



Call Provider Publisher Master Service Agreement

This Master Service Agreement and or Insertion Order Terms and Conditions shall govern the relationship between Channel Edge Media a UT Corporation (“Company”), and (“Provider”) in connection with the advertising and marketing services provided by “Provider” to Channel Edge Media. All updates or revisions by Company to this Call Provider Publisher Master Service Agreement will be notified to Provider via email. All Insertion Orders and the Recitals set forth above are incorporated into this Agreement with the same force and effect as though fully set forth herein and shall all together constitute this Agreement. Notwithstanding the forgoing, the Insertion Order may include a new and more detailed list of Services for a particular campaign and, to the extent of any conflict, such terms in this master service agreement will supersede the Insertion Order. Each of the parties may hereinafter be referred to as a “Party” or jointly as the “Parties”.

WHEREAS, Company is in the business of arranging for the forwarding of live, inbound, and or outbound dialed lead-generation calls to its clients; and

WHEREAS, Lead Provider is a provider of advertising and marketing services intended to generate inbound calls and our outbound dialed calls from consumers interested in particular goods or services (“Calls”); and

WHEREAS, Company wishes to engage Lead Provider, and Lead Provider wishes to provide its services (“Services”), to help generate Calls from consumers for forwarding to one or more of Company’s clients, in each case pursuant to a separate insertion order (“Insertion Order”) containing details for the applicable campaign(s), each of which Insertion Orders shall be deemed to be incorporated herein and made a part of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the Parties agree as follows:

1. Definitions.

“Agreement” means these Terms, together with any applicable IO. Each IO, when combined with these Terms, shall be a separate Agreement.

“Approval” and/or “Approved” means the written consent by an authorized representative of the approving Party, sent in accordance with the Notice provision of these Terms.

“Call Transfer” means a telephone call placed by a Consumer to or through the Provider which is transferred by the Provider to Channel Edge Media.

“Consumer” means any person whose telephone call to or through Provider is Live Transferred by Provider to Channel Edge Media.

“Effective Date” means the date upon which Provider accepts an IO which is subject to this Agreement. “Inbounds” “Click to Call” means a transfer of a telephone call originated by a Consumer to Provider Channel Edge Media.

“Data” or “PII” means information that: (i) identifies or can be used to identify a Consumer (including names, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to



authenticate an individual (including government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, health data and other personal identifiers).

“Transfers” means a Live Transfer, a transfer from a call center agent or IVR, or any other similar form of transfer where a Consumer is transferred to Channel Edge Media.

2. Agreement to Accept Live Transfers, Inbounds, Data; Requirements.

Provider may originate a Call or Lead by a Live Transfer, Inbounds, Data to Channel Edge Media only under these Terms and Conditions.

Payment for a Call Lead will be made by Channel Edge Media as set forth in the applicable IO, provided that such Call Lead was provided in compliance with these Terms.

Live Transfer, Inbounds, Data may only originate from Provider through its own network of advertising media. No retransfers of a Call Lead may be made by Provider to Channel Edge Media at any time.

Any data collected by Provider shall be obtained, collected, and compiled using methods that fully comply with all (federal and state) applicable laws, rules, and/or regulations, including, without limitation:

