

TERMS OF SERVICE

1. Definitions. The following terms shall have the following definitions:

1.1. "AllDigital Materials" means: (i) AllDigital's Cloud Platform, Cloud Storage, Cloud Processing, and Origin Transit (collectively, the "Cloud Services Technology"); (ii) AllDigital Brevity; (iii) any software, materials, tools, designs, architecture, algorithms, documentation, information, content, data, know-how, ideas, works or similar items that are developed or otherwise obtained by AllDigital, or that are embodied in the Services or provided or used by AllDigital pursuant to the Services; and (iv) all Intellectual Property Rights and proprietary rights in, and any enhancements, improvements, modifications, or derivative works to the foregoing (i) and (ii), including from the provision of the Services.

1.2. "AllDigital Network" means the network of AllDigital or third party computer equipment, including servers, network hubs, or other hardware, network devices or points of presence, and any other AllDigital equipment, used in connection with providing Services under this MSA.

1.3. "Agents" means any employees, affiliates, vendors, contractors, subcontractors, consultants, or agents of a Party.

1.4. "Claims" means claims, suits, actions or proceedings, and all related losses, damages, liabilities, judgments, settlements, costs and expenses (including, without limitation, reasonable attorneys' fees and costs).

1.5. "Confidential Information" means: (i) the terms and conditions of this MSA; (ii) all information disclosed under this MSA relating to the provision of the Services and either Party's business, operation, financial or other information, which is identified as confidential at the time of disclosure or whose confidential nature has been made known by the disclosing party (in writing or orally); (iii) the AllDigital Materials (including the Cloud Services Technology and AllDigital Brevity), and Inventions; and (iv) all other information that a reasonable person would recognize as confidential information. Notwithstanding the foregoing, Confidential Information shall not include information or materials that were or are: (i) publicly available prior to the date received by a recipient hereunder or subsequently came to be publicly available through no fault of the recipient; (ii) lawfully received by the recipient and not subject to a confidentiality obligation; or (iii) independently developed by the recipient or any of its employees, consultants or agents without reference to the Confidential Information of the other Party. Customer's Confidential Information shall not include any Customer Materials provided by or through Customer for the purpose of public posting or display on the AllDigital Network.

1.6. "Customer Materials" means information, content, software or other materials of Customer, its Users, or third parties provided by or through Customer to AllDigital or which is posted, stored or displayed on AllDigital Network in connection with the use of the Services, excluding the AllDigital Materials and AllDigital Network.

1.7. "Intellectual Property Rights" means (i) any and all intellectual property rights and proprietary rights provided under patent law, copyright law, trade secret law, trademark

law, semi-conductor chip or mask work law, or any other statutory provision or common law principle applicable to this MSA, including those which may provide a right in either ideas, formulae, algorithms, concepts, inventions or know-how generally, or the expression or use of such ideas, formulae, algorithms, concepts, inventions or know-how; and (ii) any and all applications, registrations, licenses, sub-licenses, franchises, agreements, or any other evidence of a right in any of the foregoing.

1.8. "Inventions" means (including all Intellectual Property Rights therein) any invention, discovery, improvement, design, machine, device, apparatus, software, designs, information, know-how, composition, process, plan, idea, work of authorship, formula, pattern, compilation, program, method, technique, improvement, development, mask works, trademarks, service marks, or trade secrets.

1.9. "AllDigital Brevity" is digital media workflow, transport, and transcode software.

1.10. "Maintenance and Support" means the maintenance and support services described in Appendix 3 - Maintenance and Support.

1.11. "Professional Services" means any consulting services, implementation work, development work, and other similar services as requested by Customer pursuant to a Service Order Form.

1.12. "Service Order Form" means a form of service order accepted by AllDigital and Customer, or a separate schedule or addendum to any Transaction Document that specifies Services ordered by Customer.

1.13. "Services" means the services provided by AllDigital under this MSA, including the Cloud Services Technology, AllDigital Brevity, Maintenance and Support, Professional Services, and other services.

