



PRIVATE LABEL RESELLER AGREEMENT

CAREFULLY READ THESE TERMS AND CONDITIONS, AS THEY FORM A LEGAL BINDING AGREEMENT BETWEEN YOU AND INTERMEDIA.NET, INC. ONLY AN AUTHORIZED OFFICER OF YOUR COMPANY MAY EXECUTE THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, CLOSE YOUR BROWSER AND DO NOT PROCEED WITH USING OR RESELLING THE SERVICES.

By accepting this Agreement between You and Intermedia.net, Inc. – by clicking “I Agree and Continue” – You agree to be bound by all of the terms and conditions of (i) this Private Label Reseller Agreement with Intermedia.Net, Inc. and (ii) the following (as each is defined below):

- Intermedia’s PLR Policy,
- Intermedia’s Privacy Policy, and
- Intermedia’s Acceptable Use Policy (collectively, this “Agreement”).

Each of the foregoing are expressly incorporated herein by reference. Current copies of the PLR Policy, Privacy Policy and AUP are located at <http://intermedia.net/legal>.

If You do not agree to these terms, then You (I) must click “I Decline” or close your browser and (ii) do not have Intermedia’s permission to resell or use the Services.

If you are an individual entering into this Agreement on behalf of an Entity, you represent and warrant that you have the authority to bind such Entity to this Agreement. If you do not have such authority, neither you nor such Entity may accept this Agreement or resell or use the Services.

Definitions. For the purposes of this Private Label Reseller Agreement, the following definitions apply:

“Access Information” means information that alone or together with other information, can provide access to any portion of Your Account, including but not limited to Your Account number, login names, passwords, credit card or other financial information, security questions and their respective answers, and any other similar information. For the avoidance of doubt, Your Access Information will include any such information for each of Your Users.

“Account” means any account created with Intermedia in connection with this Agreement that relates to the resale of Services by You and your Users to End Users.

“Applicable Law” means any applicable foreign, federal, state or other laws, rules, regulations or interpretations of relevant Governmental Authorities.

“AUP” means Intermedia’s Acceptable Use Policy located at <http://intermedia.net/legal>, as updated from time-to-time by Intermedia.

“Data” means all data submitted by Your Users to Intermedia in connection with the Services, including all Access Information, content, material, IP and similar addresses, recordings, messages, software, Account information and Account-related settings.

“Entity” means a company, corporation, partnership, association, trust, unincorporated organization, government or political subdivision or any other legal entity.

“Governmental Authority” means a government, regulatory organization, self-regulatory organization, court of competent jurisdiction or similar body.

“Intermedia” means Intermedia.Net, Inc., a Delaware corporation with offices at 156 W. 56th Street, Suite 1601, New York NY 10019.

“Intermedia Parties” means Intermedia’s affiliates (including parents and subsidiaries), vendors, licensors and partners, and it and their officers, employees, agents and representatives.

“Intermedia Property” means (a) the Services, including the Intermedia-proprietary software applications and third party software applications provided by Intermedia to You for use with the Services, including but not limited to those belonging to Microsoft Corporation (“Microsoft”); (b) all Intermedia-developed or –supplied technology, technical information, discoveries, ideas, theories, improvements, designs, original works of authorship, processes, algorithms, inventions, know-how, techniques, and other information, including all intermediate and partial versions thereof; and (c) all documentation, program materials, marketing materials, flowcharts, notes, outlines, and other information related to and/or supplied by Intermedia in connection with this Agreement.

“PLR Policy” means Intermedia’s PLR Policy located at <http://intermedia.net/legal>, as updated from time-to-time by Intermedia.

“Privacy Policy” means Intermedia’s Privacy Policy located at <http://intermedia.net/legal>, as updated from time-to-time by Intermedia.

“Reseller End User Agreement” means the relevant service agreement for Services being resold to an End User, located at <http://serverdata.net/legal>, as such service agreement and location are updated from time-to-time by Intermedia, and legally binding between You and each End User.

