

ALLIANCE HEALTH NETWORKS, LLC
STANDARD TERMS AND CONDITIONS FOR MEDIA INSERTION ORDERS v 8.0 081815

These Standard Terms and Conditions for Insertion Orders (“T&Cs”) shall accompany and be a part of the Insertion Order placed by Alliance Health Networks, LLC, a Delaware corporation (“Alliance Health”), with the internet advertising service, media buying service, lead generation service, online network, online publisher, print publisher, direct or e-mailer, call center, broadcast media company, or other media provider (“Vendor”) named in the Insertion Order.

1. DEFINITIONS

1.1. Terms not otherwise defined herein or on an Insertion Order shall have the following meanings:

Advertisement means the advertisement or offer, including all creative; copy, images, graphics, video and/or audio and claims associated with said advertisement or offer, provided by Alliance Health for publication, distribution, and/or broadcast by the Vendor pursuant an Insertion Order executed by the parties.

Agreement means the entirety of all binding obligations between the parties hereto, including Insertion Orders and these T&Cs.

Business Affiliate means, with respect to either party, any corporation, firm, partnership, person or other entity, whether de jure or de facto, which directly or indirectly owns, is owned by or is under common ownership with such party to the extent of at least 50% of the equity having the power to vote on or direct the affairs of the entity, and any person, firm, partnership, corporation or other entity actually controlled by, controlling or under common control with such party.

Creative means advertising materials, advertisements or offers; including, without limitation, content, trademarks, logos, images and brand names contained therein (collectively, “Creative”).

Insertion Order means the Alliance Health Insertion Order to which these terms and conditions are attached or referenced therein and made a part of.

Lead means an individual’s affirmative and express written consent (“opt-in”) to Alliance Health’s Advertisement and specific authorization to be contacted by Alliance Health and/or its partners, an Internet Protocol (IP) address traceable to the consumer that opted-in, and the date and timestamp of the opt-in, along with other information specified in Exhibit “A” and on the insertion order, which at a minimum satisfies all Required Lead Criteria.

Lead Criteria means the criteria set forth herein, in Exhibit “A” to these T&Cs, and in the Insertion Order.

Lead Volume means the monthly volume of Valid Leads required by the insertion order.

Marketing Affiliate means an independent Third Party engaged in an online affiliate marketing relationship with the Vendor where the Third Party promotes business on behalf of the Vendor and is rewarded for doing so.

Person means any individual or entity, including, without limitation, a trust or other unincorporated association.

Scrub means the rejection of any Lead that is not a Valid Lead; whether such rejection occurs in real time or is rejected after receipt by Alliance Health, as specified on the insertion order.

Services means the specific activities and/or actions outlined on an Insertion Order that the Vendor is to perform and for which the Vendor is to be compensated.

Third Party means an entity other than the parties to the Insertion Order and these T&Cs, their respective Business Affiliates, and each of their respective directors, officers, employees and agents.

Valid Lead means a Lead that conforms to all Valid Lead Criteria and that has been lawfully produced by Vendor by either directing traffic to an Alliance Health asset or by Vendor delivering leads to Alliance Health.

2. SERVICES AND PAYMENT

2.1. Upon full execution of the Insertion Order to which these T&Cs are attached, Alliance Health hereby engages Vendor to deliver Services and/or deliver Valid Leads in accordance with the Insertion Order and these T&Cs.

2.2. If Vendor is delivering leads to Alliance Health, Vendor shall scrub all Leads prior to transmitting them to Alliance Health, as set forth below, to maximize the delivery of only Valid Leads to Alliance Health. Unless otherwise specified in the Insertion Order, Alliance Health may reject Valid Leads if they meet Valid Lead criteria but are deemed by Alliance Health in the reasonable exercise of its discretion to be fraudulent, manufactured, or otherwise non-viable and will not be charged for such rejected Valid Leads (or will receive a credit therefore to the extent the invoice for such rejected Valid Leads has been paid by Alliance Health).

