

HODES

PART OF [SYMPHONY TALENT]

ON-LINE TERMS AND CONDITIONS

As posted at <http://www.hodes.com/hodes-oltc-01.15.16>

By signing the associated order form (“Order Form”), Hodes, LLC (“Hodes”) and Client (“Client” or “You”) agree that the following Terms and Conditions (“Agreement” or “Terms and Conditions”) shall apply to any Client-signed Order Form referencing these Terms and Conditions and are accepted by Client for the purchase of, or access to, the Hodes services.

1. Scope of Services. From time to time Client may order Services using a Hodes Order Form referencing this Agreement and signed by the Parties, the terms of which are incorporated into and become part of this Agreement. Subject to the terms of this Agreement, Hodes shall render the Services and provide the Deliverables as set forth in the Order Form accepted by Hodes by the completion dates set forth therein. “Deliverables” shall mean the output of the Services to be performed by Hodes under the Order Form, including the provision of the Services and Work Product. “Work Product” shall mean all Deliverables including, but not limited to, drawings, images, text, copyrightable materials, notes, reports, materials, documents, whether in paper or electronic format, and all Intellectual Property Rights (as defined below) created, developed, prepared, documented, produced or delivered by Hodes or any Hodes subcontractor in providing the Services. Work Product expressly excludes Hodes Content or Third-Party Content (both as defined below).

2. Fees, Expenses and Payment.

2.1 If Client uses a purchase order or similar document, Hodes’ acceptance of such order will be conditioned upon Client referencing this Agreement in such purchase orders. Should any discrepancy arise between this Agreement and any Client purchase order, the terms of this Agreement, and not those contained in any purchase order, shall govern.

2.2 Affiliates of Client may use the Services at no additional cost unless the Affiliate requires separate instances of the respective Services, requiring new integration or customization services (i.e. because the Affiliate needs to maintain a separate brand identity), in which case Hodes may charge additional fees. “Affiliates” means any entity that directly or indirectly controls, is controlled by, or is under common control with Client or Hodes. “Control” means direct or indirect ownership or control of more than fifty percent (50%) of the voting or ownership interests of an entity.

2.3 Taxes. Amounts payable by Client hereunder do not include local, state or federal sales, use, value-added, or other taxes or tariffs of the United States of America or other countries based on the licenses or Services provided under this Agreement or Client's use thereof. Client shall pay all such taxes imposed upon Hodes or Client, except income taxes imposed on Hodes by the United States of America or any state or local government therein. Client will be invoiced for, and Client shall pay, any such taxes or tariffs if Hodes is required to pay such taxes on Client's behalf.

2.4 Unless set forth otherwise in an applicable Order Form, Client agrees to pay amounts due within thirty (30) days of the date of invoice. Payments not made by the due date may incur interest at the lower of 1 ½% per month or the maximum rate permitted by law. If Client is more than thirty (30) days past due on invoice payment, Hodes shall provide Client with three (3) business days’ notice of non-payment; if Client has not cured non-payment, Hodes may withhold Services pending payment of balances thirty (30) days or more past due. Client may, acting in good faith, dispute either all or part of an invoice provided that Client pays the undisputed portion and provides Hodes with a written statement and any supporting documentation within ten (10) days of the due date and negotiates in good faith to resolve the dispute.

2.5 Provided that Client approves such expenses in advance and Hodes submits appropriate expense documentation, Client will reimburse Hodes for expenses incurred in providing Services to Client including but not limited to, website domain purchases, security certificates, placement of advertising, art and other royalty-based media, as well as reasonable out-of-pocket travel expenses incurred by Hodes such as air and surface transportation, lodging, car rental, and meals. Client agrees to pay Hodes for any obligations made by Hodes to a third party on behalf of and with approval from Client that cannot be canceled, and assume responsibility for any such non-cancelable commitments upon termination or expiration of this Agreement.

