

BOSTON LOGIC TECHNOLOGY PARTNERS, INC. (“BOSTON LOGIC” OR “WE”) IS WILLING TO PROVIDE CERTAIN SERVICES AND SOFTWARE TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY (REFERENCED BELOW AS “YOU” OR “YOUR” OR “CUSTOMER”) THAT ENTERS INTO A WRITTEN ORDER SCHEDULE, STATEMENT OF WORK OR SIMILAR DOCUMENT WITH BOSTON LOGIC THAT REFERENCES THIS AGREEMENT ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS MASTER SERVICES AGREEMENT (“AGREEMENT”). READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE PURCHASING ANY SERVICES OR SOFTWARE FROM BOSTON LOGIC. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND BOSTON LOGIC. BY ENTERING INTO A WRITTEN ORDER SCHEDULE, STATEMENT OF WORK OR SIMILAR DOCUMENT WITH BOSTON LOGIC THAT REFERENCES THE AGREEMENT BELOW, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

FOR THE SAKE OF CLARITY, IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF (AND FOR USE ON BEHALF OF) A COMPANY OR OTHER ENTITY (A "CORPORATE ENTITY"), YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH CORPORATE ENTITY TO THE TERMS OF THIS AGREEMENT AND YOU ACKNOWLEDGE THAT THE TERM "YOU" OR "CUSTOMER" REFERENCED BELOW REFERS TO SUCH CORPORATE ENTITY.

MASTER SERVICES AGREEMENT

Boston Logic and Customer shall herein be referred to each as a “Party” and collectively as the “Parties”. In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1 Affiliate(s) means any corporation, partnership or other entity now existing or hereafter organized that directly or indirectly controls, is controlled by or under common control with a Party. For purposes of this definition “control” means the direct possession of a majority of the outstanding voting securities of an entity.

1.2 Boston Logic Material means all information, content methodologies, data, ideas, concepts, materials, templates, know-how, techniques, documentation, software and development tools that Boston Logic possesses prior to the commencement of the Services or which it develops independently of any activities governed by this Agreement, and any derivatives, modifications or enhancements made to any such property while performing the Services.

1.3 Customer means the person or entity that enters into an Order Schedule, SOW or similar ordering document with Boston Logic that expressly references this Agreement.

1.4 Customer Content means all content and data made available by Customer and/or its Seats to Boston Logic for use in connection with the Services or generated by Customer via use of the Services and includes, without limitation, all data specific to Customer’s visitors to its website.

1.5 Deliverable(s) means any work product, deliverables, programs, interfaces, modifications, configurations, reports, analyses or documentation developed by Boston Logic specifically on behalf of Customer and delivered to Customer in the performance of any Professional Services.

1.6 Documentation means the documentation for the Software generally supplied by Boston Logic to assist its customers in the use of the Software, including user guides and manuals and other written materials.

1.7 Effective Date is the date that the first Order Schedule or SOW is entered into between the Parties referencing this Agreement

1.8 Order Schedule means each Boston Logic ordering document signed by duly authorized representatives of both Parties which references this Agreement, identifies the specific Software ordered by Customer from Boston Logic, sets forth the prices for the Software and any Professional Services and contains other applicable terms and conditions.

1.9 Professional Services means those installation, set-up, integration, configuration, consulting, content creation, design and/or training services to be provided by Boston Logic if and as specified on an SOW.

1.10 Seat(s) means individual employees and independent contractors of Customer or its Affiliates who are authorized by Customer to use the Services, and, with respect to the Software, individuals with a unique Seat identification that can utilize or be managed by the Software, including but not limited to those individuals that have been supplied passwords by Customer (or by Boston Logic at Customer’s request).

1.11 Service(s) means the hosting and maintenance of the Software and any Professional Services provided by Boston Logic pursuant to Section 2 hereof.

1.12 Software means the proprietary subscription-based software products, developed by Boston Logic and/or its subsidiaries as reflected in the applicable Order Schedule, including selected modules, application program interfaces, and feeds.

