

BUILDERS DIGITAL EXPERIENCE LLC

Advertising Agreement

BDX Standard Terms & Conditions
(last updated 11.19.19)

1.0 Advertising Agreement. The following terms and conditions (the "**Advertising Agreement**"), together with any insertion order executed by you ("**Advertiser**") and an authorized representative of Builders Digital Experience LLC ("**BDX**") (each an "**Insertion Order**"), or, if Advertiser ordered by telephone or via the Internet, than such order for products and services as confirmed by an email confirmation from BDX (the "**Email Confirmation**"), constitute a binding agreement for the provision of Advertising Services (as defined below) to Advertiser by BDX and govern the relationship between Advertiser and BDX (the "**Parties**" or, individually, a "**Party**"). The Insertion Order or the Email Confirmation, as applicable, are referred to herein as the "**Order**." The Order and this Advertising Agreement are collectively referred to herein as the "**Agreement**." To the extent that any terms or conditions of any Order conflict with the terms of this Advertising Agreement, the terms of such Order shall prevail, but only in relation to the advertising services under that particular Order. IF YOU ORDERED BY TELEPHONE AND DID NOT SIGN AN INSERTION ORDER, YOUR USE, OR ACCEPTANCE WITHOUT OBJECTION, OF THE ADVERTISING SERVICES OR YOUR PROVISION OF ANY ADVERTISER CONTENT TO BDX CONSTITUTES YOUR ACCEPTANCE OF THE AGREEMENT.

2.0 Advertiser Obligations. Advertiser shall provide BDX all Advertiser Content (as defined below) in accordance with BDX's instructions. Except as otherwise expressly provided in the Order, Advertiser Content shall be delivered to BDX via XML file transfers or other electronic data interchange as specified by BDX from time to time. In the event that Advertiser does not possess the capability to export data via XML or other specified electronic data interchange, Advertiser may either (x) elect to use BDX's web-based data-entry tool, as directed by BDX, (y) request that BDX provide professional services to programmatically extract data from one or more websites designated by Advertiser, or (z) request that BDX provide additional professional services for manual collection of Advertiser Content by phone, facsimile, mail, email or other means at such prices and on such terms as may be mutually agreed by the Parties. If Advertiser requests that BDX provide professional services under subclause (y) of the immediately preceding sentence, Advertiser shall be solely responsible for obtaining all necessary rights and permissions for BDX to access such websites and extract such data. Advertiser and for the accuracy, completeness, quality and content of such data and BDX shall have no liability to Advertiser for any errors or omissions related to the extracted data. Advertiser understands that data extracts are dependent on the underlying website and any site changes such as URL alterations, page layout changes, etc. may require intervention that will be subject to additional charges at BDX standard hourly rates. XML file transfers and other specified electronic data interchanges must be in accordance with BDX's then-current policies and procedures, which will be provided to Advertiser by BDX upon request. To use certain tools or protocols, Advertiser must agree to abide by any associated Terms of Use and must request a username and password from the appropriate BDX account manager or customer service representative. Advertiser will be solely responsible for all activities that occur under that username and password. Advertiser acknowledges that time is of the essence in providing required Advertiser Content to BDX, and Advertiser's failure to timely provide required Advertiser Content in accordance with applicable specifications or instructions may delay or prevent delivery of the Advertising Services hereunder. Advertiser represents and warrants that Advertiser shall retain a copy of all Advertiser Content, and hereby releases BDX and any third parties involved in the creation or delivery of Advertiser Content from any and all liability for loss of, or damage to, the Advertiser Content provided hereunder. Advertiser acknowledges that none of Advertiser Content or provision thereof is confidential. Advertiser understands that if Advertiser has not provided sufficient materials as determined by BDX, in its sole discretion, material for some Advertising Services may be automatically selected for Advertiser or a placeholder graphic may be used. BDX may terminate this Agreement due to Advertiser's inability or failure to comply with BDX's instructions without further obligation to Advertiser, however, Advertiser will remain obligated to pay BDX all fees due under the Order. Advertiser may receive consumer contact information