3. Proprietary Rights and Licenses.

3.1 Hodes Content. Hodes, or its licensors, retain all ownership, right, title and interest, including all Intellectual Property Rights therein, in and to all Hodes Content (even if incorporated into a Deliverable) unless otherwise specified in an Order Form. Hodes grants to Client a fully paid-up, royalty-free, non-exclusive, worldwide license during the Term to use such Hodes Content (as defined below) solely as necessary to receive the Services. In addition and to the extent any Deliverable includes Hodes Content, Hodes grants to Client a fully paid-up, royalty-free, non-exclusive, worldwide license to use any and all Hodes Content in the Deliverables for Client's internal use. "Hodes Content" means any proprietary information, content, proprietary compilations of information, ideas and/or messages in written, visual or audible form or other materials owned or controlled by Hodes and used in providing the Services and/or Deliverables. "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection as may now exist and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction.

3.2 Client Content. Client, or its licensors, retain all ownership, right, title and interest in and to Client Content, including all Intellectual Property Rights therein, and any proprietary information, content, or materials that may be provided to Hodes by or for Client in order for Hodes to provide the Services ("Client Content"). Client grants to Hodes a fully paid-up, royalty-free, non-exclusive license during the Term to use such Client Content solely as necessary to perform the Services, and grants Hodes the right to sublicense Client Content to subcontractors in order to copy, reproduce, publish, publically display and transmit such Client Content solely as needed to perform Hodes' obligations under this Agreement. No rights are granted by Client to Hodes other than as expressly stated in this Agreement and any and all such other rights are reserved by Client. When Client Content is no longer required for performance of the Services, or in any event upon expiration or termination of the Agreement, Hodes will return Client Content to Client, or at Client's election, destroy it and certify the destruction of all copies in Hodes' possession or control.

3.3 Third-Party Content. Additionally, Client's ownership of Deliverables that incorporate any proprietary information, content, or materials created and owned by a third-party outside this Agreement ("Third-Party Content") will be subject to such third-party's ownership. Third-Party Content includes, but is not limited to, images and text purchased as "stock images" and used with or as part of the Services provided by Hodes. Hodes warrants that it has the right to grant a license to Client to use Third-Party Content throughout the duration of this Agreement. No rights are granted to Client other than as expressly stated herein and any and all such rights are reserved by Hodes.

3.4 Ownership of Deliverables. With the exception of any Hodes Content or Third-Party Content, it is the intent of the Parties that Client shall be the owner of all Deliverables, including all Work Product, specifically created for Client under the terms of this Agreement subject to payment of all fees owed by Client to Hodes for the Services. Hodes will, and hereby does, irrevocably assign, convey and otherwise transfer to Client, and its respective successors, licensees, and assigns, all rights, titles and interests worldwide in and to the Work Product, including all Intellectual Property Rights therein. If Hodes

has any rights to the Work Product that cannot be assigned as described above including, without limitation, any moral rights or the equivalent thereof, Hodes agrees to waive enforcement worldwide of such rights against Client, its officers, directors, shareholders, agents and employees. If Hodes has any rights to the Work Product that cannot be assigned or waived as described above, Hodes hereby grants and agrees to grant to Client an exclusive, irrevocable, fully paid-up, and royalty-free license, in perpetuity and worldwide, to fully exercise such rights, including rights to sublicense through multiple tiers of sublicenses. These rights are assignable by Client.

3.5 Media Purchases. To the extent applicable under this Agreement, Client appoints Hodes as its agent solely for the purchase of media in the performance of Services under this Agreement. This agency is worldwide and applies to all media, including online media. Hodes acts only as an agent of Client and Client at all times is liable for payment for all media ordered on its behalf and holds Hodes harmless from any liability for payment and agrees to reimburse Hodes in the event Hodes pays for any such goods or services. Hodes will not take title nor own any media purchased for Client but acts solely as Client's agent at the request of Client. Client's approval of media quote estimates and specifications shall be deemed authority to purchase on Client's behalf as agent. For all other Services provided by Hodes hereunder, Hodes shall be an independent contractor of Client.