1.13 SOW(s) means a Statement of Work referencing this Agreement and entered into by both Parties from time to time that describes the Professional Services to be provided by Boston Logic and certain other terms related thereto that are agreed between the Parties.

2. SERVICES

2.1 Services. Boston Logic shall provide Customer with the specific Services specified on an Order Schedule and/or SOW, as the case may be. Any conflict between the terms and conditions set forth in this Agreement and any Order Schedule and/or SOW shall be resolved in the following order: (i) the Order Schedule, (ii) this Agreement and (iii) the SOW (unless the SOW specifically references the provision of this Agreement that it is to supersede in which case such provision shall

supersede any conflicting term in this Agreement solely for purposes of that SOW). Customer agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Boston Logic Boston Logic regarding future functionality or features

2.2 License Grant. Subject to the terms and conditions of this Agreement, and in consideration for the payment of fees set forth on the applicable Order Schedule, Boston Logic hereby grants to Customer, solely during the term of the applicable Order Schedule, a limited, non-exclusive, non-transferable (except as set forth in Section 10.2) license to access and use the Software solely for Customer's internal business purposes. This license is restricted to use by Customer and its Seats and does not include the right to use the Software on behalf of any third party. The Software shall be hosted by Boston Logic and made available to Customer in a software-as-a-service environment. Customer shall not be entitled to receive any physical copy of Software. Customer is responsible for procuring and maintaining the network connections that connect Customer to the Software. Customer agrees: (a) that only authorized Seats are permitted to use the Software; (b) that it is responsible for authorized Seats' actions or failures to act in connection with activities contemplated under this Agreement and (c) to otherwise take all commercially reasonable steps to protect the Software and the Documentation from unauthorized use and/or access. Customer shall not (and shall not allow any third party to): reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the Software or access the Software in order to build a competitive product or service or copy any ideas, features, functions or graphics of the Software. Except as expressly permitted in this Agreement, Customer shall not copy, license, sell, transfer, make available, lease, time-share, distribute, or assign this license, the Software to any third-party. Customer acknowledges that access and use of the Software is licensed to Customer for use up to the number of Seats, website domains or other offering purchased by Customer and set forth on the applicable Order Schedule (the "Volume Limitations"). In the event that the Software is used in excess of the Volume Limitations set forth on the Order Schedule, then Customer shall be obligated to pay Boston Logic for the number of applicable Seats or other offering purchased by Customer, as the case may be, in excess of such Volume Limitations at Boston Logic's then-current excess fee rates (the "Excess Fee"). Customer may also add licenses for additional Seats or other offerings purchased by Customer by executing a new Order Schedule or amendment thereto.

2.3 Affiliates. Customer may make the Software available to its Affiliates provided that all licensing restrictions are complied with in each instance by each such Affiliate and that Customer is liable for any breach of the terms and conditions of this Agreement by any of its Affiliates. Any license restrictions set forth on an Order Schedule shall be deemed to apply to Customer and its Affiliates in the aggregate

3. FEES; PAYMENT TERMS

3.1 Fees. Customer agrees to pay Boston Logic for the Services provided and expenses incurred on the basis and at the rates specified in each Order Schedule and/or SOW. Unless otherwise set forth on the Order Schedule or SOW, payment shall be by credit card or Automated Clearing House ("ACH") / electronic check as indicated on the Order Schedule or within thirty (30) days after receipt of Boston Logic's invoice and shall be made in US Dollars. Customer agrees to pay a late charge of one and one-half percent (1.5%) per month (or part of a month), or the maximum lawful rate permitted by applicable law, whichever is less, for all amounts, not subject to a good faith dispute, and not paid when due. Boston Logic may increase fees five percent (5%) per annum after the Initial Term, this rate change increase provision will persist annually with no term limit. In addition to paying the applicable fees, Customer shall also pay all pre-approved reasonable travel and out-of-pocket expenses incurred by Boston Logic in connection with any Services rendered. Customer acknowledges and

agrees that all pre-paid fees are non-refundable and no credits shall be made except as provided for in Sections 5 and 9.