1. The Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, the Telemarketing Sales Rule (“TSR”), 16 CFR Part 310, the CAN-SPAM Act, 15 U.S.C. § 7701 et seq., the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681 et seq., the Gramm-Leach-Bliley Act (“GLBA”), 15 U.S.C. § 6801 et seq.,
2. The Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. § 6501 et seq., the Health Insurance Portability and Accountability Act (“HIPAA”), 45 CFR Parts 160 and 164,
3. The Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 41 et seq.,
4. The Data Security Rule (under HIPAA), 45 CFR Part 164, Subpart C, the California Consumer Privacy Act (“CCPA”), Cal. Civ. Code § 1798.100 et seq.,
5. The California Privacy Rights Act (“CPRA”), Cal. Civ. Code § 1798.100 et seq.,
6. The Virginia Consumer Data Protection Act (“CDPA”), Va. Code Ann. § 59.1-570 et seq.,
7. The Colorado Privacy Act (“CPA”), Colo. Rev. Stat. § 6-1-1301 et seq.,
8. The Connecticut Data Privacy Act (“CDPA”), Conn. Gen. Stat. § 36b-58 et seq.,
9. The Utah Consumer Privacy Act (“UCPA”), Utah Code Ann. § 13-48a-101 et seq.,
10. The Iowa Data Protection Act (“IDPA”), Iowa Code § 22.11 et seq., the Nevada independent contractors, data Uniform Trade Secrets Act (“NUSTA”), Nev. Rev. Stat. § 600A.010 et seq.,
11. The Consumer Financial Protection Act (“CFPA”), 12 U.S.C. § 5481 et seq., all applicable state laws governing data privacy, security, and consumer protection, including but not limited to state mini-TCPA laws, state anti-spam laws, and state biometric privacy laws, and all applicable international laws and regulations, including the General Data Protection Regulation (“GDPR”), the California Consumer Privacy Act (“CCPA”), and
12. The California Privacy Rights Act (“CPRA”). Provider shall conduct due diligence and maintain up-to-date knowledge of all applicable laws and regulations related to data collection and processing. Provider shall indemnify and hold harmless Channel Edge Media LLC from and against any and all claims, losses, damages, liabilities, costs, and expenses (including attorney’s fees) arising from or relating to Provider’s failure to comply with any Applicable Laws in connection with the collection, use, or disclosure of Data..

All Call Leads shall be originated by Provider by methods which are fully compliant with the TCPA, the TSR, the CAN SPAM Act, and the Applicable Laws. Any Call Leads Provider provides to Channel Edge Media for telemarketing shall consist of records of persons who (i) have made an inquiry (as that term is used in the Telemarketing Sales Rule and applicable state law, sufficient to satisfy the requirements of an Established Business Relationship as defined in the Telemarketing Sales Rule and applicable state law) regarding advertised services, and (ii) have not subsequently requested to be added to Channel Edge Media’s or Providers internal do-



not- call list pursuant to the National Do Not Call Registry. Provider shall maintain records, and will supply such records to Channel Edge Media upon request, evidencing (i) compliance with the National Do Not Call Registry, (ii) maintenance and compliance with an internal do-not-call list, and (iii) the inquiry including, without limitation, the person receiving the inquiry or applicable IP addresses, and time/date stamps.

Provider's call center agents receiving inbound calls from those customers who call into Provider's call centers will determine each Consumer's interest in a product or service marketed by Channel Edge Media by presenting a script ("Script") prepared and approved by Channel Edge Media and delivered to Provider with a corresponding insertion order. Provider's call center agents shall read the Script verbatim. Channel Edge Media, in its sole discretion, may update or modify the Script or test different formulations of the Script and Provider shall implement such new scripts within one (1) business day of confirmed receipt of the updated or modified Script. All marketing performed via the telephone shall: (a) follow all Do Not Call ("DNC") rules, whether federal or state protocols and regulations, (b) employ a quality review process that includes call recording systems, for quality assurance and review, and inform Consumers of recording procedures as required, (c) employ a quality review process, including random review, targeted audit, random audit, rectifying complaints, etc., (d) properly present and not overpromise the services related to the Script provided by Channel Edge Media, (e) not "force" consumers into selecting options; for example, if a Consumer states "he or she is not interested" twice, the call should end, and (f) clearly identify the phone representative as being from or with Provider. Provider's call center agents will, upon a Consumer's expression of interest in the products or services identified in the Script, obtain from such Consumer (prior to any Transfer) the Consumer's express and explicit consent and permission for the Provider's call center agent to transfer the customer to Channel Edge Media.

Provider shall be solely responsible for all telecommunications costs related to all calls prior to the Transfer of the Consumer to Channel Edge Media.

Upon request, Provider will provide Channel Edge Media with a report which shall consist of at least: (i) the number of Consumers who are read or otherwise are presented with the Script, and (ii) the number of Consumers who are transferred to Channel Edge Media. Upon request, Provider will provide Publisher with a report which shall consist of the number of Consumers who are transferred to an Channel Edge Media. Provider will provide to Channel Edge Media auditable records for every call that results in a transferred phone call to Channel Edge Media.

