General. An indemnitee under this Section 9 (an "Indemnitee") must: (i) promptly notify the indemnitor (an "Indemnitor") in writing (in reasonable detail) regarding any facts that may give rise to a claim for indemnification under this Agreement (provided that any delay in notification will not relieve the Indemnitor of its obligations hereunder); (ii) provide Indemnitor with reasonable information, assistance and cooperation in defending the lawsuit or proceeding (at Indemnitor's expense, to the extent of any out-of-pocket expenses); (iii) not make an admission of liability, agreement or compromise in relation to the claim without the prior written consent of

the Indemnitor (such consent not to be unreasonably withheld, conditioned or delayed); and (iv) give the Indemnitor full control and sole authority over the defense and settlement of such claim, subject to Indemnitee's approval of any such settlement, which approval will not be unreasonably withheld, conditioned or delayed.

Section 10. Intellectual Property.

10.1 Notwithstanding anything to the contrary in this Agreement, as between Client and MiQ, MiQ owns and retains all right, title, and interest (including Intellectual Property Rights) in and to the MiQ Services and any documentation relating thereto. Ownership of the TD Platform and the TD Services are as set forth in the TD Customer Terms. All rights not expressly granted in this Agreement are reserved. Client will not, and will not permit any third party, to: (a) sell, resell, rent, license, sublicense, transfer, assign or redistribute in any way all or any portion of the MiQ Services, the TD Platform or the TD Services, except as may be expressly permitted herein; (b) attempt to reverse engineer, decompile, disassemble or otherwise attempt to derive any of TD's or MiQ's algorithms, databases, computer programs, software, or patents, copyrights, or other proprietary rights or TD's or MiQ's methodology related in any way to the MiQ Services, the TD Platform or the TD Services or any component thereof; (c) crawl, index, store or cache any of the MiQ Services, the TD Platform or the TD Services or any component thereof. Client's restrictions with respect to the TD Platform are further set forth in the TD Customer Terms. Client may, but is not obligated to, provide or submit any suggestions, feedback, comments, ideas, or other information relating to the Services or modifications or enhancements thereto (the "Client Input"). Any Client Input is provided on a non-confidential basis regardless of any suggestion to the contrary in any Client communication, and Client hereby grants MiQ a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable, transferable right and license to exploit such Client Input (directly or through third parties) in any manner without compensation or liability to Client for any purpose whatsoever, including developing, manufacturing, enhancing, improving, promoting, and marketing MiQ's products and services.

10.2 If the TD Platform or TD Services are held in a suit or proceeding to infringe any Intellectual Property Rights of a third party and the use of such TD Platform or TD Services is enjoined, or TD reasonably believes that it is likely to be found to infringe or likely to be enjoined, then Client acknowledges and agrees that TD may, at its sole cost, expense and option, either: (a) procure the right for Client to continue using such TD Platform or TD Services; or (b) modify such TD Platform or TD Services so that it becomes non-infringing without affecting the basic functionality of such TD Platform or TD Services; provided, however, that if TD in its sole discretion decides that (a) and (b) are not practicable, TD may terminate its Reseller Agreement with MiQ in which case MiQ shall, pursuant to Section 5.2, be entitled to terminate this Agreement with Client on seven (7) days' written notice.

Section 11. Miscellaneous.

11.1 Independent Contractors. The relationship of MiQ and Client established by this Agreement is that of independent contractors, and nothing contained in this Agreement will create or be construed to create any partnership, joint venture, agency, franchise, sales representative, employment or fiduciary relationship between the Parties.

11.2 Governing Law; Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is to be governed by and construed in accordance with the laws of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

11.3 Assignment. Client may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement, in whole or in part, without the prior written consent of MiQ. MiQ shall have the right at any time to assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Agreement. Any purported assignment, transfer, mortgage or other dealing by Client, except as permitted herein, shall be null and void. This Agreement shall be binding upon and shall ensure to the benefit of the Parties and their respective personal representatives, successors and permitted assigns.

11.4 Variation. MiQ may vary these General Terms and Conditions from time to time on giving Client at least sixty (60) days' notice in writing provided that any variation required by applicable law will be effective immediately. If Client does not accept the variation, Client may, within thirty (30) days of being notified of the variation by MiQ ("Review Period"), terminate this Agreement on thirty (30)

days' written notice to MiQ. Client's continued use of the Services after the Review Period will constitute Client's acceptance of the variation.

11.5 Non-Solicitation. During the Term of this Agreement and for a period of twelve (12) months thereafter, Client shall not, directly or indirectly, in any manner solicit, entice away from MiQ or employ or attempt to induce for employment any person who performed any work under this Agreement on behalf of MiQ. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the Internet, shall not be construed as a solicitation or inducement for the purposes of this Section.

11.6 Severability. If the application of any provision or part-provision of this Agreement to any particular facts or circumstances will be held to be invalid, illegal or unenforceable, then: (a) the validity and enforceability of the other provisions or part-provisions of this Agreement will not in any way be affected thereby; and (b) such provision or part-provision will be enforced to the maximum extent possible so as to effect the original intent of the Parties and reformed without further action by the Parties to the extent necessary to make such provision or part-provision valid and enforceable.

11.7 Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

11.8 Force Majeure. Neither Party will be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement to the extent that performance of its obligations (other than payment obligations) or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, acts of war or terrorism, shortage of materials or supplies, failure of transportation or communications or of suppliers of goods or services, or any other cause beyond the reasonable control of such Party. The time for performance of such obligations shall be extended accordingly.

11.9 Notices. Any notice or approval desired or required to be provided to a Party under or in connection with this Agreement will be given to such Party in writing by: (a) personal delivery (notice deemed effective upon receipt); (b) overnight messenger (notice deemed effective the business day after such messenger's acceptance (which acceptance must occur before such messenger's required deadline) for next business day service); (c) pre-paid registered mail (notice deemed effective three (3) days after mailing); or (d) e-mail (notice deemed effective at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume). Any notice given to a Party under or in connection with this Agreement shall be addressed to such Party at the address or e-mail address for such Party specified in the Insertion Order, Attn: Legal Department. A Party may designate a substitute address or e-mail address by written notice to the other with the effectiveness of such notice governed by the terms of this Section. If the final day for giving notice is a Saturday, Sunday or public holiday in England then the time for giving such notice will be extended to the next business day. This Section does not apply to the service of any proceedings or any documents in any legal action or other method of dispute resolution.

11.10 Entire Agreement. The provisions of this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof, and this Agreement supersedes and extinguishes all prior agreements, promises, assurances, warranties, representations and understandings, oral or written, between the Parties regarding its subject matter. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

11.11 Insurance. Client shall maintain Commercial General Liability insurance with coverage of at least \$500,000 per claim and \$1,000,000 general aggregate, naming TD as an "Additional Insured". Certificates of such insurance shall be available to MiQ and TD upon request.

11.12 Third Party Rights. Save for TD, who shall be a third-party beneficiary to this Agreement, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.