3.2 Disputed Charges. If Customer has a good-faith dispute with respect to any fees, charges, or amounts on any invoice and such dispute cannot be resolved promptly through discussions between the Parties, Customer agrees to pay the amounts due under this Agreement less the disputed amount, and the Parties shall diligently proceed to resolve such disputed amount. An amount will be considered disputed in good faith if (i) Customer delivers a written statement to Boston Logic on or before the due date of the invoice, describing in detail the basis of the dispute and the amount being withheld by Customer, (ii) such written statement represents that the amount in dispute has been determined after due investigation of the facts and that such disputed amount has been determined in good faith, and (iii) all other amounts due from Customer that are not in dispute have been paid in full as and when required under this Agreement.

3.3 Taxes. Fees are exclusive of taxes. Customer shall be responsible for the payment of all sales, use, value added tax, and other similar taxes arising from or relating to the Services, except for taxes related to the net income of Boston Logic and any taxes or obligations imposed upon Boston Logic under federal, state and local wage laws.

4. CONFIDENTIALITY

4.1 Confidential Information. During the term of this Agreement, each Party will regard any information provided to it by the other Party and designated in writing as proprietary or confidential to be confidential ("Confidential Information"). Confidential Information shall also include information which, to a reasonable person familiar with the disclosing Party's business and the industry in which it operates, is of a confidential or proprietary nature. The receiving Party shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose) any Confidential Information to any person or entity *except* to a director, officer, employee, outside consultant, or advisor (collectively "Representatives") who have a need to know such Confidential Information in the course of the performance of their duties for the receiving Party and who are bound by a duty of confidentiality no less protective of the disclosing Party's Confidential Information than this Agreement. The receiving Party and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of the disclosing Party. Each Party accepts responsibility for the actions of its Representatives and shall protect the other Party's Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be used. The Parties expressly agree that the terms and pricing of this Agreement are Confidential Information. A receiving Party shall promptly notify the disclosing Party upon becoming aware of a breach or threatened breach hereunder, and shall cooperate with any reasonable request of the disclosing Party in enforcing its rights.

4.2 Exclusions. Information will not be deemed Confidential Information hereunder if such information: (i) is known prior to receipt from the disclosing Party, without any obligation of confidentiality; (ii) becomes known to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (iv) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information. The receiving Party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, provided that it gives the disclosing Party reasonable prior written notice to permit the disclosing Party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

4.3 Injunctive Relief. Notwithstanding any other provision of this Agreement, both Parties acknowledge that any use of the disclosing Party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the disclosing Party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both Parties agree that, in addition to any other remedy to which the disclosing Party may be entitled hereunder, at law or equity, the disclosing Party shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to restrain such use in addition to other appropriate remedies available under applicable law.

5. LIMITED WARRANTY

5.1 Software Warranty. Boston Logic represents and warrants that during the term of any Order Schedule for the Software, the Software will conform, in all material respects, with its Documentation ("Software Warranty"). Boston Logic does not warrant nor represent that it will be able to correct all reported defects or that use of the Software will be uninterrupted or error free. Boston Logic makes no warranty regarding features or services provided by third parties. For any breach of the Software Warranty, Boston Logic will, at no additional cost to Customer, provide remedial services necessary to enable the Software to conform, in all material respects, to the Documentation. Customer will provide Boston Logic with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. Such Software Warranty shall only be available to Customer if the Software has been utilized by Customer in accordance with the Order Schedule and Customer is in compliance with this Agreement.