in connection with the Advertising Services provided hereunder ("**Leads**"). Advertiser shall use each Lead only in accordance with BDX's then-current privacy policy, which is currently available at <https://www.builderhomesite.com/privacy-policy/>, solely for the purpose of responding to the corresponding consumer's inquiry or request (as applicable). Advertiser acknowledges that Advertising Services may involve consumer telephone numbers or other contact information listed on one or more governmental or quasi-governmental 'do not call' lists or similar databases. Advertiser is solely responsible for ensuring that the Advertising Services provided on its behalf hereunder comply with all 'do not call', CAN-SPAM, and any other applicable consumer laws and regulations. Advertiser shall comply with the privacy policy and terms of use established by BDX from time to time or as otherwise agreed to by the consumer. Advertiser shall use commercially reasonable efforts to develop internal systems and procedures to provide reasonable assurances that all Advertiser Content supplied to BDX by Advertiser is accurate, timely and complete. Advertiser shall cooperate with BDX's reasonable quality control procedures in effect from time to time. Advertiser shall at all times provide BDX with a current working email address for communication and notice purposes. Advertiser represents, warrants and covenants that (a) all Advertiser Content is true, complete and accurate (b) Advertiser holds the necessary rights to permit the use of all Advertiser Content by BDX, (c) all Advertiser Content is in compliance with any technical standards and procedures provided by BDX and shall not otherwise interfere with the function or performance of the BDX Distribution Channels; (d) no Advertiser Content shall (i) infringe on any copyright, patent, trademark, trade secret or other proprietary or intellectual property rights of any third party; (ii) violate any law or regulation, including without limitation, any privacy laws, including or the California Consumer Protection Act, those governing export control or the American with Disabilities Act; (iii) be defamatory or trade libelous; (iv) be pornographic or obscene or contain any nudity or other sexual materials; (v) contain viruses, Trojan horses, worms, lime bombs, or other similar harmful or deleterious programming routines; (vi) contain material that is threatening, abusive, discriminatory, harassing, defamatory, obscene, profane, indecent, or otherwise objectionable or offensive; (vii) contain content promoting or encouraging a raffle, contest, game, or pyramid scheme requiring payment of a fee by participants; (viii) contain hate propaganda or fraudulent material or activity; or (ix) contain any confidential information or trade secret of Advertiser or any third party, (e) each Internet site identified by URLs in Advertiser Content: (1) is controlled by Advertiser and operated by Advertiser or its independent contractors, (2) will be functional and accessible at all times, and (3) is suitable in all respects to be linked to from the applicable BDX Distribution Channels containing the Advertiser Content; (f) all Advertiser Content, Advertisements and any other acts committed (or omitted) by or on behalf of Advertiser in connection with this Agreement shall at all times be in full compliance with all applicable governmental and quasi-governmental rules, laws, treaties and regulations (including, but not limited to, the Fair Housing Act and the American with Disabilities Act), (g) any special offers, incentives or commitments made by Advertiser or contained in any Advertiser Content are the sole responsibility of Advertiser and not BDX; and (h) Advertiser has full power and authority and the absolute right to enter into this Agreement and to perform its obligations hereunder.

3.0 Advertising Services. Once all required Advertiser Content is received and processed by BDX, BDX shall use commercially reasonable efforts to provide the Advertising Services described in the applicable Order. BDX reserves the right to omit, modify or remove Advertiser Content, in whole or in part, if BDX, in its sole discretion, finds any part of it to be in violation of the Agreement, inappropriate, or against the business interests or policies of BDX or any of its Affiliates. BDX reserves complete discretion to determine the design, architecture, functionality and content of, and the timing and order of development of any revisions or enhancements to the BDX Distribution Channels. BDX may, at its sole discretion, modify, alter or discontinue the functionality or content of any portion of the BDX Distribution Channels at any time. BDX makes no guarantees with respect to

usage statistics, levels of impressions or the like for any of the Advertising Services. Advertiser acknowledges that delivery statistics provided to Advertiser by BDX are the definitive and binding measurements of BDX's performance on any delivery obligations provided in or required under the Order. Except as otherwise expressly provided in a written Insertion Order, positioning of Advertisements within the BDX Distribution Channels or on any page or portion thereof is at BDX's complete discretion.