“Services” means Intermedia’s hosting and/or other services, software and products, as such services, software and products are offered by Intermedia from time-to-time in its discretion.

“Third-Party Service” means any service or product offered by a party that is not Intermedia.

“User” will mean will mean any of Your employees, consultants or independent contractors to whom You authorize to assist you in carrying out your duties under this Agreement.

“You” or “Your” means the individual or Entity on whose behalf this Agreement is accepted.

1. RESELLER APPOINTMENT.

1.1. Appointment. Subject to and in accordance with the terms of this Agreement, Intermedia hereby appoints You, and You hereby accept appointment, as Intermedia’s limited, non-exclusive reseller to promote and resell Services to Your customers and/or their end users (“End Users”) under the terms provided herein. For the avoidance of doubt, your End Users may not further resell Services under this Agreement. You acknowledge and agree that the actions of any of Your Users with respect to the terms of this Agreement and the Services will be deemed to be actions by You and that any breach by any of Your Users of the terms of this Agreement will be deemed to be a breach by You.

1.2. Obligations. You agree to comply with the terms and conditions of this Agreement and with all applicable Intermedia procedures and policies that further define the resale and use of the Services. You shall identify and register End Users in accordance with the terms hereof and Intermedia’s applicable policies. You shall ensure that (i) prior to access to the Services, each End User agrees to, and is legally bound by with You, the Reseller End User Agreement and any other agreements and documents presented by Intermedia that are required to provide the Services, each as amended by Intermedia from time-to-time; (ii) Services will only be provided to such End Users; and (iii) Your End Users comply with and do not breach the

terms of the Reseller End User Agreement. You are permitted to obligate End Users to agree to additional terms and conditions, provided that such additional terms and conditions do not conflict with the Reseller End User Agreement or this Agreement. You hereby represent and warrant that (i) You are a bona fide reseller and have not entered into this Agreement for the purposes of receiving the Services for Yourself; (ii) You have sufficient personnel and resources to promote, support and resell the Services; (iii) You shall perform Your duties and obligations hereunder in a diligent and businesslike manner and refrain from any activity or action that may damage Intermedia’s reputation or the reputation of the Services; and (iv) You shall use Your best efforts to promote the Services.

1.3. Account Information and Ownership. You agree to maintain accurate Account information by providing updates to Intermedia promptly, but no later than three (3) business days, when any of Your Account information requires change, including any relevant account contact information. Failure by You, for any reason, to respond within three (3) business days to any inquiries made by Intermedia to determine the validity of information provided by You will constitute a material breach of this Agreement. You acknowledge and agree, and expressly consent, that in the event of any dispute regarding access to or legal ownership of any Intermedia account, including your Account or an End User account, Intermedia will resolve such dispute in its sole discretion. In addition, in the event of such a dispute, Intermedia may immediately suspend, alter or terminate any relevant account, including your Account or an End User account, or any portion thereof. You will reimburse Intermedia for any legal and other fees incurred with respect to any dispute regarding control or ownership of Your Account or Your Data or the same of any Intermedia customer (including any End User). You acknowledge and agree that (i) the legal owner of all Data on the Account is You, the counterparty to this Agreement, and not any individual User, including any Account contact registered with Intermedia, regardless of any administrative designation (e.g., “Administrator,” “Billing Contact,” “Owner,” etc.); and (ii) Intermedia may request any documentation it requires to establish ownership and rights to Your Account and any related Data.

1.4. Account Security and Activity. You acknowledge and agree that You are solely responsible for (i) maintaining the confidentiality and security of Your Access Information, and (ii) all activities that occur in connection with Your Account, whether initiated by You, by others on Your behalf or by any other means. You will notify Intermedia

immediately of any unauthorized use of Your Account, Access Information or any other actual or potential breach of security. You acknowledge and agree that Intermedia will not be liable for any loss that You may incur as a result of any party using Your Access Information, either with or without Your knowledge and/or authorization. You further agree that You may be held liable for losses incurred by Intermedia, any Intermedia Party or another party due to any party using Your Access Information. Intermedia strongly recommends that You keep Your Access Information in a secure location, take precautions to prevent others from accessing it and change it when necessary to maintain its confidentiality and security. **Intermedia specifically disclaims all liability for any activity in Your Account, whether authorized by You or not.**

1.5. Expenses. You are solely responsible for any and all marketing, advertising and other costs and expenses of Your office, employees and activities that You undertake in connection herewith.