A. Valid Leads are leads:

i. That must be scrubbed to exclude:

- a. Vulgarity or obscenity in any field
- b. Patently false/fraudulent leads; e.g.: Test, Random letters, Minnie Mouse, etc.
- c. Duplicates; Any lead submitted multiple times within the last sixty days, regardless of where the Lead was originated
- d. Non-USA phone numbers; non-USA IP addresses; non-USA internet address country codes, e.g.: .uk, .ro, .ru, .cn, etc.
- e. For any leads processed through a call center; leads must be scrubbed against a current Alliance Health provided Do Not Call file, and against current Federal and respective State Do Not Call lists, and where applicable the Direct Marketing Association (“DMA”) Do Not Call list; unless consumer has provided Alliance Health and its marketing partners or a party specified in the Insertion Order with a current (not older than 72 business hours) affirmed consent (no pre-checked boxes), express written consent to contact the consumer by telephone or email.

ii. And which conform to Exhibit “A” and other conditions specified in the Insertion Order.

2.3. If Vendor is delivering leads to Alliance Health, and unless otherwise specified in the Insertion Order, Vendor will provide all Valid Leads to Alliance Health via, real-time HTTPS (encrypted) form posting (“Direct Post”), based on specifications and formatting instructions provided by Alliance Health to Vendor and approved by Vendor in writing. Vendor will deliver Valid Leads to Alliance Health at least daily or as reasonably requested by Alliance Health or as agreed upon in the Insertion Order. If Vendor’s system fails so that Direct

Post is disabled, Vendor shall send Valid Leads by either real time SFTP or daily encrypted email.

- 2.4. Unless otherwise specified in the Insertion Order, Vendor will initially bill Alliance Health following the first month's delivery of Valid Leads or within thirty (30) days of completing the Insertion Order, whichever occurs first; thereafter, Vendor will bill Alliance Health on a monthly basis, and Alliance Health will pay Vendor monthly at the rates set forth on the Insertion Order within thirty (30) days of the date set forth on the invoice.
- 2.5. In accordance with the Insertion Order and these T&Cs Vendor's duties are limited to generating and delivering Valid Leads to Alliance Health. Without the prior written consent of Alliance Health, Vendor agrees that it will not contact any Valid Lead sold to Alliance Health for any reason.
- 2.6. Vendor agrees that it will not sell or deliver any Valid Lead produced using Alliance Health's Creative, and subsequently delivered to Alliance Health, to any other Person or Third Party; further, Vendor agrees not to cross-sell any other Person's or Third Party's competitive offer, product or service(s) using Alliance Health's Creative.
- 2.7. In the event Alliance Health provides data to the Vendor, the vendor may only use said data for the purposes specifically outlined/detailed in the Insertion Order; further, the vendor may not export, transfer, license, sell or otherwise make available to any Person or Third Party any data that Alliance Health provides to the vendor.
- 2.8. Unless otherwise specified in the Insertion Order and in the event Alliance Health provides Valid Leads to Vendor, Alliance Health will initially bill Vendor following the first month's delivery of Valid Leads or within thirty (30) days of completing the Insertion Order, whichever occurs first; thereafter, Alliance Health will bill Vendor on a monthly basis, and Vendor will pay Alliance Health monthly at the rates set forth on the Insertion Order within thirty (30) days of the date set forth on the invoice.
- 2.9. The purpose of the foregoing subsections 2.5 through 2.7 are to prevent Vendor from further monetizing from a lead Vendor produces for Alliance Health from Alliance Health Creative. Alliance Health acknowledges that persons responding to Alliance Health Advertisements may also respond to advertisements placed by other parties with the Vendor, and the previously cited subsections do not bar the Vendor from contacting such persons exclusively for the other parties' advertisements for which the persons responded to.
- 2.10. Alliance Health will report any and all nonconforming / non-valid leads to Vendor within five business days of the end of the month in which a lead is received, along with the reason for rejection and commercially reasonable data supporting the reason(s) for the rejection. Vendor will make a good faith determination based upon the data available to Vendor and the data provided by Alliance Health as to the validity of the rejected Leads, and the Vendor's determination shall be in conformity with the Valid Lead specifications shown on the Insertion Order and Exhibit "A". Vendor is not liable for any rejections not reported within this time frame, and Alliance Health shall pay for such leads in conformity with Insertion Order and these T&Cs.
- 2.11. In the event the Vendor does not fulfill part or all of the volume shown on the Insertion Order within or by the delivery time frame shown on the Insertion Order; Vendor may only do makegoods if the Insertion Order so specifies, and subject to those specifications.

