

Appendix C
Kreadiv Search Terms and Conditions

This Appendix, together with the Kreadiv Terms and Conditions located at <https://www.vbaconnect.com/kreadivterms>, will govern the Insertion Order (as defined below) with respect to all Search Campaigns and Search Inventory (as defined below). For the avoidance of doubt, to the extent the Insertion Order relates to inventory other than Search Inventory, or campaigns other than Search Campaigns, the terms specified in the Insertion Order to apply to such other inventory or campaigns, and not this Appendix, will govern the Insertion Order with respect to such other inventory or campaigns.

1. **Definitions.** Capitalized terms used but not defined in this Section 1 will have the meanings ascribed to them elsewhere in this Appendix or in the Kreadiv Terms and Conditions.

a. **“Actions”** means phone calls, website form submissions, emails, clicks on links to URLs, impressions and other leads generated by Search Advertising.

b. **“Advertiser”** means the advertiser for which Agency is the agent under the Insertion Order.

c. **“Advertiser Materials”** means (i) all information, advertising, content and other materials, including without limitation Advertiser Trademarks, Search Campaign Specifications submitted by Agency/Advertiser and Targeting Information, provided by Advertiser, or Agency on behalf of Advertiser, to Kreadiv for use by Kreadiv in connection with the Search Campaigns; and (ii) all information and data set forth on Advertiser Websites; in the case of (i) and (ii) solely to the extent not materially substantively modified by or on behalf of Kreadiv.

d. **“Advertiser Trademarks”** means all trademarks, service marks, trade names and logos provided or designated by Advertiser, or Agency on behalf of Advertiser, for use in connection with Search Campaigns.

e. **“Affiliate”** means, as to an entity, any other entity directly or indirectly controlling, controlled by, or under common control with, such entity.

f. **“Agency”** means the advertising agency listed on the Insertion Order. If no agency is involved in such Insertion Order, then any references to “Agency” in this Appendix or the Insertion Order will mean “Advertiser” and any provision which contains such a reference will be inapplicable if such substitution renders the provision ineffectual.

g. **“Call Tracking Number”** or **“CTN”** means a telephone number provided by Kreadiv for inclusion on Search Advertising.

h. **“Insertion Order”** means the insertion order to which this Appendix are attached or that cross-references this Appendix.

i. **“Search Advertising”** means search advertising placed by Kreadiv on behalf of Advertiser using Search Inventory.

j. **“Search Campaign”** means the search advertising campaign(s) purchased by Agency under the Insertion Order.

k. **“Search Campaign Specifications”** means the details and specifications regarding a Search Campaign required by Kreadiv to provide the Services, including, without limitation, the details and specifications requested on forms provided to Agency/Advertiser as part of the Search Campaign estimate and ordering process.

l. **“Search Inventory”** means search advertising inventory purchased or otherwise obtained for Agency/Advertiser in connection with Search Campaigns purchased by Agency under the Insertion Order.

m. **“Services”** means the products and services provided by Kreadiv in connection with the Search Campaigns, including, without limitation, Kreadiv’s selection and acquisition of Search Inventory and administration and execution of the Search Campaigns.

n. **“Kreadiv Data”** means (i) data and information set forth on the Insertion Order, (ii) Search Campaign Data (as defined in Section 11 below), and (iii) all other data, information or other content, in any form, that is collected, processed or generated by or on behalf of Kreadiv for Advertiser in the course of providing the Services hereunder.

o. **“Third Party Provider”** means a third party with which Kreadiv has a contractual relationship with respect to search advertising inventory and through which Kreadiv may fulfill its obligations hereunder.

2. **Search Campaign Term.** Unless otherwise agreed upon by Kreadiv and Agency in writing, Search Campaigns may only be purchased in six (6)-month and twelve (12)-month terms (the term of each Search Campaign, the “**Search Campaign Term**”). The Search Campaign Term of each Search Campaign will be as set forth on the Insertion Order.