4. Hodes Responsibilities.

4.1 Hodes Warranties.

A. Services. The Services shall be provided in a professional and workmanlike manner. In the event of a breach of this warranty, then Client's sole remedy and Hodes' sole obligation shall be the reperformance of the non-conforming Services by Hodes. THE WARRANTY AND REMEDY IN THIS SECTION 4.1.A IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, USEFULNESS OR TIMELINESS.

B. General. Hodes hereby represents and warrants that (a) Hodes has full power and authority to enter into this Agreement and this Agreement will constitute a valid and binding obligation of Hodes; and (b) Hodes' execution of this Agreement does not violate any other agreement to which Hodes is subject.

4.2 Protection of Client Content. Hodes shall maintain reasonable administrative, physical, organizational and technical measures for protection of the security, confidentiality and integrity of Client Content. Hodes shall not use such Client Content except to provide the Services.

5. Client Responsibilities.

5.1 Client Warranties. Client hereby represents and warrants that (a) Client has full power and authority to enter into this Agreement and this Agreement will constitute a valid and binding obligation of Client; and (b) Client's execution of this Agreement does not violate any other agreement to which Client is subject. Client shall not violate any applicable local, state, federal or foreign law, treaty, regulation or convention in connection with its use of the Services.

5.2 Client will assign a Client project lead that will be the key contact person to facilitate communication with Hodes. This individual will have the authority to resolve Client open issues quickly and will also coordinate the deployment of Client resources to support the project as needed. Client will respond in a timely manner to requests by Hodes regarding information requests and reviews of documents for feedback or sign-off. Delays related to project tasks that are Client's responsibility may impact timely completion of deliverables. Hodes is not responsible for missed deadlines if Client fails to respond to information requests in a timely fashion.

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5.3 Client shall be solely responsible for errors in the Services resulting from inaccurate or incomplete information supplied by Client or at Client's direction. Client agrees that it will provide the information necessary for the performance of the Services in the form agreed upon.

6. Confidentiality.

6.1 Each Party acknowledges that, in the course of the performance of this Agreement, it may obtain the Confidential Information of the other Party. "Confidential Information" means information and related materials disclosed in oral, written, encoded, graphic or any other form, including any electronic or magnetic form, and including information exchanged orally of, or about, a Party hereto (or an Affiliate of such Party), that is disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") and that is: (i) not generally known to the public, and (ii) identified as confidential or, should be reasonably recognized as confidential under the circumstances, including, but not limited to: pricing, business plans, discoveries, ideas, concepts, know-how, techniques, models and other significant and valuable technical, financial or general business information. Confidential Information also includes: (i) the terms of this Agreement, (ii) communications (whether oral or written) between the Parties concerning the proposed business relationship and the terms thereof, (iii) the identities of prospective customers, clients, business contacts and business partners of the Parties, and (iv) the fact that a Party hereto is engaged in negotiations for a business relationship. Additionally, Hodes' Confidential Information includes, without limitation, any documentation relating to the Services, and any other information (if such other information is identified as confidential or should reasonably be recognized as confidential under the circumstances) provided to Client by, or on behalf, of Hodes hereunder. Client's Confidential Information includes, without limitation, all Client Content and any other information, data or materials, if such other information, data or materials are identified as confidential or should be reasonably recognized as confidential under the circumstances provided by, or on behalf of, Client to Hodes. If the Parties to this Agreement have already signed a Non-Disclosure Agreement, that agreement shall be terminated according to its terms on this Agreement's Effective Date and the obligations regarding Confidential Information herein shall control.

6.2 A Receiving Party under this Agreement will, both during, and for a period of two (2) years after, the term of this Agreement, keep in strict confidence all of the Disclosing Party's Confidential Information received by it. The Receiving Party will not use the Confidential Information of the Disclosing Party other than as necessary to perform its obligations or exercise its rights under this Agreement and will not make use of any Confidential Information of the Disclosing Party for its own purposes or the benefit of any person or entity other than the Disclosing Party. The Receiving Party will take all commercially reasonable steps to prevent unauthorized disclosure or use of the Disclosing Party's Confidential Information and to prevent it from falling into the public domain or into the possession of unauthorized persons and shall take no action inconsistent with its confidential and proprietary nature. The Receiving Party will not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees and consultants who need access to such Confidential Information in order to effect the intent of this Agreement. Each Party shall be responsible for any breach of confidentiality by its officers, employees, agents and consultants. The Receiving Party will immediately give notice to the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. When Confidential Information is no longer required for performance of the Services, or in any event upon expiration or termination of the Agreement, the Receiving Party will return Confidential Information to the Disclosing Party, or at the Disclosing Party's election, destroy it and certify the destruction of all copies in the Receiving Party's possession or control.