1.14. "SLA" means a service level addendum applicable to certain Services ordered by Customer, which may be modified from time to time by AllDigital, effective upon posting to AllDigital's website at the following URL: (<http://www.alldigital.com/legal/service-level-agreement/>)

1.15. "Users" means Customer's customers, users, Agents, and any other person or entity that is provided access to the Services directly or indirectly through Customer.

2. Services. AllDigital will provide to Customer the Services described in a Service Order Form, subject to the terms and conditions specified in this MSA. AllDigital may provide the Services through its Agents.

2.1. URL Address. If specifically set forth in a Service Order Form, AllDigital may provide a single and unique Universal Resource Locator (URL) address for use by Customer in connection with the Services. Any URL addresses assigned to Customer, as well as any Internet Protocol (IP) addresses assigned from an AllDigital Network block, are non-portable. Such URL and IP addresses must be returned to AllDigital upon termination or discontinuation of the Service or use of the "Space" (as defined below), and further use by Customer thereafter is prohibited. Customer may transfer an existing domain name to AllDigital's service or Customer may register a new domain name through

AllDigital for a service fee as published by AllDigital from time to time, and such domain name will remain the property of Customer upon termination or discontinuation of the Services.

2.2. Inactivated Services. With respect to any Services that may become inactivated, AllDigital may purge from its systems all records pertaining to said Services. However, to the extent it is practicable to do so, AllDigital will, upon written request by Customer, attempt to maintain Customer's records for a period of up to sixty (60) days from the date the Services are rendered inactive in the event Customer may wish to reactivate Services within such period.

2.3. Certain Services. The following provisions of this Section shall apply only to those customers that subscribe to the respective services set forth below each caption of the sub-sections below:

a. Colocation and/or Managed Server Customers Only. "Space" means the facilities whether owned or rented by AllDigital, where Customer's hardware, software and other personal property or assets, whether owned, leased or licensed by Customer (collectively "Customer Equipment") are stored and operated. For managed server customers, the Customer shall, at its own expense, provide, manage and maintain the third party software applications and media properties, while AllDigital provides the server hardware, operating system and management of the server, as well as maintenance thereof, plus rack space and bandwidth from AllDigital's Network. Services (for both Colocation and Managed Server) shall not include support for problems arising out of: (i) modification, alteration or addition of hardware undertaken by persons other than AllDigital or AllDigital's authorized representatives, or (ii) hardware supplied by Customer, although such support may be available at an additional cost, or (iii) installation of third party software (excluding operating systems supported by AllDigital as part of a managed server); however, upon Customer's request, AllDigital will attempt to perform a default installation of third party software applications upon initial setup of managed server, without warranting the results, and additional configuration support may be available at AllDigital's then standard rates for such support as published from time to time.

Under all circumstances, Customer continues to be responsible for providing and managing Customer Equipment and third party software applications, their functionality, data, and interaction with other hardware, applications and operating systems, and for obtaining technical support directly from the applicable Customer Equipment or software vendor. Customer shall not make any changes or material alterations to the interior or exterior portions of the Space, including any cabling or power supplies for its hardware. Customer agrees to reimburse AllDigital and its successors and assigns for all reasonable repair or restoration costs associated with damage or destruction caused by (i) Customer's personnel, Customer's Agents, its Users, or their respective guests, or (ii) as a consequence of Customer's removal of its hardware or property installed in the Space.

b. Colocation Customers, Only. AllDigital grants to Customer a non-exclusive, non-transferable license to occupy the Space for the duration as mutually agreed upon by the Parties. Such Customer acknowledges that it has been granted only a license to occupy the Space and that it has not

been granted any real property interests in the Space. Due to changing facilities requirements, AllDigital reserves the right, without prior notice to Customer, to relocate Customer Equipment within the Space or to move the Customer Equipment to other facilities that are within a reasonable distance from the original Space in AllDigital's sole discretion. Customer assumes any and all risks associated with use of the Space by Customer and its Users, and their respective guests.

c. Cooperation. Customer shall reasonably cooperate with AllDigital in the performance of the Services and to timely provide AllDigital with all reasonably necessary materials, access, content, media files, and other information, resources, and assistance necessary for AllDigital to provide the Services. To the extent that Customer does not provide cooperation and materials in a timely manner, this may result in a delay or an extension of the timeframe in the provision of the Services by AllDigital. Each Party shall designate a contact person (and one or more backup contacts) to be primarily responsible for coordination of the Services.