3. **Services.** Kreadiv will use commercially reasonable efforts to provide the Services with respect to each Search Campaign in accordance with the applicable Search Campaign Specifications provided by Agency/Advertiser, targeting the estimated performance set forth on the applicable Search Campaign performance estimate provided by Kreadiv to Agency/Advertiser, if applicable, subject to Sections 14(d) through (g) of the Kreadiv Terms and Conditions. Notwithstanding the foregoing, Kreadiv’s performance of its obligations hereunder will be contingent upon (i) the Search Campaign Specifications submitted by Agency/Advertiser containing sufficient information to enable Kreadiv or its Third Party Providers to provide the Services with respect to the applicable Search Campaign; (ii) the compliance of the Search Campaign Specifications submitted by Agency/Advertiser and Advertiser Materials with the applicable requirements and terms and conditions of applicable Third Party Providers and Internet search engines; and (iii) Agency/Advertiser timely providing all necessary Advertiser Materials.

4. **Advertiser Materials.**

a. Advertiser grants Kreadiv the irrevocable (during the term of the Insertion Order), nonexclusive right and license to use, reproduce, modify, copy, distribute and display any and all Advertiser Materials in connection with its provision of the Services, including, without limitation, to register custom URLs and create Search Advertising (the “**License**”). Kreadiv will have the right to sublicense the License solely to Third Party Providers and Affiliates of Kreadiv (“**Permitted Sublicensees**”) for the purpose of fulfilling Kreadiv’s obligations and exercising Kreadiv’s rights hereunder, which sublicense will be further sublicensable by Permitted Sublicensees for the foregoing purpose.

b. Agency/Advertiser will ensure that all Advertiser Materials comply with Kreadiv’s then existing Policies. “**Policies**” means advertising criteria or

specifications made conspicuously available, including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with Kreadiv’s public image, community standards regarding obscenity or indecency, other editorial or advertising policies, and Advertiser Materials due dates.

c. Kreadiv will exercise commercially reasonable precautions in handling Advertiser Materials furnished to it hereunder and any physical media on which such Advertiser Materials were furnished but will not be liable for any loss or damage thereto. All Advertiser Materials other than Advertiser Trademarks used in any Search Advertising will be the exclusive property of Kreadiv, unless otherwise expressly agreed by Kreadiv in writing. No Advertiser Materials or physical media on which Advertiser Materials were furnished to Kreadiv will be returned unless (i) Agency/Advertiser has so requested and Kreadiv has expressly so agreed in writing, and (ii) with respect to Advertiser Materials furnished by Agency/Advertiser on physical media, Agency/Advertiser picks up the Agency/Advertiser-furnished physical media containing the applicable Advertiser Materials within thirty (30) days after the end of the Search Campaign to which such Advertiser Materials relate. Otherwise, at any time after thirty (30) days following the end of the applicable Search Campaign, Kreadiv may freely dispose of such Advertiser Materials and dispose of, repurpose or reuse such physical media for itself or other customers. Unless otherwise expressly agreed in writing by Kreadiv, all production materials, creative copy, work products, concepts, ideas or intellectual property of any kind that may be provided by Agency/Advertiser to Kreadiv, including, without limitation, all intellectual property rights therein or thereto, other than Advertiser Trademarks will be and remain the exclusive property of Kreadiv.

d. All Search Advertising to be distributed hereunder as part of a Search Campaign is subject to Kreadiv’s approval of the Advertiser Materials provided by Agency/Advertiser for use in such Search Advertising. Kreadiv may, without restriction or liability, refuse to distribute any Search Advertising containing Advertiser Materials that Kreadiv in its sole discretion determines to be illegal, unsatisfactory, unsuitable, or contrary to the public interest for any reason whatsoever. If

Kreadiv should so refuse to distribute any Search Advertising, Kreadiv will attempt to notify Agency/Advertiser by telephone, facsimile or email, and unless Agency/Advertiser timely furnishes or causes to be furnished satisfactory replacement Advertiser Materials for the Advertiser Materials at issue, Kreadiv may invoice Agency/Advertiser as if the applicable Search Advertising were delivered.

e. Without notice to, or consent of, Agency/Advertiser, Kreadiv may (i) provide copies of Advertiser Materials or Search Advertising to third parties in connection with Kreadiv's marketing or other ordinary course business activities; and (ii) deliver copies of this Appendix, the Insertion Order, Advertiser Materials or Search Advertising to third parties as required by applicable law or regulations or pursuant to a subpoena, court order, governmental or municipal inquiry or similar judicial, regulatory, administrative or other process.