4.0 Fees and Invoicing. Advertiser shall pay the fees specified in the Order, pursuant to any terms and conditions specified therein. Except as otherwise expressly provided in a written Insertion Order, fees shall be payable in accordance with the terms and conditions specified in Order whether or not Advertiser shall have complied with its obligations set forth in Section 2.0. Fees for products and services with unit-based pricing (e.g., fees based on number of communities, impressions, etc.) may be billed by BDX in accordance with its standard measurement and billing practices (as modified or updated by BDX from time to time) based on quantities for the applicable billing period, which may vary from the initial quantities specified in the Order. Any and all federal, state or local taxes that may be imposed on any Advertising Services pursuant to this Agreement shall be paid by Advertiser and BDX may bill and collect such amounts in addition to the amounts otherwise payable hereunder. Any amounts not paid by Advertiser within 30 days after the due date will be subject to a late fee and will bear interest from the date of such due date at the lesser of 1.5% per month or the maximum rate permitted by applicable law. Failure to timely pay fees due hereunder shall give BDX the right to stop providing the Advertising Services under any active Insertion Order, and BDX's doing so or Advertiser's payment of interest on late payments of fees shall not prevent BDX from exercising any other rights under this Agreement or applicable law.

5.0 Editorial Control; Legal Compliance; Fair Housing Notice. BDX (or, in some circumstances, the relevant provider of the Advertising Services) retains sole editorial control over any and all Advertisements, Advertiser Content, URLs, links, artwork, graphics, text, and other information presented via the Advertising Services. BDX reserves the right, in its sole discretion, to reject, cancel or remove any Advertisement, Advertiser Content or Advertising Service, at any time, for any reason whatsoever, and it shall not be deemed a termination of this Agreement for BDX to do so unless all Advertisement, Advertiser Content and Advertising Services under the Order have been rejected, cancelled or removed by BDX. The Federal Fair Housing Act and state and local fair housing laws prohibit discrimination in the sale, rental, leasing and financing of housing, as well as discriminatory advertising, on the basis of race, sex, color, religion, national origin, mental or physical disability, or familial status. Certain state and local jurisdictions may also have specific applicable regulations prohibiting discrimination based on marital status, sexual orientation and source of income or other rules or regulations related to advertising new homes for sale. These laws not only prohibit advertisements which clearly restrict access to housing based on the protected categories, but also prohibit advertisements which indicate a preference for or against a person based on a protected category. It is the intent and goal of BDX to have each person who wishes to obtain Advertising Services comply with all laws and regulations, including but not limited to the fair housing laws. Although BDX reserves the right to reject or edit any Listing or other Advertiser Content that is or might be contrary to the law, as determined by BDX in its sole discretion, Advertiser understands that BDX has no duty or obligation to do so.

6.0 Rights to Data; Advertiser Licenses. As between BDX and Advertiser, Advertiser retains all of its proprietary right, title and interest in the Listings and other Advertiser Content provided by Advertiser to BDX. Advertiser hereby grants to BDX a nonexclusive, worldwide, perpetual, royalty-free license to use, store, display, perform, reproduce, modify, distribute, transfer, market, sublicense and transmit such Listings and other Advertiser Content. As between BDX and Advertiser, BDX exclusively owns all right, title and interest in any user data or other data (including without limitation all data on use patterns and user demographics) derived from the BDX Distribution Channels or otherwise resulting from or associated with any of the Advertising Services.