5.2 Professional Services Warranty. Boston Logic represents and warrants that (i) any Professional Services provided hereunder shall be provided in a competent manner, in accordance with any specifications set forth in the applicable Order Schedule or SOW, in all material respects and (iii) any Deliverable provided pursuant to any Professional Services engagement shall comply, in all material respects, with the specifications set forth in the applicable Order Schedule or SOW ("Professional Services Warranty"). If the Professional Services are not performed as warranted or the Deliverable does not so comply, then, upon Customer's written request, Boston Logic shall re-perform, or cause to be re-performed, such Professional Services, at no additional charge to Customer. If, however, after repeated efforts, Boston Logic is unable to remedy such defect, then Customer's sole remedy and Boston Logic's entire liability shall be to refund to Customer any amounts previously paid by Customer for the particular deficient Professional Services or Deliverable. Such Professional Services Warranty shall only be available if Customer provides Boston Logic with written notice within thirty (30) days following the completion of the Professional Services or the delivery of each applicable portion of the Deliverable, as the case may be and Customer is otherwise in compliance with this Agreement.

5.3 No Other Warranty. BOSTON LOGIC DOES NOT REPRESENT THAT THE SERVICES OR SOFTWARE WILL BE ERROR-FREE OR THAT THE SERVICES OR SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICES OR SOFTWARE WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SOFTWARE AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 5 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY BOSTON LOGIC. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

6. LIMITATION OF LIABILITY

6.1 Consequential Damage Waiver. Neither Party will be liable to the other or any third party for loss of profits, or for any special, indirect, incidental, consequential or exemplary damages, including lost profits or loss of data, in connection with the performance of the Services, or the performance of any other obligations under this Agreement, even if it is aware of the possibility of the occurrence of such damages.

6.2 Limitation of Liability. To the maximum extent permitted by applicable law and regardless of whether any remedy set forth herein fails of its essential purpose, the total cumulative liability of Boston Logic hereunder for any and all claims and damages in connection with this Agreement or the Services, whether arising by statute, contract, tort or otherwise, will not exceed the fees paid by Customer to Boston Logic under the applicable Order Schedule or SOW for the Services which form the subject of the claim for the six (6) month period immediately preceding the event giving rise to the claim. The provisions of this Agreement allocate risks between the Parties. The pricing set forth in each Order Schedule and/or SOW reflects this allocation of risk and the limitation of liability specified herein.

7. TERM

7.1 Term. This Agreement will commence on the Effective Date as set forth above and will continue in effect until otherwise terminated in accordance with Section 7.2 below. The term of each Order Schedule for the Software shall be set forth on the Order Schedule. Unless otherwise expressly provided in the applicable Order Schedule, each Order Schedule shall automatically renew for additional terms of one (1) year each unless either Party notifies the other Party in writing at least ninety (90) days prior to the then-current expiration date that it has elected not to renew such Order Schedule. Boston Logic reserves the right to change the rates, applicable charges and usage policies and to introduce new charges, for such Order Schedule upon providing Customer written notice thereof (which notice may be provided by e-mail) at least one hundred twenty (120) days prior to the then-current renewal date of the Order Schedule.

7.2 Termination. Notwithstanding the foregoing, either Party may terminate this Agreement or any Order Schedule or SOW (i) immediately in the event of a material breach of this Agreement or any such Order Schedule or SOW by the other Party that is not cured within thirty (30) days of written notice thereof from the other Party, or (ii) immediately if the other Party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding, that is not dismissed within sixty (60) days of filing. Termination of an Order Schedule or SOW shall not be deemed a termination of this Agreement. Termination of this Agreement shall, however, terminate all outstanding Order Schedules and SOWs. Either Party may also terminate this Agreement upon no less than ninety (90) days' prior written notice to the other Party for any reason, if at such time there are no outstanding Order Schedules and/or SOWs then-currently in effect. All rights and obligations of the Parties which by their nature are reasonably intended to survive such termination or expiration, including, without limitation, Sections 3, 4, 6, 7.3, 8, 9 and 10 will survive termination or expiration of this Agreement and each Order Schedule and SOW.