5. **Payment.** For each Search Campaign purchased under the Insertion Order, unless otherwise agreed by Kreadiv in writing, Kreadiv will invoice Agency for the applicable one-time set-up fee and monthly fee at the end of the first calendar month of such Search Campaign and invoice Agency for the applicable monthly fee for each subsequent calendar month of such Search Campaign at the end of such calendar month. Notwithstanding the foregoing, Kreadiv reserves the right to require Agency to prepay fees for Search Campaigns. Agency will pay all invoiced amounts within thirty (30) days after receipt of the applicable invoice (the "**Payment Period**").

6. **Online Tools.** To the extent Kreadiv provides Agency or Advertiser with access to an online performance reporting portal or other online tool (collectively, "**Online Tools**"), Agency/Advertiser will only access the Online Tools for its own internal purposes relating to Search Campaigns hereunder, will not provide access to the Online Tools to any third parties and will comply with all applicable laws and any applicable terms of use relating to the use of such Online Tools. Kreadiv reserves the right to suspend or terminate Agency's or Advertiser's access to the Online Tools in the event Agency's or Advertiser's use of the Online Tools violates this Appendix.

7. **Domain Names and URLs.** To the extent that a Search Campaign includes Search Inventory that

may require the registration or maintenance of custom domain names or Uniform Resource Locators (collectively, "**URLs**"), including, without limitation, custom URLs specially designated for tracking purposes ("**PURLs**"):

a. **New Custom URL(s).** Agency/Advertiser hereby authorizes Kreadiv to procure custom URLs for use in connection with the Search Inventory. Agency/Advertiser acknowledges that Kreadiv cannot guarantee that any URLs Advertiser/Agency may request will be available for use in connection with the Search Inventory and the final selection of URLs will be made by Kreadiv. Unless otherwise agreed, Kreadiv or its designee (the "**Registrant**") will pay the applicable domain name registration fees associated with the procurement or maintenance of any URLs hereunder and will maintain full and exclusive ownership rights of any nature with respect to any URLs so registered. Agency/Advertiser will have no rights in or to any URLs either during the Search Campaign Term of the applicable Search Campaign or at any time after such Search Campaign Term expires or terminates and Agency/Advertiser hereby expressly agrees that the Registrant may reassign, reuse or otherwise republish the URLs in association with any person or entity and for any reason without notice, without cause and without liability to Agency/Advertiser.

b. **Trademarked URL(s).** To the extent that the custom URLs Agency or Advertiser requests include Advertiser Trademarks, or to the extent that a URL is selected for Advertiser based upon Advertiser Trademark, Advertiser hereby represents, warrants and covenants that it has and will maintain during the course of the applicable Search Campaign Term all necessary rights to allow for the use of such trade name or trademark for all foreseeable purposes envisioned hereby. Agency/Advertiser agrees that, in the event Kreadiv receives a claim of trademark, service mark or trade name infringement or misappropriation in connection with the URLs provided by Kreadiv hereunder, Kreadiv and the applicable Third Party Provider(s) will be entitled to take all reasonable measures to protect Kreadiv and the applicable Third Party Provider(s) and each of their Affiliates, including, without limitation, if necessary, suspension of all or any portion of the Insertion Order as it relates to a Search Campaign until any such dispute has been resolved to Kreadiv's sole and absolute satisfaction.

8. Keywords, Search Terms and Targeting Parameters. To the extent that a Search Campaign includes Search Inventory which may require Advertiser to provide information about its business or the products or services Advertiser provides in order to facilitate the use of keywords, specialized search terms or targeting parameters in connection the Search Inventory (collectively, “**Targeting Information**”), in the event Agency/Advertiser elects to provide Targeting Information that relies on specific names, images or concepts selected by Advertiser (including, without limitation, keywords or search terms) (collectively, “**Brand Name Keywords/Terms**”), Advertiser represents, warrants and covenants that, during the term of the Insertion Order, the Brand Name Keywords/Terms may be utilized to advertise Advertiser’s business, including via search-based marketing, without infringing the trademark or other intellectual property rights of third parties and that Advertiser has all rights necessary to use the Brand Name Keywords/Terms in connection with search based advertising and to grant Kreadiv the right to do so. In the event that Agency/Advertiser does not designate any Brand Name Keyword/Term, Agency/Advertiser acknowledges and agrees that Kreadiv may limit the keywords and search terms used in connection with the Search Inventory to those of a general or generic nature.