6.3 The Receiving Party's confidentiality obligations will not apply to Confidential Information that that the Receiving Party can show: (a) was lawfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; (b) is, or through no unauthorized act or omission of the Receiving Party, becomes publicly known; (c) is received by the Receiving Party from a third party without restriction on disclosure; (d) is independently developed by the Receiving Party without reference to, or use of, the

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Confidential Information of the Disclosing Party, which independent development the Receiving Party will have the burden of proving; or (e) is approved for release by written authorization of the Disclosing Party; or f) is a "Compelled Disclosure". Compelled Disclosure shall mean a disclosure of Confidential Information that is required to be made by a Receiving Party pursuant to any order or requirement of a court, administrative agency, or any other governmental agency provided that the Receiving Party must: (i) to the extent permitted by law, promptly notify the Disclosing Party in writing of such order or requirement; and (ii) make commercially reasonable efforts, at the Disclosing Parties' expense, to give the Disclosing Party a reasonable opportunity to contest and narrow the required disclosure and seek an appropriate protective order (e.g., by providing reasonably detailed information and otherwise cooperating with the Disclosing Party); and (iii) only disclose no more Confidential Information than what is required. Compelled Disclosure will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes.

7. Term and Termination.

7.1 The term of this Agreement is for the later of a period of three (3) years from the Effective Date or until the expiration or termination of all Order Form's entered into under the Agreement, after which this Agreement will automatically renew for successive one (1)-year terms unless one (1) of the parties gives notice of nonrenewal at least ninety (90) days prior to expiration of the term provided that the term and any renewal of an Order Form will be as stated in the Order Form. The initial term and any subsequent renewal term(s) for this Agreement are referred to as the ("Term").

7.2 Each Party may terminate this Agreement or any Order Form for cause due to the breach of the other party of this Agreement or such Order Form, provided the Party in breach has been given notice of breach in writing and an opportunity to cure such breach of at least thirty (30) days; provided that either Party may terminate this Agreement or any Order Form immediately upon notice in the event of a breach of confidentiality or violation of the terminating Party's Intellectual Property Rights.

7.3 Upon termination, all fees earned but unpaid and any approved third party vendor commitments under any Order Form become immediately due and owing.

8. Indemnification.

8.1 Hodes agrees to: (a) defend, indemnify and hold Client harmless from and against any claim by a third party that the Services infringe the Intellectual Property Rights of such third party; and (b) indemnify Client for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys' fees) awarded and arising out of such claim. If any Services become or, in Hodes' opinion, are likely to become, the subject of any such claim or an injunction preventing its use as contemplated herein, Hodes may, at its option: (i) obtain for Client the right to continue using the Services or (ii) replace or modify the Services so that they become non-infringing without substantially compromising their principal functions. If (i) and (ii) are not reasonably available to Hodes, then Hodes may (iii) terminate this Agreement or any applicable Order Form upon written notice to Client and refund to Client fees that were pre-paid.

8.2 Hodes shall have no liability or obligation hereunder with respect to any claim based upon (a) use of any Services in an application or environment or on a platform for which it was not designed or contemplated; (b) modifications, alterations, combinations or enhancements of the Services not created by or for Hodes; (c) Client's continuing allegedly infringing activity after being notified thereof, or its continuing use of any version after being provided modifications that would have avoided the alleged infringement; or (d) any Intellectual Property Right in which Client or any Client Affiliate has an interest.