7.3 Effect of Termination. Upon any termination by Boston Logic or Customer or upon expiration of this Agreement or any applicable Order Schedule and/or SOW, Boston Logic shall no longer provide the applicable Services to Customer and Customer shall cease and cause its Seats to cease using the Services. Upon termination of this Agreement or any applicable Order Schedule or SOW for the Software, other than a termination by Customer as a result of any uncured breach by Boston Logic, Customer shall pay Boston Logic for all fees that had accrued prior to the termination date and, as liquidated damages and not as a penalty, Customer shall continue to pay Boston Logic for all fees that would have continued to accrue through the end of the then-current

term of the Order Schedule had it not been so terminated. In addition to the foregoing, Boston Logic also reserves the right, in its sole and absolute discretion, to suspend providing the Services and Customer agrees that Boston Logic may suspend Customer's access to the Software at any time, without having to terminate this Agreement or an Order Schedule, if Customer is more than thirty (30) days late with respect to any undisputed payments due hereunder. Upon such suspension, Customer shall still be liable for all payments that have accrued prior to the date of suspension and that will accrue throughout the remainder of the then-current term. Customer acknowledges and agrees that all pre-paid fees are non-refundable. Boston Logic will not be obligated to restore access to the Services until Customer has paid all fees owed to Boston Logic. Except as expressly provided herein, termination of this Agreement by either Party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such Party. Upon termination of this Agreement, each Party shall promptly return or destroy all Confidential Information of the other Party in its possession.

Customer agrees that following termination of Customer's account and/or use of the Software, Boston Logic may immediately deactivate Customer's account and that following a reasonable period of not less than thirty (30) days shall be entitled to delete Customer's account from Boston Logic's Software Service. Customer further agrees that Boston Logic shall not be liable to Customer nor to any third party for any termination of Customer access to the Software or deletion of Customer Content, provided that Boston Logic is in compliance with the terms of this Section 8.

8. OWNERSHIP; USE OF CONTENT & MATERIALS; OBLIGATIONS

8.1 *Boston Logic Material.* Customer acknowledges and agrees that as between Boston Logic and Customer, all right, title and interest in and to the Services (excluding any Customer Content), the Software and all Boston Logic Materials made available to Customer by Boston Logic in providing the Services and all derivatives thereof are and shall remain Boston Logic's or its licensors'. The Boston Logic name, all Boston Logic logos, and the offering names associated with the Software are trademarks of Boston Logic or third parties, and no right or license is granted to use them.

8.2 *Customer Content.* Customer retains ownership of all right, title and interest in and to all Customer Content. During the term of this Agreement, Customer hereby grants to Boston Logic a limited, worldwide, non-exclusive, non-transferable (except as set forth in Section 10.2), royalty-free right to use, display, transmit, and distribute the Customer Content solely as necessary to provide the Services to Customer. Notwithstanding the foregoing, Customer acknowledges and agrees that Boston Logic shall have the right to copy, use, distribute, and display any information, analysis, statistics and other data generated by the Services (or derived from Customer's use of the Services), including compilation of aggregated statistics about the Services; provided, however, that Boston Logic shall not publicly disclose or distribute any such data unless such data is in an aggregated form that would not permit a third party to identify the data as associated with Customer.

8.3 *Customer Obligations.* Customer is responsible for all activities conducted under its Seat logins and for its Seats' compliance with this Agreement. Customer is solely responsible for all Customer Content. Boston Logic does not guarantee the accuracy, integrity or quality of such Customer Content. Neither Customer nor its Seats shall use the Services to: (a) send, upload or otherwise transmit any Customer Content that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) upload or otherwise transmit, display or distribute any Customer Content that infringes any trademark, trade secret, copyright or other proprietary or intellectual property rights of any person; (c) upload or otherwise

transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (d) interfere with or disrupt the Software or networks connected to the Software; or (e) violate any applicable law or regulation. Customer represents that the list of individual email addresses that it will use in connection with the Services was obtained in a legal manner, and that it will comply with all applicable laws and regulations in connection with any email marketing campaign performed through the Software, including without limitation, the CAN-SPAM Act of 2003 (as amended). Customer also agrees that if at any time any person chooses to no longer receive an electronic communication from Customer it will immediately remove such person from the distribution list of any and all future communications and that Customer will keep them removed from the distribution list until such person chooses to receive the communications again.