9. Web Proxy. To the extent that a Search Campaign includes Search Inventory which may require the application of a web proxy feature that uses available technology to duplicate or otherwise copy designated websites (“**Web Proxy**”):

a. **Authorization.** Advertiser hereby authorizes Kreadiv or its designee to utilize Web Proxy to duplicate or otherwise copy the website(s) located at the URL(s) designated by Advertiser in the Search Campaign Specifications submitted by Agency/Advertiser to Kreadiv (“**Advertiser Website(s)**”) and to make certain changes to the Web Proxy versions of such Advertiser Website(s) which Kreadiv deems necessary or desirable to deliver the Search Inventory.

b. **Technical Issues.** Agency/Advertiser agrees that Kreadiv’s ability to utilize Web Proxy and duplicate or otherwise copy any website is dependent upon the technical characteristics of the website, as well as the website’s general accessibility from the Internet. In the event that Kreadiv determines, in its sole and absolute discretion, that an Advertiser

Website includes technical characteristics which would in any way interfere with the smooth operation of Web Proxy with respect thereto or that an Advertiser Website may not be suitable for use with Web Proxy, Agency/Advertiser acknowledges and agrees that Kreadiv retains the absolute discretion not to utilize Web Proxy with respect to such Advertiser Website. Advertiser agrees that it is Advertiser’s sole responsibility to ensure that Advertiser Websites remain operational and accessible at all times. Agency/Advertiser hereby agrees to hold Kreadiv, its Third Party Providers and its Affiliates harmless with respect to any problems, claims or liabilities which may arise as a result of technical or accessibility issues with an Advertiser Website.

10. CTNs, Recorded Calls and PURLs. To the extent that a Search Campaign requires the use of one or more CTNs, Recorded Calls or PURLs:

a. **CTNs.** Where applicable, Kreadiv may arrange for remote call forwarding from one or more CTNs to a separate, primary telephone line designated by Agency/Advertiser in the applicable Search Campaign Specifications submitted by Agency/Advertiser and may place the number of the CTN on Advertiser’s applicable Search Advertising (“**CTN-Related Advertising**”). Agency/Advertiser may not use the CTNs for any purpose other than publication in the applicable CTN-Related Advertising. CTNs, if provided by Kreadiv, will be exclusive to Advertiser’s CTN-Related Advertising for the duration applicable Search Campaign Term. CTNs will not be available for transfer to Agency/Advertiser after the expiration of the applicable CTN-Related Advertising. After the expiration of the applicable CTN-Related Advertising Agency/Advertiser will have no rights to the CTNs and Kreadiv or the applicable Third Party Provider may use the CTNs for any other purpose, in its sole discretion.

b. **Recorded Calls.** Where applicable, Kreadiv may arrange the recording of calls made to CTNs (“**Recorded Calls**”) at the direction of the Agency/Advertiser. Agency/Advertiser will not use Recorded Calls related to CTN-Related Advertising other than for purposes related to such CTN-Related Advertising and will not use Recorded Calls to collect payment information, protected health information as defined in the Health Insurance Portability and Accountability Act of 1996 and related regulations, or to target European customers.

Agency/Advertiser assumes all responsibility for compliance with all laws and regulations applicable to such Recorded Calls. Kreadiv will not review Recorded Calls except at the direction of Agency/Advertiser for quality assurance purposes, legal compliance purposes and/or purposes related to the applicable CTN-Related Advertising.

c. **PURL(s).** Where applicable, Kreadiv may arrange to redirect Internet references from a PURL to a separate, primary URL designated by Agency/Advertiser.