- 2.12. Both parties acknowledge and agree that accurate tracking is required for the Vendor's billing of Alliance Health, and Alliance Health's reconciliation and payment to the Vendor. Both parties agree that subject to the tracking methodology specified on the Insertion Order, the Vendor will bill Alliance Health, and if Alliance Health removes or manipulates the tracking code, or experiences technical issues that impair accurate campaign tracking, that Vendor may bill Alliance Health in accordance to the Vendor's tracking or best estimation based on tracking reports for the seven (7) days prior to the tracking code being removed, manipulated or otherwise impaired.

3. CREATIVE (ADVERTISING/OFFER MATERIALS)

- 3.1. Alliance Health will provide, or approve in writing, all Creative. Leads generated through Vendor's use of unapproved Creative will not be compensated.
- 3.2. Alliance Health acknowledges and agrees that it is solely responsible, and has all legal rights necessary, for submitting Creative to the Vendor in accordance with Vendor's then existing requirements, criteria or specifications, including content limitations, technical specifications, and lead-times. Vendor reserves the right to approve the Creative prior to the start of any campaign, and may at any time, upon written notice, refuse, reject or remove any Creative which the Vendor reasonably deems to be improper or to contravene any applicable federal, state and local law, ordinances, regulations and/or codes.
- 3.3. The Advertisement and all creative of any kind supplied by Alliance Health shall comply with all applicable laws and regulations, and none of such materials does or will infringe on any copyright, patent, trademark, license or proprietary right of any other Person or Third Party.
- 3.4. Alliance Health hereby grants to Vendor a revocable, non-exclusive, worldwide, fully paid license to use, reproduce and display Alliance Health's Creative on Vendor's own website, in Vendor's advertising network(s) where the Vendor owns all assets, in Vendor's promotional vehicles (which may include lead generation or display advertisements), in Vendor e-mails or in Vendor newsletters (collectively the "Web Site"), and on all Vendor controlled collateral materials in accordance with the terms of the Insertion Order. Vendor may not use Marketing Affiliates unless authorized to do so in the Insertion Order and subject to the limitations specified in the Insertion Order; and if so authorized, must guarantee that any such Marketing Affiliates adhere to all terms and conditions contained herein, and Vendor assumes all liability associated therewith.
- 3.5. Vendor may not alter, make or use derivatives of Alliance Health's icons, trade names, trade styles, logos, or Creative, "Derivative Creative," which could potentially lead consumers to believe that what they are seeing is authorized, sponsored, controlled, and/or owned by Alliance Health, when in fact it is not. Vendor may only use approved Alliance Health Creative for the purpose(s) outlined in the Insertion Order, and only for the time period set forth in the Insertion Order. Vendor will not be paid for any services that utilize "Derivative Creative."
- 3.6. Vendor may not circumvent, bypass, omit or otherwise disable any functionality contained within Alliance Health Creative provided to Vendor, or to any links or other technologies outlined/detailed in the Insertion Order; including, but not limited to opt-in and/or opt-out text and functionality. Vendor may not customize any user experience for said Alliance Health Creative without Alliance Health's written permission.
- 3.7. Vendor will determine, in its sole discretion, the specific placement of the Creative, which may vary across the

Vendor's advertising network(s) (see 3.4). The Vendor does not warranty or guarantee the location and/or prominence of any placement other than that specified on the Insertion Order.

4. **RELATIONSHIP OF THE PARTIES**

4.1. The agreement created by the Insertion Order and these T&Cs is non-exclusive in nature. Except as set forth in Sections 2.5 through 2.8, above, each party hereto reserve the right to enter into similar agreements with other Persons or Third Parties.

4.2. The relationship of the parties hereto is that of independent contractors. Each party is solely responsible for complying with all laws, rules, and regulations applicable to its own business and operations. Each party retains the exclusive right to determine, and the responsibility for, the manner and means by which it operates its own business.