7.0 BDX Licenses. To the extent any Order includes Advertising Services that feature the right to create a link to one of the BDX Distribution Channels, BDX hereby grants Advertiser a limited, revocable right to link to the applicable BDX Distribution Channel during

the applicable term, subject to the following provisions: (a) any and all links to the applicable BDX Distribution Channel ("Authorized Links") must be configured according to BDX's technical standards and procedures (as provided by BDX to Advertiser from time to time); (b) aside from linking to the specified page(s) on the applicable BDX Distribution Channel(s), Advertiser may not link to or frame any other page in any web site of BDX or its Affiliates without BDX's prior written permission; (c) Advertiser may not configure any web page in such a way as to require users to register, sign up for services, or otherwise submit personal information as a condition of accessing any web page or service of BDX or its Affiliates without BDX's prior written consent; and (d) BDX may grant Advertiser a non-exclusive, royalty-free, revocable right to use certain graphics, images or text specified by BDX solely for the purpose of establishing the Authorized Links. Notwithstanding anything to the contrary, BDX hereby reserves all of its rights in and to any such graphics, images or text, its trade names, trademarks, and all of its other intellectual property rights. Advertiser will at all times comply with BDX's Trademark Usage Guidelines, which are available from BDX upon request. BDX may revoke any license to create Authorized Links at any time in its sole discretion by providing notice to Advertiser. Notwithstanding anything to the contrary contained herein and subject to BDX's receipt of all payments as specified in the Order, the Advertising Services are licensed (not sold) to Advertiser by BDX and BDX does not transfer any right, title or interest to Advertiser.

8.0 Disclaimer; Limitation of Liability; Indemnity; Sole Recourse.

8.1 Disclaimer; Limitation of Liability. BDX EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE OR QUALITIES OF ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AS TO THE CONDITION OR WORKMANSHIP THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, INCLUDING ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. BDX EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT THE USE OF ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL BE CONTINUOUS, UNINTERRUPTED OR ERROR-FREE, THAT ANY INFORMATION CONTAINED THEREIN WILL BE ACCURATE OR COMPLETE OR THAT ANY DATA WILL BE COMPLETELY SECURE FROM UNAUTHORIZED ACCESS. BDX DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE USE OF OR THE RESULTS DERIVED FROM ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, COMPATIBILITY, LEAD GENERATION, INCREASE IN BUSINESS OR OTHERWISE. IN THE EVENT BDX FAILS IN ANY RESPECT TO PROVIDE ADVERTISING SERVICES IN ACCORDANCE WITH THE ORDER, THE SOLE LIABILITY OF BDX TO ADVERTISER AND ADVERTISER'S SOLE REMEDY IS LIMITED TO FOLLOWING (AT BDX'S SOLE ELECTION): (A) A PRO RATA REFUND OF THE FEES PAID BY ADVERTISER WITH RESPECT TO SUCH ADVERTISING SERVICE, (B) INTEGRATION OR PLACEMENT AT A LATER TIME IN A COMPARABLE POSITION, OR (C) EXTENSION OF THE TERM OF THE ORDER UNTIL THE CONTRACTED ADVERTISING SERVICES ARE DELIVERED. IN NO EVENT DOES BDX HAVE ANY OBLIGATION TO ACCEPT ANY RETURNS OR EXCHANGES OF ANY ADVERTISING SERVICES OR FIX ANY DEFECTS IN THE ADVERTISING SERVICES. IN NO EVENT IS BDX RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OR ANTICIPATED REVENUES, PROFITS OR SAVINGS, LOSS OF BUSINESS OR LOSS OF DATA, IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED, AND REGARDLESS OF THE THEORY OF LIABILITY (WHETHER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), EVEN IF FORESEEABLE OR IF BDX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS AND NOTWITHSTANDING ANY FAILURE OR INADEQUACY OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE, LIMITED OR OTHER REMEDY. IN NO EVENT SHALL BDX'S AGGREGATE LIABILITY TO ADVERTISER EXCEED THE AMOUNT RECEIVED BY BDX FROM ADVERTISER UNDER THIS AGREEMENT DURING THE SIX MONTH

PERIOD PRECEDING THE ACT OR BREACH GIVING RISE TO SUCH LIABILITY. In the event that an injunction or restraining order is obtained against the use or receipt by Advertiser of the Advertising Services in any way provided in this Agreement because of any violation by BDX of any patent, copyright, trade secret, trademark or other intellectual property or proprietary right, or in BDX's judgment any of the Advertising Services is likely to become the subject of a successful claim of such violation, BDX may, at BDX's option, terminate this Agreement without any liability therefor.