1.6. Restrictions on Use. You agree that the Intermedia Property contains trade secrets and other valuable confidential and/or proprietary information belonging to Intermedia and/or its licensors. You shall not (i) rent, lease, encumber, pledge, lend, copy, make available or distribute the Intermedia Property, except as expressly permitted by this Agreement; (ii) disclose the Intermedia Property to any third party, (iii) alter, or permit the alteration of any Intermedia Property; (iv) copy, or permit the copying or distribution of any Intermedia Property; (v) knowingly take any action that jeopardizes Intermedia's proprietary rights in any Intermedia Property; (vi) acquire or seek to acquire any ownership interest in or to any Intermedia Property; (vii) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from any Intermedia Property; or (viii) remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on the Intermedia Property or that appear during use of any Intermedia Property. Except as expressly provided herein, nothing in the Agreement shall be interpreted as granting to You or any other person or Entity, any right, title, or interest in or to any Intermedia Property.

1.7. Microsoft. You acknowledge any services or support provided hereunder is not in any way provided by Microsoft and Microsoft is in no way responsible or liable for such services or support.

1.8. Third Party Beneficiary. You acknowledge and agree that (i) Intermedia shall be deemed to be a third party beneficiary of the Reseller End User Agreement and (ii) You shall use Your reasonable efforts at Your own expense to assist

Intermedia in enforcing the terms of the Reseller End User Agreement.

1.9. Non-Conforming or Interfering Use of Services; Privacy Policy. If Intermedia determines that the use of Services by You or Your End Users (i) fails to conform with the terms and conditions of this Agreement (including any Intermedia policy), or (ii) interferes with Intermedia's ability to provide the Services to You, Your End Users or our other resellers or customers, then Intermedia may immediately suspend the Services until such non-conformity or interference is cured. You acknowledge and agree that the terms of Intermedia's Privacy Policy shall apply to the Data of You and Your Users and the Data (as defined in the Reseller End User Agreement) of your End Users.

2. TERM AND TERMINATION.

2.1. Term. The term of this Agreement shall continue until terminated in accordance with the terms of this Agreement.

2.2. Termination by Either Party. Either party may terminate this Agreement without cause upon 15 days written notice. Notwithstanding the termination of this Agreement, the parties shall each remain liable for any indebtedness or other liability arising prior to such termination.

2.3. Termination by Intermedia. Intermedia may immediately terminate the Services to you or your End Users without prior notice for any or all of the following reasons: (i) any material breach of this Agreement, which includes but is not limited to violation of the PLR Policy or AUP, (ii) any non-material breach which remains uncured for 15 days after notification of such breach, (iii) Your non-performance with respect to minimum monthly sales of at least 12 billable mailboxes (e.g., not including demo or other non-chargeable mailboxes), (iv) You have entered into this Agreement for the purposes of receiving the Services solely or predominantly for Yourself, (v) You misrepresent or provide warranties relating to the quality and capabilities of the Services or Intermedia which would cause harm to Intermedia, or (vi) failure to provide and keep current all Your contact and billing information.

2.4. Automatic Termination. This Agreement will automatically terminate upon the expiration or termination of Intermedia's relevant agreement with Microsoft Corporation.

2.5. No Refund. In the event of termination by Intermedia for any reason not pursuant to Section 2.2 above, Intermedia shall not refund any paid fees. Such termination will not cancel or waive any fees owed to Intermedia prior to such termination.