2.4. Exclusive Use. Customer shall not, without the prior written consent of AllDigital, use the Services, in whole or in part, other than for Customer's internal business purposes or for the purposes described in the applicable Service Order Form, and shall not resell, provide, or allow use or access to any portion of the Services to any third party.

2.5. Third-Party Service Providers. If at any time AllDigital provides to Customer the name and contact information of a third party provider of ancillary products or services, such as payment processors and domain name registrars or Customer specifically requests that AllDigital cause such a third party to contact Customer, and Customer subsequently contracts directly or indirectly (including, without limitation, through AllDigital or its website) with such third party, such action by AllDigital does not constitute an endorsement, representation or warranty by AllDigital of such third party's product or service or the capabilities thereof, and AllDigital does not assume any liability whatsoever associated with Customer's or other party's use of such third party product or service.

3. Fees and Payment. Customer agrees to pay in United States dollars all fees, charges, and expenses in connection with the Services.

3.1. Payment. Payment is due within thirty (30) days after the date of the invoice. The effective billing start date for Services is the date set forth in the applicable Service Order Form, or the day that Customer's service commences or is deemed to commence in accordance with AllDigital's notices to Customer, whichever occurs first; bills for partial periods are prorated. If AllDigital is unable to provide the Services due to any delay or other reason caused primarily by Customer, AllDigital may commence billing when AllDigital would have been ready to deliver such Services (as determined by AllDigital in its reasonable discretion) but for such delay.

3.2. Excess usage. If Customer exceeds its most recent, mutually agreed-upon bandwidth, data transfer or data storage committed rate for any given month as set forth in the applicable Service Order Form, AllDigital reserves the right to bill Customer an additional amount at the over-committed

rate for the actual amount of excess bandwidth, data transfer or data storage during such month. AllDigital reserves the right to change pricing for the Services by providing no less than twenty (20) days' notice to Customer prior to expiration of any term of any Service Order Form then in effect, which will become effective on the day immediately following the expiring term or such later date as may be stated in such notice.

3.3. Late Payments. Invoiced amounts not paid when due shall accrue interest at the rate of 1.5% per month multiplied by the amount due (which shall include principal and all prior interest accrued but unpaid) or the maximum amount allowed by applicable law, whichever is less, until paid. Termination of this MSA (or any Transaction Document) and/or payment of late fees shall not prejudice any other rights or remedies that may be available to AllDigital with respect to any nonpayment of applicable Service Fees. Customer's obligation to pay for Services is absolute, unconditional and not subject to reduction, set-off, counterclaim or delay. In addition, in the event that AllDigital pursues past due balances of Customer, or takes other action to enforce Customer's obligations under this MSA, Customer shall be responsible for all costs incurred by AllDigital, including reasonable attorneys' fees. All of AllDigital's rights and remedies are cumulative, and the pursuit of any one or more of them shall not constitute an election of remedies.

3.4. Taxes. The fees, costs, and/or other compensation to be paid by Customer to AllDigital with respect to the Services are exclusive of all applicable taxes, and Customer agrees to pay all applicable federal, state, local, and foreign sales, use, value-added, alternative, add-on minimum, transfer, property, franchise, license, excise, import, export, registration, and other taxes, duties, tariffs, and fees associated with its receipt of the Services, but excluding any taxes on AllDigital's net income, capital, or gross receipts.

3.5. Travel Expenses. In addition to the fees set forth in a Service Order, Customer shall pay for the travel expenses (including transportation, food, lodging and other related expenses) of AllDigital's personnel and Agents. AllDigital shall obtain the prior approval of Customer for travel expenses.

3.6. Suspension of Service. In the event of Customer's failure to timely pay any fees or any other breach under this MSA, then AllDigital may, at its option and without prejudice to any and all other remedies available to it, suspend, interrupt or terminate the Services until Customer complies with all terms of this MSA. Any such action by AllDigital does not relieve Customer of its obligation to continue to pay all fees for the remainder of the Term.