4.3. Vendor may not represent itself as Alliance Health Networks, LLC or an agent of Alliance Health, in any form or fashion, or for any purpose, at any time; nor may Vendor direct any Person or Third Party to represent itself as Alliance Health Networks. In the event the Vendor does, or causes another Person or Third Party to, represent itself as Alliance Health Networks, Vendor assumes any and all liability associated with such a misrepresentation.

4.4. Vendor must perform its services through its own proprietary traffic, and may not re-broker the Advertisement. Re-brokered services will not be compensated for by Alliance Health.

5. **REPRESENTATIONS AND WARRANTIES**

5.1. Vendor represents and warrants to Alliance Health as follows:

A. Vendor has all necessary permits, licenses, registrations and clearances to obtain and sell Valid Leads pursuant to the Insertion Order subject to the terms and conditions of these T&Cs.

B. To the best of its knowledge neither it, nor any of its officers, directors, managers, or employees have ever been (1) convicted of a criminal offense related to health care or related to the provision of services paid for by Medicare, Medicaid, or another federal or state health care program; (2) assessed civil money penalties for an offense related to health care or related to the provision of services paid for by Medicare, Medicaid, or another federal or state health care program; or (3) as a result of a criminal offense, been excluded from participation in any federal or state health care program, including, but not limited to, Medicare and Medicaid.

C. It will not knowingly employ, contract with, or otherwise engage any individual or entity that has been excluded from participation as a provider under any federal or state health care program.

D. If Vendor becomes aware that it or any of its officers, directors, managers or employees becomes the subject of any of the actions described in Section 5.1.a or 5.1.b above, Vendor will give written notice to Alliance Health no later than five (5) days after the date of such action, and the Insertion Order, relative to such excluded entity's or individual's participation hereunder, will automatically terminate upon receipt and confirmation by Alliance Health of such notice without any further action or notice on the part of Alliance Health.

E. Vendor is not a health care provider nor has it engaged in the business of providing health care items or services.

F. Vendor has not knowingly and intentionally obtained and will not knowingly and intentionally obtain any Leads for Alliance Health from any Person that is engaged in a health care related business or is a Covered Entity as defined by the Health Insurance Portability and Accountability Act of 1996, 42 USC § 1320d, as amended, and regulations promulgated pursuant thereto.

G. Vendor is not a business as defined by U.S.C. 18 § 1466 that engages in pornography and/or as defined by U.S.C. 18 § 2256 that traffics in child pornography; nor is it a business that promotes the use of alcohol, tobacco or illegal substances, adult-oriented content, violence, mail fraud, gambling, sweepstakes, pyramid schemes; or that purports to give actual diagnostic or prescriptive medical advice.

H. When Vendor generates a Lead using its own efforts (i.e., when it does not purchase a Lead), Vendor will not collect any health care information from such Lead except as set forth in Exhibit A.

I. If and when Vendor is authorized in writing to purchase Leads (see 3.4) from another Person (the "Seller" or "Third Party"), to the best of the Vendor's knowledge, neither the Seller nor any other Person from whom the Seller obtained the Lead will have collected health care information from the Lead.

J. All Valid Leads sold to Alliance Health shall have taken an affirmative action (no pre-checked boxes allowed), and given express written consent to telephone and email contact by Alliance Health, and its marketing partners, to provide information for products and services as set forth in Exhibit A; and no such affirmative action and express written consent opt-in language shall be displayed/served via a "pop-up."

K. Vendor specifically warrants that neither it nor its Business Affiliate(s), or any third party contracted by vendor, employs, utilizes or installs on consumers' computers any "drive-by-download applications" including, but not limited to, spyware, adware, malware, Trojans, viruses, worms, or other invasive "black hat" techniques.

L. Vendor disclaims as warranties, express or implied, any warranty regarding merchantability or fitness for a particular purpose not specified herein respecting this Agreement or the services to be provided hereunder.

5.2. Alliance Health represents and warrants to Vendor as follows:

A. It has all necessary licenses and clearances to use the content contained in its Advertisement and Creative. Further, the Advertisement and Creative shall comply with all applicable laws and regulations, and none of such materials does or will infringe on any copyright, patent, trademark, license or proprietary right of any other Person.

B. That Alliance Health itself is not a covered entity under the privacy and security rules of HIPAA; it is not a health care provider, a health plan, nor a healthcare clearing house.