2.6. Termination Consequences.

Termination will not cancel or waive any fees owed to Intermedia or incurred prior to or upon termination. You agree that Intermedia may charge such unpaid balance to Your Account on file or otherwise bill You for such unpaid balance. Upon termination, You must promptly uninstall all software provided by Intermedia in connection with this Agreement. All of Your Data will be irrevocably deleted within fourteen (14) calendar days of termination, including but not limited to, databases, contacts, calendars, e-mail, website content and any other Data hosted by Intermedia. It will be solely Your responsibility to secure all necessary Data from Your Account prior to termination. Intermedia will not be responsible for any loss of Your Data, or any damages arising from the deletion of Your Data following termination of the Services.

2.7. Termination or Suspension of Users.

In lieu of terminating or suspending Your entire Account, Intermedia may suspend Your Account or terminate or suspend individual Users.

3. FEES, PAYMENT AND EXPENSES.

3.1. Fees. You agree to pay the fees (“Service Fees”) on the page linked to from <http://www.intermedia.net/resellers/private-label-program.aspx#pricing>, as such page is amended by Intermedia from time to time in its sole discretion without prior notice. Additional fees may apply, such as migration and customization fees, professional services fees, out-of-pocket expenses and any other fees that your End Users are responsible for, including excess use fees.

3.2. Support Fee. You agree to pay Intermedia Private Label Reseller Program Support Fee (the “Support Fee”) of \$25 per calendar month. The Support Fee shall be waived for the first 6 months following the commencement of the Services. In the event that after 6 months following the commencement of the Services, you meet or exceed monthly sales of 12 billable mailboxes (e.g., not including demo or other non-chargeable mailboxes) Intermedia will waive the Support Fee for each such month.

3.3. End User Billing and Collection. You shall be solely responsible for billing Your End Users and collecting their payments. If You utilize the Intermedia payment gateway functionality to collect payments from your End Users, You assume full responsibility for Your usage of such functionality and Intermedia is in no way responsible for the performance of the Intermedia payment gateway, your payment processor or your bank.

3.4. Intermedia Billing. Intermedia shall use commercially reasonable efforts to bill You no later

than on the fifth (5th) day of each month for the previous month’s usage of the Services.

3.5. Unpaid Accounts. No Service Fee shall be due to Intermedia in connection with any unpaid End User account which is (i) disabled no later than the fifteenth (15th) of the month following the month in which such account was created and (ii) terminated within fifteen (15) days after it was so disabled. No Service Fee shall be due to Intermedia in connection with any reseller internal test accounts provided such accounts are marked as non-chargeable test accounts prior the end of the month in which such accounts were created and such accounts to not exceed 30 days in duration.

3.6. Electronic Billing. Except as provided in Section 3.7 below, all payments hereunder shall be made by credit card. You hereby authorize Intermedia to electronically charge Your credit card for payment for the Services. You hereby authorize Intermedia to (i) make such charges as necessary for payment of current and outstanding bills and invoices, and recurring fees; (ii) make additional attempts to charge should the initial attempt fail; and (iii) in the event that You provide Intermedia with different credit card information to correct any failure, act upon Your instructions, whether by phone, in writing, or by other means, that Intermedia reasonably believes to be genuine.

3.7. Invoice Billing. After Your reseller account has been in good standing for six (6) consecutive months in each of which You were charged at least \$500.00 per month, You may request to be switched to invoice billing. Acceptance into Intermedia’s invoice program shall be at Intermedia’s sole discretion. Upon approval by Intermedia, you may be allowed to pay on an invoice basis, and Intermedia will issue You an invoice within the first five (5) days of each calendar month for the prior month’s charges. Each monthly invoice shall include an invoice processing fee of \$25.00 (twenty-five dollars). Payment by check or wire must be received by the fifteen (15th) calendar day of the month in which the invoice is sent. All such payments shall be made in U.S. dollars. Payments may not be made by any other means without the prior written consent of Intermedia. Should any check from you not be honored by the relevant financial institution, a returned check fee in the amount of the lesser of \$50.00 (fifty dollars) or the maximum amount allowed by law, will be assessed.