3.7. Billing disputes. Billing disputes must be brought to AllDigital's attention, in writing, within twenty (20) days after the date of the invoice for which Customer has any dispute; otherwise Customer will be deemed to accept the accuracy of such invoice and waive its right to dispute anything related to that invoice. In order to be able to dispute any issue on an invoice that relates to service credits, Customer must have followed and timely complied with the procedures contained in the applicable SLA for requesting such credits. The SLA sets forth Customer's sole and exclusive remedies for Services subject to such SLA.

4. License Grant.

4.1. License to Customer's Materials. Customer hereby grants to AllDigital a worldwide, non-exclusive right and license to use, access, promote, perform and display Customer Materials (including User information) as necessary for AllDigital to provide the underlying Services.

4.2. License to Access the Services. Subject to the terms of this MSA, AllDigital hereby grants to Customer, during the term of the applicable Service Order Form, a non-sublicensable, non-transferable, non-exclusive license to access the Services, solely for Customer's internal business purposes.

4.3. Prohibition. Customer shall not, and shall not permit its Users to: (i) alter, modify, reverse engineer, create derivative works from, disassemble, or decompile the Services or the AllDigital Materials; (ii) interfere in any manner with the Services, (iii) use the Services other than as permitted under this MSA; or (iv) give away, regularly display, make available, or otherwise transfer the AllDigital Materials or Services (or any materials therefrom) to any third party. Customer will comply (and will ensure that its Users are in compliance) with the AUP and applicable laws.

4.4. Necessary Equipment. Customer shall be solely responsible, at its own expense, for acquiring, installing and maintaining all equipment, hardware, software and other equipment as may be necessary for it and its Users to connect to, access, and use the Services. Unless otherwise provided in a Service Order Form, Customer assumes full responsibility for making its own separate backup copy of any information posted to the AllDigital Network.

5. Ownership.

5.1. Customer. Except for the AllDigital Materials, Customer retains all right, title and interest in and to (i) Customer Materials provided to AllDigital, and (ii) Customer's Confidential Information.

5.2. AllDigital. AllDigital (or its suppliers) retains and shall own all right, title and interest (i) in AllDigital's Confidential Information, (ii) the AllDigital Materials, the AllDigital Network, and any materials now or hereafter contained in or posted on any of the foregoing and in whatever form, any materials copied, downloaded, printed, or otherwise produced from the foregoing, any memoranda or other materials furnished to Customer pursuant to this MSA, and any and all improvements, updates, and modifications thereto; (iii) in all inventions, software, designs, know-how, technology, tools, information, ideas, and materials that are created, made, or developed by AllDigital (or its Agents) in connection with the Services; and (iv) all Intellectual Property Rights embodied or to be embodied in the Services and the foregoing (i), (ii) and (iii). AllDigital (or its suppliers) shall have the exclusive right to use, sell, license, modify or otherwise exploit or dispose of any such Intellectual Property Rights.

6. Term and Termination.

6.1. Term. This MSA shall become effective as of the Effective Date and remain in effect until terminated in accordance with this Section 6 (the "Term"). With respect to a Service Order Form, upon expiration of the initial term of a Service Order Form, such Service Order Form will automatically renew for one or more additional terms for the same period as such initial term or then current term of the Service Order Form unless and until either Party notifies the other Party in writing of its intent to terminate such Service Order Form at least thirty (30) days prior to the expiration of the then current term of such Service Order Form. If no initial term is specified in a Service Order Form, the initial term for such Service Order Form shall be for a period of one (1) year. Notwithstanding anything to the contrary, the termination of this MSA will not apply to any Service Order Form then in effect and this MSA will continue to apply to any such Service Order Form as if not terminated until such time as both Parties have performed all of their obligations with respect to such Service Order Form or such Service Order Form is terminated in accordance with this MSA.