- C. Neither Alliance Health, nor any of its officers, directors, managers, or employees have ever been (1) convicted of a criminal offense related to health care or related to the provision of services paid for by Medicare, Medicaid, or another federal or state health care program; (2) assessed civil money penalties for an offense related to health care or related to the provision of services paid for by Medicare, Medicaid, or another federal or state health care program; or (3) excluded from participation in any federal or state health care program, including, but not limited to, Medicare and Medicaid.
- D. It will not knowingly employ, contract with, or otherwise engage any Person that has been excluded from participation as a provider under any federal or state health care program.
- E. If Alliance Health becomes aware that it or any of its officers, directors, managers or employees becomes the subject of any of the actions described in Section 5.2.C. above, Alliance Health will give written notice to Vendor no later than five (5) days after the date of such action, and the Insertion Order, relative to such excluded entity's or individual's participation hereunder, will automatically terminate upon receipt and confirmation by the Vendor of such notice without any further action or notice on the part of Vendor.
6. **RIGHT TO AUDIT.** Both parties shall have the right to request information from the other party and the other party will furnish said information reasonably necessary or desirable to determine said party's compliance with the representations, warranties and covenants set forth in Sections 5 and 7 hereof. Upon reasonable notice, said party will make available its records detailing transactions that relate to the financial responsibilities and obligations of said party to the other party, including but not limited to Valid Lead records, date/time stamp, consumer traceable IP address, and Creative for the purpose of determining whether said party is in compliance with the terms of the Insertion Order and these T&Cs. In the event of any shortfall in either the audited delivery or earned payment made by the parties, both parties agree to reconcile their records within seventy-two (72) business hours and cure all related defects within five (5) business days; not withstanding, both parties are still entitled to all other remedies allowed under these T&Cs, including interest, attorney's fees, court costs, and other costs as awarded by a court of competent jurisdiction.
7. **NON-DISCLOSURE, DATA OWNERSHIP, PRIVACY AND LAWS**
- 7.1. Notwithstanding anything contained herein to the contrary, the term "Confidential Information" shall not include information which: (i) was previously known to a Recipient, not in contravention of any obligation of confidence; (ii) was or becomes generally available to the public through no fault of the Recipient; (iii) was rightfully in the Recipient's possession free of any obligation of confidence before the time it was communicated to the Recipient by the disclosing party; (iv) was acquired by Recipient from a third party not in contravention of any obligation of confidence
- 7.2. Confidential Information shall not be released by the receiving party ("Recipient") to anyone except an employee, or agent who has a need to know same, and who is bound by confidentiality obligations. Neither party will use any portion of Confidential Information provided by the other party hereunder for any purpose other than those provided for under the Insertion Order. Notwithstanding the foregoing, either party may disclose Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law or the rules of any applicable

securities exchange or as necessary to establish the rights of either party under the Insertion Order and these T&Cs; provided, however, that both parties will stipulate to any orders necessary to protect said information from public disclosure. Further, Recipient will (i) promptly notify the disclosing party of any such requirement; (ii) cooperate (at disclosing party's expense) in any effort by disclosing party to oppose disclosure or otherwise obtain a protective order and (iii) disclose only so much of such confidential information as, on advice of counsel, it is legally obligated to disclose.