8.4 *Deliverables.* The parties agree that unless otherwise expressly set forth in a SOW, any and all Deliverables developed in connection with any Professional Services by Boston Logic specifically for Customer are and shall be deemed works made for hire for Customer under the meaning of the copyright laws of the United States and any foreign jurisdiction recognizing such right of authorship. To the extent any such Deliverable is not considered a work made for hire, Boston Logic hereby assigns to Customer all intellectual property rights and interests in such Deliverable, including but not limited to, any copyrights therein, subject to Boston Logic's retention of all right, title, and interest (including any and all intellectual property rights) it has in and to all Boston Logic Materials. To the extent that Boston Logic incorporates any Boston Logic Materials into any of the Deliverable and subject to Customer's payment of all applicable fees, Boston Logic hereby grants to Customer a perpetual, limited, royalty-free, non-exclusive license to use such Boston Logic Materials solely as necessary for and specifically in conjunction with Customer's use of the Deliverable (and not separate therefrom). Boston Logic may utilize any and all methods, computer software, know-how or techniques related to programming and processing of data, developed by it while providing the Services and may incorporate the Deliverables in future releases of any of its products or services.

8.5 *Professional Services.* Customer agrees to provide Boston Logic access to Customer's computer via remote data communications and by visits to Customer's site as reasonably required to perform any Professional Services under any Order Schedule and/or SOW. Customer will cooperate with Boston Logic, will provide Boston Logic such assistance as Boston Logic may reasonably request, and will fulfill its responsibilities as set forth in this Agreement and the SOW. If Boston Logic personnel are required to be present on a Customer site, Customer will provide adequate workspace and may provide reasonable worksite safety and security rules to which such personnel are to conform. Customer shall be responsible for obtaining and paying for any releases, rights, licenses, clearances or permissions necessary to use any third party materials which are the responsibility of Customer to provide in connection with any Professional Services performed by Boston Logic under any SOW. Customer will appoint a Customer contact to Boston Logic and shall keep Customer contact information current thereafter. This contact, or a designated alternate, must be reasonably available on site or by phone at all times that Professional Services are being provided.

9. INDEMNIFICATION

9.1 *Boston Logic Indemnification.* Subject to Section 9.3 below, Boston Logic will indemnify, defend and hold Customer and its Affiliates harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") incurred arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Customer or any of its Affiliates alleging that the use of the Software or

Deliverable as permitted hereunder infringes any United States copyright or trademark, or constitutes a misappropriation of a trade secret of a third party. Excluded from the above indemnification obligations are claims to the extent arising from (a) use of the Software or Deliverable in violation of this Agreement or applicable law, (b) use of the Software or Deliverable after Boston Logic notifies Customer to discontinue use because of an infringement claim, (c) any claim relating to any third party products or services or Customer Content, (d) modifications to the Software or Deliverable made other than by Boston Logic (where the claim would not have arisen but for such modification), (e) the combination, operation, or use of the Deliverable with software or equipment which was not provided by Boston Logic, to the extent that Customer's liability for such claim would have been avoided in the absence of such combination, operation, or use; or (f) compliance by Boston Logic with Customer's custom requirements or specifications if and to the extent such compliance with Customer's custom requirements or specifications resulted in the infringement. If the Software or Deliverable are held to infringe, Boston Logic will, at its own expense, in its sole discretion use commercially reasonable efforts either (a) to procure a license that will protect Customer against such claim without cost to Customer; (b) to replace the Software or Deliverable with non-infringing Software or Deliverable; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement or the applicable Order Schedule or SOW and refund to Customer any pre-paid unused fees paid to Boston Logic for the infringing Software or Deliverable. The rights and remedies granted Customer under this Section 9.1 state Boston Logic's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party, whether arising under statutory or common law or otherwise.