6.2. Termination for Cause. This MSA (and/or any Service Order Form) may be terminated immediately by either Party: (i) upon the material breach by the other Party of any of such other Party's obligations hereunder (including payment obligations), which breach has not been cured within 30 days after the breaching Party has received written notice thereof; or (ii) if all or a substantial portion of the assets of the other Party are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, or a proceeding is commenced by or against the other Party for relief under bankruptcy or similar laws and such proceeding is not dismissed within 60 days, or the other Party is adjudged bankrupt.

6.3. Effect of Termination. Upon expiration or termination of this MSA for any reason, any amounts owed to AllDigital under this MSA before such termination will be immediately due and payable, all licenses granted herein shall immediately terminate, and each Party shall return to the other all property (including any Confidential Information) of the other Party in its possession or control. AllDigital will promptly cease performing all Services and all Customer access to the Services shall be immediately suspended. In the event this MSA is terminated as a result of a material breach of this MSA by AllDigital, Customer shall have no obligation to make any future payments after such date of termination. In the event this MSA is terminated by AllDigital as a result of a material breach of this MSA by Customer (or terminated by Customer without cause), Customer shall continue to be obligated to make all past and future payments, when due, as set forth in the applicable Service Order Form.

6.4. Survival. The following provisions shall survive the termination or expiration of this MSA: (i) Sections 1, 3 (to the extent payments are due), 4.3 and 5-11 of Appendix 1 (General Terms and Conditions); and (ii) Section 2 of Appendix 2 (Professional Services).

7. Confidentiality. Each Party agrees that, during the Term of this MSA and at any other time thereafter, it will not make use of, disseminate, or in any way disclose the other Party's Confidential Information to anyone, except as authorized by this MSA or to the extent necessary for performance of this MSA. Each Party agrees that it will

disclose Confidential Information only to those of its employees and contractors who need to know such information and who have previously agreed to be bound by the non-disclosure terms and conditions that are substantially in accordance with this MSA. Each Party will treat all Confidential Information of the other Party with the same degree of care as it accords its own confidential information and represents that it exercises reasonable care to protect its own confidential information. Neither Party shall disclose to third parties (other than its agents and representatives on a need-to-know basis), the terms of this MSA or any Service Order Form hereto without the prior written consent of the other Party, except either Party shall be entitled to disclose (i) such terms to the extent required by law; and (ii) the existence of this MSA. Notwithstanding the foregoing, a Party receiving Confidential Information shall not be in violation of this Section with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the receiving Party provides the other Party with prior written notice of such disclosure in order to permit the other Party to seek confidential treatment of such information. All materials, including copies and summaries, containing the other Party's Confidential Information shall be destroyed or returned to such Party, as instructed by such Party, by the recipient promptly upon request.

8. Disclaimer of Warranty.

(a) Except as expressly set forth in the applicable SLA, the Services, the AllDigital Materials, the AllDigital Network, and all other data and materials provided in connection with this MSA by AllDigital are provided "AS IS" and "AS AVAILABLE," without representations or warranties of any kind. AllDigital shall not be responsible for any problems with the Services attributable to: (i) the public Internet infrastructure or either Party's ability to connect to the Internet, (ii) third-party sites, networks, equipment, services, or resources; or (iii) any service, software, server or facility provided, owned by or fully or partially controlled by Customer or its Users.

(b) EXCEPT AS EXPRESSLY SET FORTH IN THE APPLICABLE SLA, ALLDIGITAL, ITS LICENSORS AND SERVICE PROVIDERS ("THIRD PARTY PROVIDERS") MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SECURITY OF CONNECTIONS OR DATA, OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. ALLDIGITAL DOES NOT WARRANT THAT THE SERVICES, THE ALLDIGITAL MATERIALS, OR THE ALLDIGITAL NETWORK WILL BE PROVIDED ERROR-FREE, UNINTERRUPTED, OR VIRUS-FREE.