11. Search Campaign Data. Kreadiv will have the right to collect statistical or analytical data and other information relating to the performance of Search Campaigns, including, without limitation, Recorded Calls, the number and duration of calls made to the CTNs, Advertiser's customer proprietary network information (CPNI), the number of Internet references that are redirected via the PURLs, and number of Advertiser landing page views (collectively, "**Performance Data**"). Agency/Advertiser consents to the collection, accumulation, retention and publication of Performance Data, agrees that, as between Kreadiv and Agency/Advertiser, Kreadiv will own all Performance Data and agrees that Kreadiv will have the unrestricted right to use the Performance Data to promote Kreadiv's products and services without additional approval from Agency/Advertiser. Without limiting the generality of the foregoing, Kreadiv will have the right to associate the Performance Data with Advertiser's identity, aggregate it with similar information pertaining to other advertisers and use it in direct comparisons with other advertisers' advertising and information. Except as otherwise agreed upon by Kreadiv in writing, Kreadiv will have no obligation to provide Agency/Advertiser with any reports or data of any kind relating to any one or more Search Campaigns, Search Inventory or Search Advertising, including, without limitation, Performance Data (collectively, "**Search Campaign Data**"). To the extent Kreadiv does provide Agency/Advertiser with any Search Campaign Data, (i) Kreadiv will use its commercially reasonable efforts to deliver such Search Campaign Data to Agency/Advertiser in accordance with industry standards, but Kreadiv does not represent or warrant the accuracy of any such Search Campaign Data and will have no liability with respect thereto, and (ii) Agency/Advertiser will not combine any such

Search Campaign Data with any other data or information or use any such Search Campaign Data for any purpose other than the evaluation of the applicable Search Campaign(s). If a third party ad server is used to distribute a Search Advertising, Agency/Advertiser agrees that the Action reporting provided by Kreadiv (and not that of such third party ad server) will control with respect to Kreadiv's obligations hereunder.

12. Suspension and Discontinuation. If Agency/Advertiser fails to pay any charges relating to a Search Campaign when due to Kreadiv, or if Advertiser uses the CTN(s), Recorded Calls, or PURL(s) improperly or otherwise breaches this Appendix, then Kreadiv may (i) suspend its provision of the Services with respect to such Search Campaign until such non-payment or breach is remedied, or (ii) in addition to any other remedies available to Kreadiv under this Appendix, at law or in equity, terminate the Insertion Order with respect to such Search Campaign. Further, Kreadiv may, without liability to Agency/Advertiser, terminate the Insertion Order or stop or suspend its provision of the Services with respect to any Search Campaign at any time for any reason. No such termination or suspension by Kreadiv will relieve Agency/Advertiser of Agency's/Advertiser's obligations to timely pay to Kreadiv in full all amounts due for the applicable Search Campaign(s). Upon any such termination or suspension, all amounts owed to Kreadiv for the applicable Search Campaign(s) will be immediately due and payable.

13. Early Cancellation by Agency. Subject to the following terms of this Section 13, Agency will have the right to cancel any Search Campaign by providing written notice to Kreadiv at least ten (10) business days prior to the end of the then-current month of the applicable Search Campaign Term or such greater prior written notice as Kreadiv may determine is reasonably necessary under the circumstances. Upon the effective date of any such Search Campaign cancellation, Kreadiv will cease providing the Services with respect to such Search Campaign. Search Campaigns cancelled in accordance with the foregoing will incur the full monthly fees up to and including monthly fees for the month during which the cancellation of the Search Campaign became effective. If Agency cancels any Search Campaign or all or any portion of an Insertion Order governed by this Appendix,

all applied or applicable discounts will void and Kreadiv's then-current rates will apply. Upon any such cancellation, all then outstanding and unpaid amounts for the applicable Search Campaigns will be immediately due and payable by Agency and Agency will pay all non-recoverable out-of-pocket expenses incurred by Kreadiv in connection with any promotion, contest, sponsorship, sweepstakes or other service provided to Agency in connection with such Search Campaign.

14. **Termination.** Agency may terminate the Insertion Order with respect to Search Campaigns upon written notice to Kreadiv if Kreadiv is in material breach of its obligations hereunder with respect to Search Campaigns, which breach is not cured within ten (10) days after receipt of written notice thereof from Agency; provided, however, that Agency will not have the right to terminate the Insertion Order with respect to Search Campaigns if Kreadiv is diligently proceeding to cure such breach. Kreadiv will have the right to terminate the Insertion Order with respect to Search Campaigns immediately upon written notice to Agency if Agency or Advertiser is (i) in breach of its obligations hereunder or (ii) in breach of any representation or warranty made by it hereunder or Kreadiv has substantial reason to believe the foregoing to be the case. Any termination of the Insertion Order with respect to Search Campaigns by Kreadiv hereunder will not in any way release Agency from its obligation to pay in full all amounts due hereunder. Upon the effective date of any such termination, all unpaid amounts due to Kreadiv hereunder will become immediately due and payable.