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8.3 Except to the extent Hodes is obligated to Client pursuant to this Section 8, Client agrees that it shall defend, indemnify and hold Hodes harmless from and against all third party claims, losses, liabilities, damages and expenses arising, directly or indirectly caused by, or flowing from, Client in the use, or misuse, of the Services including, but not limited to, disclosure by Client, its employees or agents, of confidential data or images, including Client Content, Hodes Content or any other content stored through the Services, or that Client's usage of the Services violates or infringes applicable law or a third parties' Intellectual Property Rights or privacy or other personal rights. Client represents and warrants that all website content or materials provided by Client, including, but not limited to, images, video, audio, or logos, are owned by Client or Client has received explicit permission to use them, including any necessary permissions from individuals whose photographs or property are used.

8.4 Any claim for indemnification under this Section 8 requires prompt written notice of the claim and reasonable cooperation, information, and assistance by the indemnified Party. The indemnifying Party shall have sole control and authority to defend, settle or compromise such claim. Notwithstanding the foregoing, the prior written consent of the indemnified Party is required if any settlement, compromise or other agreement or disposition (i) contains a stipulation, admission or acknowledgement of liability or wrongdoing by the indemnified Party; (ii) involves the expenditure of any costs or expenses by the indemnified Party or (iii) imposes any obligation on the indemnified Party.

9. Disclaimer of Warranties. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT (OR OTHERWISE REQUIRED BY APPLICABLE LAW WITHOUT POSSIBILITY OF CONTRACTUAL WAIVER), THE HODES SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE"; AND HODES MAKES NO, AND DISCLAIMS ALL, WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES OR THE DELIVERABLES PROVIDED PURSUANT TO THIS AGREEMENT, WHETHER SUCH WARRANTIES AND REPRESENTATIONS ARE EXPRESS OR IMPLIED IN FACT OR BY OPERATION OF LAW, OR OTHERWISE; INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE AND NON-INFRINGEMENT, AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HODES DOES NOT GUARANTEE OR WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, ACCURATE, SECURE, FREE FROM LOSS, CORRUPTION, ATTACK, ERRORS, VIRUSES, HACKING, OR OTHER SECURITY INTRUSION AND HODES DISCLAIMS LIABILITY THEREFORE. ALSO HODES DOES NOT WARRANT ANY CONNECTION TO, OR TRANSMISSION FROM, THE INTERNET, OR ANY QUALITY OF COMMUNICATIONS MADE THROUGH THE HODES SERVICES.

10. Limitation of Liability.

10.1 **WAIVER OF CONSEQUENTIAL DAMAGES.** NEITHER PARTY, INCLUDING THEIR AFFILIATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, INVESTORS, LICENSORS, OR ITS SERVICE PROVIDERS, SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONTINGENT, CONSEQUENTIAL, RELIANCE, PUNITIVE, EXEMPLARY, SPECIAL OR SIMILAR DAMAGES; INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR SAVINGS, LOSS OF USE, OR LOSS OR CORRUPTION OF DATA OR RECORDS, WHETHER OR NOT THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 **LIMITATION OF LIABILITY.** EXCEPT AS PROHIBITED BY STATUTE, HODES' AGGREGATE LIABILITY FOR DAMAGES INCURRED IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR STRICT LIABILITY OR ANY FAILURE OF ANY REMEDY TO ACCOMPLISH ITS ESSENTIAL PURPOSE OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT PAID BY CLIENT FOR THE APPLICABLE SERVICES. CLIENT AGREES THAT THE LIMITATIONS IN THIS SECTION ARE ESSENTIAL ELEMENTS OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS, THE PRICING AND TERMS WOULD BE SUBSTANTIALLY DIFFERENT.

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11. Force Majeure. Neither Party will be responsible for any failure to perform due to causes which are unforeseeable, which cannot be mitigated with reasonable efforts and which are beyond its reasonable control, including, but not limited to, acts of God, war, acts of terrorism, riot, failure of electrical, Internet, or telecommunications service, third party hosting service provider, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes or fuel crises. If the act or condition prevents a Party from performing any of its obligations in a timely manner under this Agreement and continues for thirty (30) days or more, then the other Party may terminate this Agreement, in whole or in part, immediately upon written notice to the non-performing Party.