9.2 Customer Indemnification. Subject to Section 9.3 below, Customer shall indemnify, defend, and hold Boston Logic and its Affiliates harmless from and against any and all Losses resulting from a claim, suit, action, or proceeding brought by any third party against Boston Logic or any of its Affiliates that arises out of or results from a claim (i) alleging that Customer Content, or any use thereof, infringes the intellectual property rights or proprietary rights of others, or has caused harm to a third party, or (ii) arising out of Customer's use of the Software, any breach by Customer of Section 8.2 above or any violation by Customer of any applicable law.

9.3 Indemnification Procedure. The indemnified Party shall (i) promptly notify the indemnifying Party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying Party's obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying Party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement; provided that the indemnifying Party shall not settle any claim without the indemnified Party's prior written consent (such consent not to be unreasonably withheld or delayed). The indemnified Party shall also provide the indemnifying Party with reasonable cooperation and assistance in defending such claim (at the indemnifying Party's cost).

10. GENERAL PROVISIONS

10.1 Entire Agreement and Controlling Documents. This Agreement, including all Exhibits hereto and all Order Schedules and SOWs, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the Parties relating thereto and is binding upon the Parties and their permitted successors and assigns. Only a written instrument that refers to this Agreement or the applicable Order Schedule or SOW and that are duly signed by the authorized representatives of both Parties may amend this Agreement or such Order Schedule or SOW. No terms and conditions of any Customer purchase order shall modify the terms and conditions

of this Agreement, or add any additional or inconsistent terms for any reason or purpose whatsoever, regardless of any statement in a purchase order to the contrary. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the Party drafting this Agreement in construing or interpreting the provisions hereof.

10.2 Assignment. This Agreement shall be binding upon and for the benefit of Boston Logic, Customer and their permitted successors and assigns. Either Party may assign this Agreement and all Order Schedules as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Except as expressly stated in this Agreement, neither Party may otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other Party, and any attempted assignment or delegation without such consent will be void. Boston Logic may use independent contractors or subcontractors to assist in the delivery of Services; provided, however, that Boston Logic shall remain liable for the actions or omissions of such independent contractors or subcontractors and for the payment of their compensation.

10.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA without regard to its conflict of law provisions.

10.4 Disputes. Any disputes between the Parties arising out of this Agreement or any Order Schedule or SOW shall be resolved as follows: Members of the senior management of both Parties shall meet to attempt to resolve such disputes. If a dispute cannot be resolved within thirty (30) days, either Party may make a written demand for mediation. Within thirty (30) days after such written notification, the Parties shall meet for one day with an impartial mediator. The costs and expenses of the mediator shall be shared equally by the Parties. If the dispute is not resolved by mediation, the dispute shall be settled by binding arbitration conducted in accordance with the JAMS procedures pursuant to its Streamlined Arbitration Rules and Procedure, by a single arbitrator, in Boston, Massachusetts. The arbitrator shall be selected as provided in the Streamlined Arbitration Rules and Procedure. Unless provided otherwise herein, the arbitrator may not award non-monetary or equitable relief of any sort. The arbitrator shall have no power to award damages inconsistent with this Agreement. No discovery shall be permitted in connection with the arbitration unless it is expressly authorized by the arbitrator upon a showing of substantial need by the Party seeking discovery. All aspects of the arbitration shall be treated as confidential. Neither the Parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a Party shall give written notice to all other Parties and shall afford such Parties a reasonable opportunity to protect their interests. The result of the arbitration shall bind the Parties, and judgment on the arbitrator's award may be entered in any court having jurisdiction. Each Party shall bear its own costs of the arbitration. The fees and expenses of the arbitrator shall be shared equally by the Parties. The parties agree that a party need not invoke the procedures set forth in this Section 10.4 in order to seek injunctive relief pursuant to Section 4.3.

10.5 Headings. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

10.6 Relationship of the Parties. Boston Logic and Customer are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither Party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other Party's name or on its behalf.