3.8. Late Payment. In the event that Intermedia does not receive payment by the fifteen (15th) calendar day of the month for which the payment is due, Intermedia shall have the right to assess a late payment fee, equal to the greater of the

amount of (a) interest calculated at the lesser of 18% or the maximum rate permitted by law, or (b) \$25.00 (twenty-five dollars). In the event of late payment(s) on Your account, Intermedia, at its sole discretion and without waiving other rights it may have, may suspend, interrupt, or terminate the Services to You and Your End Users.

3.9. Fees for Additional Services. You agree to pay Intermedia's current rates and expenses, including the cost of Intermedia's vendors, for any requests related to information retrieval, subpoenas, consulting and advisory services or similar work.

4. MODIFICATION OF TERMS.

Intermedia may update, amend, modify or supplement the terms and conditions of this Agreement from time to time upon notice to You. You can review the most current version of this Agreement at any time at <http://www.intermedia.net/legal>.

5. LIMITED WARRANTY; LIMITATION OF DAMAGES.

5.1. **Intermedia provides Services "as is". You expressly agree that the resale and/or use of Intermedia services is at your sole risk. Intermedia and its subsidiaries, affiliates, officers, employees, agents, partners, vendors and licensors expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. You hereby agree that the terms of this agreement shall not be altered due to custom or usage or due to the parties' course of dealing or course of performance under this agreement.**

5.2. **Intermedia and its subsidiaries, affiliates, officers, employees, agents, partners, vendors and licensors shall not be liable for any direct, indirect, incidental, special, punitive or consequential damages, including but not limited to damages for lost profits, business interruption, loss of programs or information, and the like, that result from the use or inability to use the Services or from mistakes, omissions, interruptions, deletion of files or directories, errors, defects, delays in operation, or transmission, regardless of whether Intermedia has been advised of such damages or their possibility.**

5.3. **You agree that the total liability of Intermedia and the Intermedia Parties and your sole remedy for any claims regarding the services is limited to the credits set forth in the applicable Intermedia Service Level Agreement.**

5.4. **In the case of translated or otherwise customized versions of the services that**

have been enabled by You, Intermedia may, in its sole direction and without notice, update, revise or amend the Services, in which case, the Services provided to your End Users may contain text that does not reflect the corrected or updated text of the Services provided to Intermedia's direct end users. You shall be responsible for notifying Your End Users of any such changes or discrepancies. Intermedia is not responsible for updating or supporting any translated text.

6. INDEMNITY.

You shall defend, indemnify, save, and hold Intermedia and the Intermedia Parties harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorneys' fees, asserted against them that may arise or result from (i) Your breach of this Agreement and/or of any license related to the Services, (ii) Your negligence or willful misconduct or any of Your services or products, and (iii) any action or claim brought by an End User or third party related to the Services, including but not limited to, any action taken by Intermedia with respect to Sections 1.3 and 7.2 of this Agreement.

7. CONFIDENTIALITY AND PRIVACY POLICY.

7.1. Confidential Information. "Confidential Information" is all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information will include Your Data. Intermedia's Confidential Information will include the Services (and any portion thereof), the terms and conditions of this Agreement and all related forms and support records (written or electronic), as well as Intermedia's business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by Intermedia. Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. Protection of Confidential Information. Except as otherwise permitted by this Agreement or in writing by the Disclosing Party, the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to

disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement.

7.3. Use and Disclosure by Intermedia. Notwithstanding the foregoing, Intermedia may use or disclose Your Data or the Data of your End Users (as defined in the Reseller End User Agreement) (a) as expressly permitted in writing by You, (b) as expressly provided in this Agreement, including (i) in accordance with the Privacy Policy (as if such Data were "Information" as defined under the Privacy Policy), and (ii) to access such Data to provide the Services or prevent or address service or technical problems, or at Your request in connection with customer support matters.