15. **Accuracy of Advertiser Materials.** Agency/Advertiser acknowledges and agrees that failure to notify Kreadiv of incorrect or out-of-date Advertiser Materials or material changes thereto may, among other things, result in ineffective or inefficient advertising campaigns, searchers being directed to the wrong pages of Advertiser Websites, "dead" links that result in webpages not loading correctly or incorrect information being transmitted to the public. Agency/Advertiser hereby agrees to hold Kreadiv, its Third Party Providers and its Affiliates harmless with respect to any problems, claims or liabilities which may arise as a result of incorrect or out-of-date Advertiser Materials.

16. **Privacy and Laws.**

a. Agency/Advertiser hereby agree to (i) comply with all applicable privacy laws and adhere to its privacy policy, which (a) will abide by all applicable laws and Internet advertising industry guidelines, (b) disclose the usage of third-party technology and (c) if DoubleClick (a division of Google, Inc., "**DoubleClick**") ad server is used to serve the Search Advertising, disclose the data collection and usage resulting from the use of DoubleClick services (such privacy policy, a "**Compliant Privacy Policy**"); (ii) display its Compliant Privacy Policy in a readily accessible and conspicuous location on its website; and (iii) take reasonable steps to enable third parties to access its Compliant Privacy Policy. Failure by Agency or Advertiser to do so is grounds for immediate cancellation of the Insertion Order by Kreadiv. Advertiser and Agency will ensure that each visitor to each of their websites are provided with clear and comprehensive information about, and consents to, the storing and accessing of cookies or other information on the visitor's device where such activity occurs in connection with the delivery of Search Advertising and where providing such information and obtaining such consent is required by laws. If DoubleClick ad server is used to serve the Search Advertising, Agency and Advertiser will comply with the Google Platforms Program Policies available at <http://support.google.com/platformspolicy>.

b. Agency, Advertiser, and Kreadiv will at all times comply with all federal, state, and local laws, ordinances, regulations, codes, and sanctions programs, including Internet advertising industry guidelines which are applicable to their performance of their respective obligations under the Insertion Order.

c. Agency and Advertiser agree to obtain all rights necessary for Kreadiv and DoubleClick to use any consumer / end-user data or information gathered, obtained or derived through Kreadiv's delivery of Search Advertising.

d. Agency and Advertiser agree that each "Flash-in-Flash" advertising delivered through the DoubleClick service that redirects the user to Advertiser's website will contain a conspicuous link (which, for purposes hereof may be the logo of Advertiser) to the home page of Advertiser's primary website.

e. Agency and Advertiser will not, and will not assist or knowingly permit any third party to, (i)

pass information to DoubleClick or to Kreadiv in a manner that it will then be passed to DoubleClick, that, on its own, DoubleClick could use or recognize as personally identifiable information; (ii) misappropriate any part of a DoubleClick service or modify, disassemble, decompile, reverse engineer, copy, reproduce or create derivative works from or in respect of any, or any part of, DoubleClick service; (iii) damage or tamper with any part of a DoubleClick service; (iv) knowingly breach any DoubleClick security measure; or (v) provide Kreadiv or DoubleClick with any advertising that, when viewed or clicked on by a user, causes such user's computer to download any software application.

17. Representations, Warranties and Covenants.

a. In addition to the representations, warranties and covenants set forth elsewhere in this Appendix, all representations, warranties and covenants set forth in the Kreadiv Terms and Conditions with respect to Advertisements and Ad Content will also apply with respect to Advertiser Materials.

b. To the extent a Search Campaign includes a call tracking number and call recording, the Advertiser represents, warrants and covenants that it will not accept payment information or discuss healthcare or medical information on such recorded lines.

18. Indemnification. The provisions set forth in Section 13(a) of the Kreadiv Terms and Conditions with respect to Advertisements and Ad Content will also apply with respect to Advertiser Materials.

19. Intellectual Property. As between Kreadiv, on the one hand, and Agency and Advertiser, on the other, Kreadiv will retain sole ownership of all right, title and interest in and to intellectual property associated with the Services and all Kreadiv Data, including, without limitation, all production materials, creative copy, work products, concepts or ideas that may be provided to Agency or Advertiser by Kreadiv.

20. Survival. Sections 5, 11, 13, 16, 18, 19 and 20 of this Appendix will survive termination or expiration of this Appendix.