- 7.3. Alliance Health's data, including its customer lists, advertiser lists, consumer lists, vendor lists, marketing plans, sales strategies, methods of doing business, along with any and all other information which it may share with a vendor that is not known by the general public, is a trade secret; and therefore protected under the Uniform Trade Secrets Act, "UTSA." At the termination of the agreement between the parties, the Vendor agrees to either return, shred, delete or otherwise render unusable and unreadable all such information provided to Vendor by Alliance Health.
- 7.4. Upon payment in full to Vendor from Alliance Health, Valid Lead data generated from an Alliance Health Advertisement or Creative on behalf of Alliance Health by the Vendor becomes the property of Alliance Health.
- 7.5. All personally identifiable information provided through or in response to the Advertisement by individual web users who are informed that such information is being gathered solely on behalf of Alliance Health and/or its clients is the property of Alliance Health, is subject to the Alliance Health's posted privacy policy, and is considered Confidential Information. Any other use of such information must be set forth in the Insertion Order signed by both parties.
8. Both Alliance Health and Vendor will comply with at all times, all applicable federal, state and local law, ordinances, regulations and codes which are relevant to their performance of their respective obligations under the Insertion Order and these T&Cs; including but not limited to: Federal Telemarketing Sales Rules, Telephone Consumer Protection Act of 1991 as amended, Telemarketing and Consumer Fraud and Abuse Prevention Act, The Medicare and Medicaid Patient Protection Act (42 U.S.C. § 1320a-7b; § 1395m(a)(17)), and HIPAA Omnibus Final Rule (45 CFR Parts 160 and 164).
9. **NON-CIRCUMVENTION, NON-SOLICITATION, NON-COMPETITION.** While the Insertion Order is in effect and for a period of twenty-four (24) months thereafter, Vendor and its officers, directors, managers, or employees shall refrain from directly or indirectly circumventing or competing with Alliance Health, for the United States geographic region Alliance Health operates within; or from directly or indirectly soliciting any client or employee of Alliance Health or any Person that is a member of, involved in or otherwise participating in Alliance Health's network.
10. **TERM AND TERMINATION.** Either party hereto may terminate the Insertion Order upon forty eight (48) hours advance written notice to the other party; provided that Alliance Health shall remain obligated to pay for Valid Leads delivered to it through the date of termination or within the ten (10) day period thereafter, where such Valid Leads were obtained prior to termination and in accordance with the Insertion Order and these T&Cs. Either party hereto may immediately terminate the Insertion Order upon written notice to the other party if such other party has materially breached any representation, warranty or covenant made by it herein and, if such termination is due to Vendor's breach, Alliance Health shall have no further payment obligations to Vendor.

11. **INDEMNIFICATION**

11.1. Vendor agrees to defend, indemnify and hold harmless Alliance Health and its Business Affiliates and its and their respective directors, officers, managers, employees and agents from any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively "Losses") relating to or arising out of Vendor's breach of any other representation, warranty or covenant made by it herein, a consumer's repudiation/denial of an opt-in on or for a Vendor supplied lead, or a Third Party claim, judgment or proceeding relating to Vendor's generation or delivery of any Lead in material breach of these T&Cs or the terms of the Insertion Order, or in violation of any law(s), regulation(s) or other judicial or administrative action.

11.2. Alliance Health agrees to defend, indemnify and hold harmless Vendor, its Business Affiliates, and their respective directors, officers, managers, employees and agents from any and all Losses; excluding willful neglect, regulatory non-compliance, and/or criminal activity on the part of the Vendor, its Business Affiliates, and their respective directors, officers, managers, employees and agents; relating to or arising out of Alliance Health's breach of any representation, warranty or covenant made by it herein, or a Third Party claim, judgment, or proceeding related to Alliance Health's breach of these T&Cs or the terms of the Insertion Order, or in violation of any law, regulation or other judicial or administrative action, or judicial or administrative action or the rights (including intellectual property rights) of any Third Party. If any action will be brought against either party (the "Indemnified Party") in respect to any allegation for which indemnity may be sought from the other party ("Indemnifying Party"), the Indemnified Party will promptly notify the Indemnifying Party of any such claim of which it becomes aware and will: (i) provide reasonable cooperation to the Indemnifying Party at the Indemnifying Party's expense in connection with the defense or settlement of any such claim; and (ii) be entitled to participate at its own expense in the defense of any such claim. The Indemnified Party agrees that the Indemnifying Party will have sole and exclusive control over the defense and settlement of any such Third Party claim. However, the Indemnifying Party will not acquiesce to any judgment or enter into any settlement that adversely affects the Indemnified Party's rights or interests without the prior written consent of the Indemnified Party.

12. **INJUNCTIVE RELIEF**. The parties acknowledge that it is impossible to measure in money the damage that will accrue to a party hereto by reason of the other party's failure to abide by the provisions of Sections 7 and 8. Therefore, if either party shall institute any action or proceeding to enforce the provisions of any or all of such sections, in addition to any other relief, the other party consents to any temporary or permanent injunction or degree of specific performance by any court of competent jurisdiction against such other party and both parties waive the claim or defense in any such action or proceeding that either party has an adequate remedy at law, and neither party shall argue or assert in any such action or proceeding the claim or defense that such remedy at law exists.