8.2 Indemnity. Advertiser shall, at its own expense, indemnify, defend and hold BDX and its members, managers, partners, officers, employees, agents, representatives, successors, and Affiliates harmless from and against any and all claims, suits, actions, liabilities, losses, costs (including reasonable attorney fees and costs), expenses, judgments or damages of any kind arising out of, related to, or in connection with (a) any breach by Advertiser of any representation, warranty or obligation under this Agreement, (b) any Advertiser Content, (c) any claim from a home buyer or potential buyer, consumer group, governmental entity, real estate broker or agent, surveyor, appraiser, mechanic, material man, supplier, lender, contractor, subcontractor or other person relating to the Advertising Services, any Listings or other Advertiser Content supplied by Advertiser, or the sale or rental (or offering for sale or rent) of any home or property, or (d) any material, product or service provided by or on behalf of Advertiser to any party (including without limitation, any warranty claims, consumer protection claims and claims of trademark or copyright infringement, defamation, breach of confidentiality, publicity or privacy violation, or false, deceptive or unfair advertising, sales or business practices).

8.3 Sole Recourse. Customer's sole recourse for any damages, wrongs, claims, suits, actions, liabilities, losses, costs (including reasonable attorney fees and costs), expenses, judgments or damages in any way arising out of or relating to this Agreement is limited solely to a claim against BDX and its owned assets. In no event shall Customer bring any claim against any direct or indirect member, manager, partners, owner, officer, director, employee, agent, representative or Affiliate of BDX, or any successor of any of the foregoing (each, an "Excluded Person"). Each Excluded Person shall also be deemed entitled, insofar as may be necessary or useful to it, to the protections and benefits of Section 8 of this Agreement. Each Excluded Person is free to enforce this paragraph directly.

9.0 Term and Termination. This Agreement becomes effective upon acceptance by Advertiser and, unless sooner terminated in accordance with the terms of this Agreement, shall continue in effect so long as any Insertion Period (including any renewals thereof) remains unexpired under the Order. Unless otherwise expressly provided in the Order, this Agreement may be terminated by either party for any reason at any time upon 120 days' prior written notice, in which case Advertiser shall immediately pay to BDX all amounts due through the effective date stated in such termination notice. BDX has the right to terminate this Agreement immediately in the event of any breach by Advertiser of this Agreement or any other agreement Advertiser may have with BDX or its Affiliates, in which case all amounts due through the term stated on the Order shall be immediately due. When available, renewal rates will be based on pricing in effect on the renewal date and pricing is subject to change at any time. In addition, fees may apply to reinstate certain Advertisements or Advertising Services after termination or cancellation. Upon termination of this Agreement by either party pursuant to this Section 9.0, the obligations of the parties set forth herein shall cease and the licenses granted in Section 7.0 shall terminate without any further notice; *provided*, however, that Sections 8.0 and 11.0 and the licenses granted in Section 6.0 shall survive such termination.

10.0 Definitions. As used in this Agreement, and in addition to any other terms defined in this Agreement, the following terms shall have the following meanings. "Affiliate" means, with respect to any given company, any other company that, directly or through one or more intermediaries, controls, is controlled by, or is under common control with such given company. As used in the foregoing sentence, "control" means fifty percent (50%) or more voting or ownership and "company" includes any organization whether or not formally established as a distinct legal entity. Notwithstanding the foregoing, but without limiting its generality either, the following (in addition to any others who are not here named) are to be considered Affiliates of BDX for purposes of this Agreement: Builder Homesite, Inc., Move, Inc., and any third party that has a distribution, syndication or other similar arrangement involving

BDX or any of its websites or assets or involving any of BDX's other Affiliates or any of their respective websites or assets. "Advertising Services" refers to Advertisements or other advertising services, technology, online/offline content, or similar products or services ordered on the Order, and "Advertisements" means any advertisement, promotion or marketing of Advertiser, Advertiser's services or properties made pursuant to this Agreement. "Advertiser Content" means information provided by or on behalf of Advertiser relating to the Advertising Services, including any and all Listings, data, content, images, photography, artwork, text, trademarks, trade names and other materials for Advertising Services. "BDX Distribution Channels" means Internet websites (including co-branded and mirrored versions thereof), interactive services, direct marketing campaigns (including email, text messages and other direct marketing methods), and other media (including any and all print media) owned or operated by or on behalf of BDX or its Affiliates, where Advertiser Content may be distributed and/or electronically displayed. "List" means to provide BDX with the current and updated Listing data for Advertiser's communities or homes in such format and by such means as may be reasonably specified by BDX. "Listing" means the reasonably available descriptive and pricing information for Advertiser's new homes and communities, including, as applicable, the addresses, descriptions, available floor plans, elevation renderings and photos for each home offered for sale by Advertiser within such community and a link to Advertiser's web site, each in such format and by such means as may be reasonably specified by BDX.

11.0 Miscellaneous.

11.1 Assignment. This Agreement and any benefits derived hereunder may be assigned in whole or in part by BDX. Advertiser may not assign this Agreement in whole or in part without the prior written consent of BDX. Any assignment in violation of this Section shall be void and of no effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

11.2 General. By entering into this Agreement, Advertiser hereby subscribes, at no additional cost, to the email newsletters and publications of BDX and its Affiliates, some of which may contain information about new products, features or other promotional commercial material. BDX shall perform this Agreement solely as an independent contractor, and not as Advertiser's partner, co-venturer, agent or employee. Unless otherwise expressly agreed in writing, BDX shall not act as Advertiser or any other party's real estate broker or real estate "agent". Advertiser acknowledges that the Affiliates of BDX are third-party beneficiaries to this Agreement. The use of the term "Listing" herein does is not intended to create or imply a brokerage or agency relationship or the provision of service normally provided by a real estate agent or broker. This Agreement constitutes and contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior written and oral negotiations, correspondence, agreements, understandings, duties or obligations between the Parties respecting the subject matter hereof. This Agreement may be executed in counterparts, via facsimile, each of which shall constitute an original but all of which taken together shall constitute one agreement. No Party hereto shall be liable to any other Party for any loss or damage due to delays or failure to perform resulting from an event of "Force Majeure," including without limitation: act of God, accident, war, fire, lockout, strike or labor dispute, acts or omissions of the other party, or any other event beyond the reasonable control and without the fault or negligence of such Party. This Agreement is governed by and shall be construed and enforced in accordance with the laws of the State of Texas without regard to principles of choice of laws or conflict of laws that would cause the laws of any other state to apply. The Parties consent to the jurisdiction of the courts of the State of Texas located in Travis County and each Party hereby waives any defense of forum non conveniens. No modification, extension or waiver of or under this Agreement shall be valid unless documented in writing and signed by BDX or confirmed by an email confirmation from an authorized representative of BDX. BDX may, at any time, set-off any amounts due to Advertiser against any amounts owed by Advertiser to BDX, whether pursuant to this Agreement or otherwise. Except as otherwise expressly provided, all rights and remedies hereunder are cumulative. In case any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, so long as the economic or legal

substance of the transactions contemplated hereby is not affected in any manner adverse to any party.

11.3 Notices, Payments, Statements, etc. Except as otherwise provided herein, any notice or other communication to be given hereunder shall be in writing and shall be (as elected by the party giving such notice): (i) personally delivered; (ii) sent postage prepaid by registered or certified mail, return receipt requested; (iii) transmitted by facsimile (with a confirmation of receipt) or email; or (iv) deposited prepaid with a nationally recognized overnight courier service. Notices shall be deemed to have been duly given on the date of receipt (or if non-electronic delivery is refused, the date of such refusal). All notices and other communications shall be addressed to Advertiser's address indicated on the Order. All notices and other communications shall be addressed to BDX as follows:

Builders Digital Experience LLC
11900 RR 620 N
Austin, TX 78750
Attn: Chief Financial Officer
Fax: (512) 371-9552