9. Limitation of Liability. EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, OR LIABILITY ARISING FROM EITHER PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS, OR CUSTOMER'S BREACH OF THE AUP OR LICENSE RESTRICTIONS, NEITHER PARTY (INCLUDING THIRD PARTY PROVIDERS) WILL BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY,

INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS MSA, INCLUDING, DAMAGES FOR LOST DATA, DAMAGE TO SOFTWARE OR EQUIPMENT, SERVICE INTERRUPTIONS, INABILITY TO ACCESS DATA OR SERVICES, DENIAL OF SERVICE OR OTHER ATTACKS BY ANY THIRD PARTY, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, CUSTOMER'S BREACH OF THE AUP, LICENSE RESTRICTIONS OR ITS PAYMENT OBLIGATIONS, OR EITHER PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS, NEITHER PARTY'S (INCLUDING THIRD PARTY PROVIDER'S) LIABILITY ARISING OUT OF OR RELATING TO THIS MSA SHALL EXCEED THE AGGREGATE FEES PAID TO ALLDIGITAL BY CUSTOMER UNDER THE APPLICABLE SERVICE ORDER FORM FOR THE SERVICE THAT IS THE OBJECT OF THE CLAIM.

10. Indemnification.

10.1. By AllDigital. AllDigital shall defend, indemnify and hold harmless Customer and its directors, officers, employees and agents from and against any third-party claim (and any damages, liabilities, or expenses arising out of such claim) that AllDigital's proprietary technology infringes any Intellectual Property Rights of any third party. However, the foregoing does not apply to the extent that the infringement is caused by any of the following: (i) the use of the Services by Customer (its Users) in a manner not in accordance with this MSA or the related documentation; or (ii) where the infringement arises from Customer Materials, Customer's (or its Users') modification of the Services, or arises from Customer's technical specifications or Customer's combination of the Services with either Customer Materials or third party materials.

10.2. By Customer. Customer shall defend, indemnify and hold harmless AllDigital and its directors, officers, employees and agents from and against any third-party claim (and any damages, liabilities, or expenses arising out of such claim): (i) that the Customer Materials infringe any Intellectual Property Rights of any third party, or (ii) arising out of a violation of the AUP by Customer or its Users.

10.3. Procedures. The indemnifying Party's indemnification obligations under this Section are conditioned upon the indemnified Party: (a) giving prompt notice of the claim to the indemnifying Party; (b) granting sole control of the defense or settlement of the claim or action to indemnifying Party (except that indemnified Party's prior written approval will be required for any settlement that reasonably can be expected to require a material affirmative obligation or admission of, or result in any ongoing material liability to, the indemnified Party); and (c) providing reasonable cooperation to the indemnifying Party and, at the indemnifying Party's request and expense, reasonable assistance in the defense or settlement of the claim.

11. Miscellaneous.

11.1. Acceptable Use Policy. Customer agrees to be bound at all times by AllDigital's current Acceptable Use Policy ("AUP"), and all subsequent versions that may be modified from time to time by AllDigital, effective when

provided to Customer or posted on AllDigital's website (<http://www.alldigital.com/legal/acceptable-use-policy/>) (the AUP is incorporated herein by this reference and made a part of this MSA). By signing this MSA, Customer represents that it has read and understood and agrees to be bound by the AUP as currently in effect at any time during the Term.

11.2. Joint Marketing. AllDigital may use Customer's name in a listing of new, representative or continuing customers in press releases, on its website, or in other marketing materials or dissemination of information. The parties may agree to cooperate in joint marketing activities or in issuing a joint press release.

11.3. Injunctive Relief. It is hereby understood and agreed that damages may be an inadequate remedy in the event of a breach of confidentiality obligations by a Party of this MSA and that any such breach may cause the other Party great and irreparable injury and damage. Accordingly, each Party agrees that the other Party may be entitled, without waiving any additional rights or remedies otherwise available to the other Party at law or in equity or by statute, to seek injunctive and other equitable relief in the event of a breach or intended or threatened breach of confidentiality obligations.

11.4. Non-Exclusive. The Parties acknowledge and agree that, except as may be agreed in writing by the Parties, the rights granted to each other in this MSA are granted on a non-exclusive basis, and that nothing in this MSA prevents either Party from entering into similar agreements with third parties at any time.

11.5. Non-Solicitation. During the Term and for one year following the end of the latest Service Order Form, Customer shall not (and shall ensure that its Agents do not), directly or indirectly, recruit, solicit, or hire any employee or consultant of AllDigital, or induce or attempt to induce any employee or consultant of AllDigital to terminate his or her employment or consulting arrangement with, or cease his or her relationship with AllDigital.