Channel Edge Media hereby grants Provider a non-exclusive, non-transferable, royalty-free license to access, reproduce, display and communicate to end users Channel Edge Media content. Such licenses will terminate automatically upon the termination of this Agreement.

3. Term; Termination

This Agreement commences on the Effective Date and continues as long as an IO is in effect. Termination under one IO shall not impact the terms, rights or obligations of the Parties under these Terms with respect to any other IO.

Termination by Either Party. Either Party may terminate this Agreement immediately upon written notice if the other Party is in breach of a material term of this Agreement and fails to cure such breach (if curable) within fifteen (15) days of written notice of such material breach. Either Party may terminate this Agreement at any time on ninety (90) days prior written notice to the other Party unless otherwise set forth in an IO.

Effect of Termination. Termination of this Agreement shall not relieve either party of its obligations to the other party in respect of services delivered prior to such termination date.



4. Confidentiality

Neither Party shall use or disclose Confidential Information disclosed by the other Party except as expressly provided in this Agreement. As used herein, "Confidential Information" means, with respect to each Party, all data related to the sources of a Party's Live Transfers ("Source Data"), the terms of this Agreement, marketing, financial, employee, planning, technical and other confidential or proprietary information, and with respect to Channel Edge Media, all pricing information and any information regarding the members or performance of Channel Edge Media and any end user PII delivered to Channel Edge Media in connection with this Agreement. The obligations of the recipient of Confidential Information hereunder will terminate if such information:

(a) was already lawfully known to the recipient at the time of disclosure; (b) is disclosed to the recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the recipient has become, generally available to the public; or (d) is independently developed by the recipient without access to or use of the other Party's Confidential Information. In addition, the recipient will be allowed to disclose Confidential Information of the other Party to the extent that such disclosure is (i) Approved, (ii) necessary for the recipient to enforce its rights under this Agreement, or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the recipient notifies the other Party of such required disclosure promptly and in writing and cooperates with the other Party, at the other Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

5. Fees

Company will compensate Lead Provider for all Calls received pursuant to the Insertion Order, which are not otherwise rejected by Company and/or its client - within seven (7) business days of receipt of undisputed invoice. If Company and/or its client provides timely written notice of its rejection of any Call(s), then Lead Provider shall have five (5) days to either correct or improve the defective Call(s). Company shall not be required to pay for any Services or Calls that do not meet the specifications or special instructions set forth within applicable Insertion Order(s) to which a timely objection has been made and which are not corrected by Lead Provider within the applicable cure period. Without limiting the foregoing, Lead Provider acknowledges and agrees that Calls may be rejected if (a) Company and/or its client reasonably suspect fraud or other improper activity, (b) Calls are generated or supplied by any method(s) prohibited in the Insertion Order (such as but not limited to sending mystery shoppers, incentivized callers, etc.), (c) the eligibility of callers is materially below reasonable expectations based on comparable programs, (d) the conversion rate of Calls into customers is materially below reasonable expectations based on comparable programs, (e) any violation of law or this Agreement is suspected, or (f) any other reason(s) that call into question the legitimacy or appropriateness of the Calls.

Without limiting any other remedies, Company and/or its client shall retain the right to withhold payment, or in the event payment has already been made, Company and/or its client shall be entitled to a claw back, for any Calls generated or derived if at any time it is determined that such Calls are, or have been acquired by any means which are not compliant with any provision of this Agreement or otherwise in violation of any federal, state, or local laws. In the event of a claw back, company shall be able to charge for any reasonable fees incurred while trying to retrieve such funds. In any event, the invoice must be received by Company within ninety (90) days of delivery of the Completed Action, Inbound Call, Call Transfer. Failure by Lead Provider to send a timely invoice shall be considered a waiver of right to payment for delivery of goods or services for which no invoice was sent timely.