13. **REMEDIES**

13.1. Excluding the obligations of the parties hereto under Section 11 with respect to Third Party claims, breaches of Sections 7 or 8, or intentional misconduct by the parties, 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 profits, business interruption, loss of information and the like, incurred by the other party arising out of the Insertion Order and these T&Cs, even if such party has been advised of the possibility of such damages. Further, neither party shall be

liable for the unauthorized use of the Advertising by third parties including, without limitation, unauthorized reproduction and/or tampering by "hackers."

13.2. None of the remedies set forth herein is intended to be exclusive, and each party shall have all other remedies now or hereafter existing at law or in equity or by statute or otherwise, and the election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies. All rights and remedies hereunder are cumulative.

14. **MISCELLANEOUS**

14.1. Neither party hereto may resell, assign or transfer any of its rights or obligations hereunder and under the Insertion Order, and any attempt to resell, assign or transfer such rights or obligations without the other party's prior written approval will be null and void. Notwithstanding the foregoing, consent of other party shall not be required for assignment or transfer made by (a) an operation of law, or (b) when an entity acquires substantially all the party's stock, assets or business. All terms and provisions of these T&Cs and the Insertion Order to which they are attached will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns.

14.2. The Insertion Order and these T&Cs shall be governed by the law of the State and court of choice of the aggrieved party, without regard to that State's conflicts of law principles. Vendor and Alliance Health agree that any claims, legal proceeding or litigation arising in connection with the Insertion Order (including these T&Cs) will be brought in the court of choice of the aggrieved party, and the parties consent to the jurisdiction of such courts.

14.3. No modification of these T&Cs or the Insertion Order shall be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions shall remain in full force and effect.

14.4. Excluding payment obligations, neither party will be liable for delay or default in the performance of its obligations under the Insertion Order if such delay or default is caused by conditions beyond its reasonable control, including but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, or labor disputes.

14.5. Any notice required to be delivered hereunder shall be deemed delivered three days after deposit in U.S. mail, return receipt requested, one business day if sent by overnight courier service, and immediately if sent electronically or by fax provided that the sender can confirm actual receipt by the recipient. All notices to Vendor or Alliance Health shall be sent to the appropriate contact as noted in the Insertion Order, who shall then be responsible for notifying their respective executive management staff and legal counsel.

14.6. If any action is brought because of any breach of or to enforce or interpret any of the provisions of the Insertion Order or these T&Cs, the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys' fees and court costs incurred in connection with such action, the amount of which shall be fixed/awarded by the court and made a part of any judgment rendered, including amounts fixed/awarded in connection with any appeal.

14.7. These T&Cs and the Insertion Order collectively constitute the entire agreement of the parties with respect to the subject matter hereof and thereof and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with

respect to the subject matter of the Insertion Order. The Insertion Order may be executed in counterparts, each of which shall be an original and all of which together, and together with these T&Cs, shall constitute one and the same document.

14.8. The provisions of these T&Cs shall survive the termination of the Insertion Order.

14.9. In the event that Vendor is required to digitally sign or agree to additional terms when using Alliance Health's web site(s), both parties acknowledge and agree that such digital agreement is inconsequential and in no way binding, that it is the result of a technical requirement, which cannot quickly be altered, in order to view statistics and/or access creative or other campaign materials or details. Therefore any terms which may appear on Alliance Health's website(s) shall be

disregarded and deemed ineffectual, being superseded by this Agreement as signed by both Parties.

14.10. These T&Cs shall be deemed to be accepted by virtue of signature of a party on an Insertion Order(s) that references this specific version of the T&Cs, and the parties hereto do acknowledge receipt of both a copy of these T&Cs, Exhibit "A" and a fully executed copy of an Insertion Order(s).

14.11. If any term or condition contained herein or on the Insertion Order is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability of any other term or condition within that jurisdiction; nor the validity or enforceability of said term or condition or that of any other term or condition in other jurisdictions.