7.4. Authorization of Use and Disclosure. You expressly authorize, acknowledge and agree that Your Data and the Data (as defined in the Reseller End User Agreement) of your End Users is subject to the Privacy Policy and that Intermedia may act in accordance with the Privacy Policy in connection with providing the Services or when otherwise necessary.

8. MISCELLANEOUS.

8.1. No Solicitation. During the term of this Agreement and for one year after its termination, you shall not solicit or attempt to solicit, directly or indirectly, for employment or other services, any persons or entities employed or engaged by Intermedia during such period without Intermedia's prior written approval.

8.2. Governing Law; Jurisdiction; Forum; Attorneys' Fees. This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of laws or its principles. Any claim or suit arising out of or relating to this Agreement will be brought in any court of competent jurisdiction located in the County and State of New York. In any action to enforce this Agreement, including, without limitation, any action by Intermedia for the recovery of fees due hereunder, You will pay Intermedia reasonable attorneys' fees and costs in connection with such action if Intermedia prevails in such action. You agree to waive the right to trial by jury with respect to any proceeding related to or arising out of this Agreement

8.3. Written Communications and Notice. You accept that communication from Intermedia may be electronic. Intermedia may contact You by e-mail or provide You with information by posting notices on Intermedia's website or to Your Account. You agree to this electronic means of communication and You acknowledge that all contracts, notices, information and other communications that Intermedia provides to

You electronically are acceptable and effective as notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given (i) immediately upon personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email or, if from Intermedia to You, online posting. Notices to You may be addressed by Intermedia to any e-mail address, postal address or facsimile number registered with Intermedia, or through means of online posting through the Services. Notices to Intermedia that are not expressly authorized by administrative control panel under this Agreement shall be mailed to Intermedia.Net, Inc., 156 W. 56th St. #1601, New York NY 10016, Attn: Legal Department, or such other address as designated on Intermedia's website from time to time.

8.4. Age and Capacity. You hereby represent and warrant that You and any person to whom You grant access to Your Account have reached the older of (i) the age of eighteen and (ii) the age of majority in Your jurisdiction, and that You are not subject to a limitation on Your ability to enter into this Agreement.

8.5. Severability. If any one or more of the provisions contained herein will, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any of the other provisions of this Agreement, and this Agreement will be construed as if such provision(s) had never been contained herein, provided that such provision(s) will be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.

8.6. Waiver. No waiver by Intermedia of any breach by You of any of the provisions of this Agreement will be deemed a waiver of any preceding or succeeding breach of this Agreement. No such waiver will be effective unless it is in writing signed by the parties hereto, and then only to the extent expressly set forth in such writing.

8.7. Assignment. No benefit or duty of You under this Agreement will, without the consent of Intermedia, be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so will be void. Intermedia may assign this Agreement without Your consent and without notice.

8.8. Force Majeure. Intermedia shall not be in default or liable for any loss or damage resulting from delays in performance or from failure to perform or comply with the terms of the Agreement due to any

causes beyond its reasonable control, which causes include but are not limited to Act of God or the public enemy; riots and insurrections; war; terrorism; fire; strikes and other labor difficulties (whether or not the party is in a position to concede to such demands); embargoes; judicial action; lack of or inability to obtain export permits or approvals, necessary labor, materials, energy, components or machinery; acts of civil or military authorities.

8.9. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and supersedes all prior or contemporaneous representations, understandings, proposals, and agreements. Continued use of the Services constitutes continued acceptance of this Agreement, including any and all modified terms. These terms shall bind and benefit the successors and heirs of the parties.

8.10. Independent Parties. Nothing contained in this Agreement shall be deemed to create, or be construed as creating, a joint venture or partnership between the parties. Neither party is, by virtue of this Agreement or otherwise, authorized as an agent or legal representative of the other party. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other party, or to bind such other party in any manner.

8.11. Publicity and Advertising. Except as required by law, You shall not make any written public statement, such as advertisements, marketing materials, or press releases, referring to the existence or terms of the Agreement, or the relationship memorialized by the Agreement, without the prior written approval of Intermedia.