Lead Provider acknowledges and agrees that all payment by Company hereunder under any Insertion Order is on the basis of "sequential liability," whereby Company is liable to Lead Provider for Calls solely to the extent proceeds have cleared from Company's client to Company for Calls delivered and accepted in accordance with the Insertion Order and this Agreement. For sums not yet cleared to Company, Lead Provider agrees to hold Company's client solely liable. Lead Provider understands that the client is Company's disclosed principal and Company, as agent, has no obligations relating to such payments, either joint or several, unless and until it has



received payment from its client. If a Lead Provider fails to send Company an invoice for calls or leads generated within three (3) months of the invoiced period, then Lead Provider will forfeit all amounts owed.

6. Ownership

Each Party will retain all rights, title and interest in and to its Confidential Information, websites, intellectual property, its source data, any data it obtains from its websites, and any creative that it develops hereunder (other than the content or intellectual property provided by the other Party). Channel Edge Media's websites and all software, programming code, computerized data, hypertext language (HTML) or similar files created, generated, assembled or developed by it, methods of operation, processes, algorithms, documents, trademarks, and other intellectual property developed by Channel Edge Media relating thereto (collectively "Property"), are the sole and exclusive property of Channel Edge Media. Provider agrees and acknowledges that no right, title, interest or license in or to any of the Property is or shall be conveyed or granted to Channel Edge Media. Provider shall not and shall not attempt to copy, transfer, modify, translate, reverse engineer, decompile or disassemble Channel Edge Media website(s), Property, or any part thereof.

7. Representations and Warranties

Each Party represents, warrants and covenants to the other Party that (i) it has all necessary rights and authority to enter into this Agreement and to grant the rights and licenses hereunder; (ii) the execution or electronic acceptance of this Agreement and the performance of its obligations hereunder do not and will not violate any agreement to which such Party is a party or by which it is otherwise bound, and (iii) its performance hereunder will comply with all applicable federal, state and local laws and regulations.



Provider represents and warrants that (i) it shall maintain any and all licenses, bonds, or similar items required by applicable state or federal statute or regulatory authority for the conduct of Provider's business ("Required Authority") in any jurisdiction from which Channel Edge Media receives Transfers and that it shall notify Channel Edge Media of the loss or expiration of any such Required Authority within three (3) business days of such loss or expiration, (ii) it owns all intellectual property rights in any content it uses to generate a Call Lead or has all rights needed to grant the licenses granted to Channel Edge Media in this Agreement, (iii) all information contained in any Channel Edge Media content, including rate, payment, or product information provided to Provider will at all times be accurate in all respects, and (iv) in the case that Provider is an advertising agency, it is authorized to act as agency on behalf of the principal indicated on Channel Edge Media Insertion Order and that it is the agency of record for such principal.

Any Lead Provider that consists of an aggregation of affiliates (collectively, a "Lead Provider Network", representing one or more "Sub-Affiliates"), hereby agrees to the following terms and conditions: (a) in the event of a consumer complaint, legal or regulatory issue, within 24 hours of Company's request, Lead Provider Network shall provide Company with contact information for any Sub-Affiliate, including without limitation contact name, mailing address, payment information, telephone number, and email address; (c) immediately of Company's request, Lead Provider Network shall remove any Sub-Affiliate from Company's campaign(s) and ensure that the Sub-Affiliate(s) does not generate any Lead(s) provided to Company in the future; and (d) Lead Provider Network shall be responsible and liable for each Sub-Affiliate's conduct and compliance under this Agreement.

Provider represents and warrants that it (i) will not make or accept any offers, or make any representations, on behalf of Channel Edge Media or regarding Channel Edge Media's products or services except as authorized by Channel Edge Media, (ii) will not collect a fee from an end user associated with Transfers delivered from user, (iii) will not compensate any end user to take a particular action resulting in Transfers delivered to Channel Edge Media, and (iv) has all necessary rights to transfer any PII provided to Channel Edge Media as contemplated under the Agreement.

Lead Provider will not publish, distribute, or otherwise communicate any advertising, content, or material of any kind, or authorize anyone else to do so -- including but not limited to phone scripts to be used when receiving inbound communications from consumers potentially interested in Company's client's products or services -- to seek to generate any Calls under any Insertion Order without first obtaining the prior written approval of such advertising, content, materials, communications and scripts from Company and Company's client.