11.6. Independent Contractor. The Parties are entering into this MSA as, and shall continue to be, independent contractors. The Parties agree that no agency, partnership, franchise, joint venture, employment or other association shall be deemed created by this MSA. Neither Party shall have authority to act for or make any representations or warranties on behalf of the other Party.

11.7. Assignment. Customer may not assign this MSA (or any of its rights under this MSA) without AllDigital's prior written consent (which consent shall not be unreasonably withheld or delayed), and any purported attempt to do so shall be null and void. AllDigital's rights and obligations, in whole or part, under this MSA may be assigned, delegated or transferred by AllDigital. Subject to the foregoing, this MSA is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

11.8. Change in Services. AllDigital has the reasonable right to change, modify, and otherwise convert the technology used to provide the Services so long as the basic functionality and quality of the Services are not reduced.

11.9. Severability. If any provision of this MSA is held to be illegal, void, or unenforceable, the remaining provisions

shall continue in full force and effect without being impaired or invalidated in any way.

11.10. Governing Law. This MSA shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. All disputes arising under this MSA shall be brought in the state and federal courts located in Orange County, California. Each Party consents to exclusive jurisdiction in such courts.

11.11. Force Majeure. Neither Party shall be in breach or otherwise liable for any delay in or failure of its performance under this MSA if such delay or failure arises by any reason beyond its reasonable control, including any act of God, earthquakes, floods, fires, riots, or failures or delay in transportation or communications; provided, however, that lack of funds shall not be deemed to be a reason beyond a Party's reasonable control.

11.12. Headings; Construction. The section headings used in this MSA are intended solely for convenience of reference and shall not in any manner expand, limit, modify or otherwise be used in the interpretation of any of the provisions hereof. This MSA shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the party drafting this MSA in construing or interpreting the provisions hereof. As used in this MSA, the term "including" or "includes" means "including without limitation."

11.13. Entire Agreement. This MSA (together with the Transaction Documents and any other exhibits attached hereto), constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all agreements or understandings, whether written or oral, between the parties with respect to such subject matter. Any capitalized term used but not defined in the exhibits to this MSA shall have the meanings set forth in this MSA. Each Party represents that the individual signing this MSA on behalf of such Party has the proper authority to sign this MSA.

11.14. Notices. All notices, requests, demands and other communications under this MSA shall be in writing and shall be deemed to have been duly given when personally delivered; on the date of transmission if sent by facsimile or

email; and on the fifth business day after mailing if mailed to the Party to whom notice is to be given, by first class mail, postage prepaid, and must be sent to the contact person for notices at the address listed on the Service Order Form.

11.15. Amendments. This MSA may not be amended, supplemented, canceled, or discharged except by written instrument executed by the parties hereto.

11.16. Order of Priority.

(a) Any amendments to a Transaction Document (including with respect to any exhibits and schedules) that are agreed upon by the Parties subsequent to the Effective Date, shall likewise be incorporated by this reference into the Transaction Documents. Any conflict among or between the documents making up this MSA will be resolved in accordance with the following order of precedence (in descending order of precedence):

- (i) General Terms & Conditions (Appendix 1);
- (ii) The coversheet to this MSA;
- (iii) SLA(s);
- (iv) Maintenance and Support (Appendix 3);
- (v) Professional Services (Appendix 2); and
- (vi) Service Order Form(s).

(b) Notwithstanding the foregoing Section (a), a Service Order Form may amend this MSA by specifically stating a provision constitutes an amendment and referencing the Section that is being amended. Any such amendment will be limited in its application to the Service Order Form in which the amendment is contained and will be no impact on any other Service Order Form or on this MSA as it relates to any such other Service Order Form.

11.17. Waivers. All waivers hereunder shall be in writing. The failure of either Party to enforce at any time for any period any provision hereof shall not be construed to be a waiver of such provision.

11.18. Counterparts. This MSA may be executed in any number of counterparts (including any facsimile counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.