12. Notices. Any notice under this Agreement shall be sufficiently given if delivered in person or, by overnight courier of national reputation or by registered or certified mail, postage prepaid, and addressed to the recipient Party at the address stated below or such other address as may be furnished in writing by any such Party, to the attention of the "Legal Department". Such notice shall, if properly addressed, be deemed to have been given as of the date delivered in person or sent, one day after deposit with an overnight courier, or four (4) business days after deposit into the US mail.

To Hodes, LLC:
630 Fifth Avenue, 6th Floor, Suite #659
New York, NY 10111
Attn: Legal Department

To Client at the address set forth at the top of this Agreement.

13. Waiver; Amendment. No change, waiver or discharge of this Agreement will be valid unless in writing and executed by the Party against whom such change, waiver or discharge is to be enforced. This Agreement may not be amended orally but may only be amended in writing signed by both Parties.

14. Governing Law. This Agreement is governed by and construed under the laws of the State of California, without giving effect to its principles of conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. The Parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, the federal and state courts located in San Francisco, California in any litigation arising out of or in connection with this Agreement. Notwithstanding the foregoing, Hodes will have the right to seek a temporary or permanent injunction or other equitable remedy or relief in any court having subject matter jurisdiction anywhere in the world.

15. Reservation of Rights. Except for those rights expressly granted by Hodes to Client, all other rights are reserved to Hodes.

16. Insurance. Hodes shall maintain the following insurance coverage for its protection: General Liability insurance, including products liability and completed operations coverage of \$2,000,000; Workers Compensation for all Hodes employees according to statutory requirements; Automobile coverage of \$1,000,000; Professional and Technical Errors and Omissions coverage of \$5,000,000; Network and Data Security coverage of \$5,000,000 and Umbrella liability coverage of \$5,000,000.

17. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, the provision will be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect, unless the modification or severance of any provision has a material adverse effect on a Party, in which case such Party may immediately terminate this Agreement by notice to the other Party.

18. Relationship of the Parties. Hodes is an independent contractor and is not an agent (except to the extent provided above in Section 3.5), employee, legal representative, partner or joint venturer of Client. Nothing in this Agreement shall be deemed to create a joint venture or partnership between Hodes and Client.

19. Assignment. Neither Party may assign, voluntarily, by operation of law or otherwise, any rights or delegate any duties under this Agreement without the other Party's prior written consent, except in the case of a merger, acquisition, reorganization, consolidation, reincorporation, or sale of all or substantially all of the assets of the Party. Any attempt to do so without consent will be void. This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

20. Ethical Practices. It is the policy of Hodes to conduct all of its business transactions in accordance with the highest ethical standards and all applicable laws (including but not limited to the U.S. Foreign Corrupt Practices Act). No individual who is employed by or who represents Client, and no individual or entity that contracts with Client or otherwise performs services on behalf of Client, is permitted to solicit, accept, offer, promise or pay any bribe, kickback or any other improper payment of money, products or services. This includes, but is not limited to, any improper payment in exchange for (i) Client's execution of this Agreement, (ii) any action taken by such individual on behalf of Client, or (iii) any action taken by a third party.

21. Conflicts. In the event of a direct conflict between the specific terms of a Hodes Order Form and this Agreement, the specific terms of the Order Form shall control and take precedence over the terms of this Agreement.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument and may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties hereto shall not affect the validity hereof.

23. Captions. The captions in this Agreement are solely for convenience of reference and shall not be given any effect in the construction or interpretation of this Agreement.

24. Entire Agreement. This Agreement, related Order Forms and any other attached exhibits constitute the final, entire, and exclusive agreement between the Parties and supersede all prior agreements and understandings between the Parties, written or oral or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement.

25. Survival. The following sections shall survive termination of this Agreement and remain in effect: 2 (as to any amounts outstanding), 4.1, 5.1, 6, 7.3, 9, 10, and 14 through 25.