Lead Provider will comply with all adjacency and other restrictions and requirements regarding placement of advertising under any Insertion Order and assure that any Sub-Affiliates do so as well.

Lead Provider will maintain liability insurance applicable to its Services provided under any Insertion Order(s), including but not limited to general business liability and errors and omissions insurance, each with limits not less than \$1,000,000 per occurrence. Such insurance shall name Company as an additional insured party and not be subject to reduction or cancellation without at least 30 days' prior written notice to Company. Certificates evidencing such coverage shall be provided upon signing of this Agreement.

8. Mutual Indemnification

Each Party agrees to indemnify, defend and hold harmless the other Party and its employees, agents, officers, directors, and managers, against any and all third-party allegations, claims, actions, causes of action, lawsuits, inquiries, and investigations, and all resulting damages, liabilities, obligations, costs, and expenses (including without limitation reasonable attorneys' fees, costs related to in-house counsel time, court costs and witness fees) (collectively "Losses") arising out of the indemnifying party's (in the case of Lead Provider including its Sub-Affiliates') (a) breach of any



representation, warranty or obligation contained in this Agreement, (b) violation of any laws or regulations, or (c) negligence or willful misconduct. Each party shall give the other prompt notice of any claim for indemnification, and the indemnifying party shall have the right to control the defense; provided that no settlement affecting the rights of the indemnified party (other than payment of money covered by the indemnifying party) shall be entered into without the consent of the indemnified party, which consent will not be unreasonably withheld. The indemnified party reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the indemnifying party hereunder.

Indemnification Procedures. The Indemnified Party shall provide the Indemnifying Party with prompt notice of any Claim for which indemnification is sought, except that failure to provide such notice shall not excuse the Indemnifying Party's indemnification obligations under this Section. The Indemnified Party will notify the Indemnifying Party within 10 days if a consumer contacts the Indemnified Party regarding a potential or actual lawsuit or other complaint relating in any way to The Indemnified Party. If the Indemnifying Party is not notified within 10 days of the complaint related to their actions, and/or if the Indemnifying Party is able to produce a valid optin consent record, the Indemnifying Party reserves the right to refuse Indemnification obligations. The Indemnified Party shall permit the Indemnifying Party to assume and control the defense of such claim, with counsel chosen by the Indemnifying Party (who is reasonably acceptable to the Indemnified Party). The Indemnifying Party shall not enter into any settlement or compromise of any such claim without the Indemnified Party's prior written consent, which consent shall not be unreasonably withheld. The Indemnifying Party shall pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs (even if incident to any appeals) awarded against or otherwise incurred by any member(s) of the Indemnified Group in connection with or arising from any such indemnified claim, suit, action or proceeding. The Indemnifying Party's obligations under this Section shall in no manner be affected by the existence or non-existence of insurance. The Indemnified Group's right to indemnity under this Section shall arise notwithstanding that joint or concurrent liability may be imposed on both Channel Edge Media LLC. and Counterparty and/or its affiliates and subsidiaries by statute, ordinance, regulation, or otherwise.

9. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT OR SPECIAL DAMAGES SUCH AS, BY WAY OF EXAMPLE AND NOT LIMITATION, LOST REVENUES OR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. COMPANY SHALL NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY ACTIONS OR INACTIONS OF ITS CLIENTS. Except as provided for elsewhere in this Agreement, any claim against either Party arising from or relating to this Agreement, other than for indemnity as provided herein above, must be filed within one (1) year of the time such claim arose, regardless of any law to the contrary, otherwise such claim will be forever barred. For avoidance of doubt, nothing in this Section 12 limits or affects either Party's duty to indemnify the other against third-party claims as expressly set forth in Section 11 above. For avoidance of doubt, the foregoing does not limit or affect either party.

10. Survival

All provisions of this Agreement, which by their nature are intended to survive expiration or termination, shall survive any expiration or termination of this Agreement.