ALLIANCE HEALTH NETWORKS, LLC
STANDARD TERMS AND CONDITIONS FOR MEDIA INSERTION ORDERS v 7.0 100913
EXHIBIT "A" / VALID LEAD CRITERIA

The following information, together with the particular requirements set forth on the Insertion Order, constitute Valid Lead Criteria.

Timestamp	Must be date and time of the consumer opt-in
IP Address	Must be traceable to the consumer; cannot use a plug or filler Internet Protocol (IP) address; no non-USA IP addresses
Do Not Track Signal	Must collect Browser Do Not Track Signal and report as "On" (Do Not Track) or "Off" (Not Selected)
First Name	One alpha character; no consecutive three matching alpha characters; no obviously false names (e.g. "Test", "asdf", "Minnie Mouse")
Last Name	Same as guidelines as for First Name, except must have at least two alpha characters
Street Address 1	At least one alpha character and one numerical character; no obviously false street names (e.g. "Nowhere")
Street Address 2	
Unit Number	
City	No obviously false city names (i.e., "Nowhere", "Anywhere")
State	Valid U.S. state; no U.S. territories
Zip Code	Five numerical characters
Country	U.S. only
Phone 1	Minimum ten numeric characters; no obviously false numbers (e.g. 555, 1234567891, all matching numbers), no disconnected or fax numbers; no non-USA phone numbers
Phone 2	Same as Phone 1
Age	At least two numerical characters, age 18 or older
Email 1	Must include "@" and "."; no non-USA internet address country codes, e.g.: .uk, .ro, .ru, .cn, etc.
Email 2	Same criteria as Email 1
Best time to call	No obviously false times (e.g. "never")
Question1 : Patient Insurance	As per Insertion Order
Questions 2-4	As per Insertion Order
1 For print advertisements; this text within the ad	"When you call the toll free number on this ad; you are authorizing Alliance Health Networks, LLC and one of their partners to contact you by telephone or email to provide information for their products and services; for Medicare beneficiaries this would include permission to discuss covered products and services."
For internet advertisements; This text next to check box ; check box cannot be pre-checked	<p><u>Opt-in Language for DME Private Insurance campaigns & other Healthcare and Consumer Products/Services (As per Insertion order):</u> <input type="checkbox"/> I certify that I entered my own information, and give permission to be contacted at the phone number provided by autodialed calls and/or pre-recorded messages, and by email, by Alliance Health Networks, LLC (AHN) and [See list of specific partners on Insertion Order; cannot use "Marketing Partners"] about Healthcare and Consumer Products/Services[†]; regardless of my status on any State or Federal Do Not Call list. I understand consent is not a condition of purchase. <i>Privacy Policy*</i> [†] For insurance reimbursed offers; must qualify, deductibles and coinsurance may apply</p> <p><u>Opt-in Language for DME Medicare as Insurance campaigns (As per Insertion Order):</u> <input type="checkbox"/> I certify that I entered my own information, and give permission to be contacted at the phone number provided by autodialed calls and/or pre-recorded messages, and by email, by [See Name Specified on Insertion Order] about Arthritis, Back Pain, Diabetic, Sleep and/or related Healthcare Products/Services[†]; regardless of my status on any State or Federal Do Not Call list. I understand that consent is not a condition of purchase. <i>Privacy Policy*</i> [†] For insurance reimbursed offers; must qualify, deductibles and coinsurance may apply</p> <p>*link to: http://www.alliancehealth.com/privacy</p>
For broadcast (TV/radio) advertisements; this	"By calling this toll free number, you are giving permission to be contacted by telephone or email by Alliance Health Networks, LLC and one of their partners to provide information for their products or

script or text within broadcast	services; for Medicare beneficiaries this would include permission to discuss covered products and services.” <i>The vendor will also provide Alliance Health with a voice recording of the call with respondent.</i>
---------------------------------	--

ALLIANCE HEALTH NETWORKS, LLC
STANDARD TERMS AND CONDITIONS FOR MEDIA INSERTION ORDERS v 7.0 031914

Agreed Upon and Executed:

Vendor:	Advertiser: Alliance Health Networks, LLC
Printed Name:	Printed Name:
Title:	Title:
Signature:	Signature:
Date:	Date: