



C A M B R I A<sup>®</sup>

## TERMS AND CONDITIONS

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**Ownership.** You represent and warrant that you own or have the rights and/or authorizations necessary for Cambria to use Content as specified in these Terms and Conditions. You hereby agree that you will not sell, transfer or otherwise assign your right, title and interest in and to Content to any direct or indirect competitor of Cambria.

**No Defaults.** Your agreement to, and approval of these Terms and Conditions and your performance and compliance with these Terms and Conditions will not conflict with, result in a breach of, constitute a default under or require the consent of any third party under any license, sublicense, lease, contract, agreement or instrument to which you are bound or to which the Content is subject.

**Indemnification.** By submitting Content to Cambria, you accept sole responsibility for its transmission and any resultant damages to you or a third party. You shall indemnify and hold Cambria and its managers, governors, members, agents, affiliates, contractors, successors and assigns harmless from and against all losses, liabilities, suits, actions, obligations, fines, damages, judgments, penalties, claims, causes of action, charges, costs and expenses (including, but not limited to, attorneys’ fees, disbursements and court costs prior to trial, at trial and on appeal) arising out of or related to your breach of these Terms and Conditions.

Governing Law. These Terms and Conditions shall be governed by, construed and enforced according to the laws of the State of Minnesota, without regard to its conflict or choice of law principles. Any action arising out of or relating to these Terms and Conditions shall be brought only in the state or federal courts of Minnesota, and all parties expressly consent to such courts' jurisdiction and irrevocably waive any objection with respect to the same, including any objection based on forum non conveniens.

Miscellaneous. You agree to sign and deliver any further documentation, and take all actions reasonably requested by Cambria, in connection with these Terms and Conditions without compensation. You may not assign or transfer these Terms and Conditions, or any of your rights or obligations hereunder, without the prior written consent of Cambria, and any attempted assignment or transfer without Cambria's prior written consent shall be null and void. These Terms and Conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, estate, heirs, successors and permitted assigns. If any provision of these Terms and Conditions is held invalid or unenforceable, such invalidity will not invalidate the whole of these Terms and Conditions, but rather that invalid provision will be amended to achieve as nearly as possible the same effect as the original provision and the remainder of these Terms and Conditions will remain in full force and effect. Nothing in these Terms and Conditions is intended to confer upon any person other than the parties hereto, and their respective personal representatives, estate, heirs, successors and permitted assigns, any rights or remedies under or by reason of these Terms and Conditions. No breach or right under these Terms and Conditions may be waived unless in writing signed by the waiving party.

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