11. Relationship of the Parties

The Parties hereto are independent contractors, and nothing herein or in any Insertion Order creates any partnership, agency, or other relationship. Without limiting the foregoing, each Party will be solely and entirely responsible for its acts, paying any taxes and insurances required by law, and for any and all damages and injuries of any kind, which may be occasioned on account of either Party's performance under this Agreement.



12. **Assignment**

Neither Party may assign this Agreement, by operation of law or otherwise, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party shall have the right to assign this Agreement to a successor by reason of merger, reorganization, sale of all or substantially all of a Party's assets, provided that the assigning Party shall promptly notify the other Party in writing of such an event and the non assigning Party shall have the right to immediately terminate this Agreement by written notice to the assigning Party.

13. **Entire Agreement**

This Agreement and IO constitute the entire agreement between the Parties regarding the subject matter hereof and supersede any other agreements or understandings (whether written or oral) between the Parties regarding the subject matter hereof. Except as expressly provided herein, this Agreement may not be amended without the written consent of the Parties. If there is a conflict between these Terms and an IO, the IO will prevail. Notwithstanding the foregoing, these Terms may only be modified in an IO if such IO includes a specific cross-reference to the section of the Terms intended to be modified. Execution or electronic acceptance of any IO that references these Terms shall be deemed acceptance of these Terms by the Parties.

14. **Waiver**

The waiver of any Party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of any Party to insist upon strict adherence to any term of this Agreement shall not constitute a waiver by such Party to require at some subsequent time strict adherence to such term. Any waiver must be in writing and signed by the person or Party against whom charged.

15. **Severability**

If a court of competent jurisdiction declares any provision of this Agreement to be invalid or unenforceable, the remainder of this Agreement will continue in full force and effect.

16. **Governing Law; Venue**

This Agreement shall be interpreted pursuant to and enforced under the laws of the State of Utah, without giving effect to statutes and principles affecting choice or conflicts of law. All legal proceedings relating to the subject matter of this Agreement shall be maintained in the state or federal courts sitting in Salt Lake City, Utah and each party agrees that jurisdiction and venue for any such legal proceedings shall lie exclusively with such courts. Each Party hereby freely and voluntarily waives the right to trial by jury on all issues arising under or out of the enforcement or interpretation of this Agreement.

17. **Notifications**

Any notice, Approval or other communication to the other Party under this Agreement must be submitted by email, overnight express mail or certified or registered mail (postage prepaid, return receipt requested) to the other Party's contact details set forth in the IO.

18. **No Publicity**



Publisher may not make any mention of Company or any Company client in any publicity materials advertising or otherwise presenting information on your company and your services, including without limitation listing Company or any of its clients in your customer lists, without the written consent of Company, whose consent may be withheld for any reason or for no reason.

19. Non-Circumvent

During the term of this Agreement and for a period of two (2) years following Termination of this Agreement for any reason, Lead Provider will not, directly or indirectly (a) contact, initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any company employee and client(s) of Company on whose campaigns Lead Provider furnished any Services hereunder for work similar to the Services provided hereunder, or (b) seek to by-pass, avoid or circumvent Company from any business opportunity by utilizing any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.

Further, provider agrees that (a) he will not utilize any Confidential Information acquired from the Company to commence any business which is in competition with the Company and (b) that he will not disclose any of the Confidential Information or any information about the business of the Company to any business including, but not limited to, provider or any of its affiliated companies or personnel.

20. Notice

Any notice, communication or statement relating to these Terms and Conditions shall be in writing and deemed effective: (i) upon delivery when delivered in person; (ii) upon transmission when delivered by verified facsimile transmission or verified e-mail; or (iii) when delivered by registered or certified mail, postage prepaid, return receipt requested or by nationally-recognized overnight courier service to (a) Publisher at the address provided in the registration, and (b) Company at 2901 West Bluegrass Boulevard, Suite 200, Lehi, UT 84048.

21. Costs and Attorneys' Fees

The Party that prevails in any dispute arising from this Agreement shall be entitled to recover all costs of such proceeding, including but not limited to reasonable attorneys' fees and costs at all levels. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing Party.