10.7 Non-Solicitation. Each Party acknowledges that the other Party's employees are valuable business assets, and each Party agrees that for a period of one (1) year following the Effective Date of this Agreement, it shall not (for itself or for any third party) solicit any employee that has performed work under this Agreement (a "Protected Individual") to terminate their employment with the other Party. Notwithstanding the foregoing, the provisions of this paragraph shall not restrict or preclude a Party from making generalized searches for employees by the use of advertisements in the media or by engaging search firms to engage in searches that are not targeted or focused on the Protected Individuals, or from employing any Protected Individual whose employment was terminated by a Party, or voluntarily terminated by such employee, so long as such voluntary termination was not the result of a prohibited solicitation of such employee by a Party or its Affiliates.

10.8 Modifications to Software. Boston Logic may make modifications to the Software or particular components of the Software from time to time provided that such modifications do not materially degrade any functionality or features of the Software.

10.9 Force Majeure. Except for the obligation to make payments, nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the nonperforming Party. Customer acknowledges and agrees that if any phase of Boston Logic's scheduled Services as set forth in an SOW or Order Schedule is delayed by any act or omission of Customer, the scheduled completion of the Services or individual phases of the Services as set forth in the SOW or Order Schedule may be delayed.

10.10 Notices. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the Party to whom the same is directed; (ii) one (1) business day after deposit with a nationally recognized overnight carrier, with written verification of receipt, or (iii) five (5) business days after the mailing date whether or not actually received, if sent by U.S. certified mail, return receipt requested, postage and charges pre-paid or any other means of rapid mail delivery for which a receipt is available, to the address of the Party set forth on the applicable Order Schedule. Either Party may change its address by giving written notice of such change to the other Party.

10.11 No Third Party Beneficiaries. Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a Party to any such person.

10.12 Counterpart and Facsimile Execution. Each Order Schedule and SOW may be executed in two or more counterparts, each of which shall

be deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to any Order Schedule or SOW transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Order Schedule or SOW, shall have the same effect as physical delivery of the paper document bearing the original signature.

10.13 Waiver and Severability. Performance of any obligation required by a Party hereunder may be waived only by a written waiver signed by an authorized representative of the other Party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of either Party to exercise any of its rights under this Agreement will not be deemed a waiver or forfeiture of such rights. The invalidity or unenforceability of one or more provisions of this Agreement will not affect the validity or enforceability of any of the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

10.14 Export Restrictions. Customer acknowledges that the Services and/or Deliverables are subject to United States export control laws. Customer shall comply with all applicable export laws, obtain all applicable export licenses and will not export or re-export any part of the Services and/or Deliverables to any country in violation of such restrictions or any country that may be subject to an embargo by the United States.

10.15 Government End-User Notice. The Software is a "Commercial Item" as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. §§ 12.212, 227.7202-1 through 227.7202-4, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end-users (a) only as Commercial Items and (b) with only those rights as are granted to all other end-users pursuant to the terms and conditions herein. For some components of the Software as specified in the Entitlement, this Software and Documentation are provided on a RESTRICTED basis. The Software is computer software developed by Boston Logic entirely at Boston Logic's private expense that meets the definition of "restricted computer software" under 48 C.F.R. § 52.227-20. Use, duplication, or disclosure by the US Government is subject to restrictions set forth in Subparagraphs (c) (1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable.

Exhibit A

TECHNICAL SUPPORT AND SERVICE LEVEL COMMITMENT

A. Technical Support

As part of the Software, Boston Logic shall provide technical support services to Customer as follows:

Support/Problem Resolution. The Support Staff at Boston Logic assists clients with requests using the following steps and procedures to track client interactions.

Contacting Boston Logic Support Services

Support Hotline	617-266-9166 option 2
Support Email	help@bostonlogic.com

Standard Business Hours

Support Representatives answer incoming calls and address cases open in the Boston Logic Customer Center during standard business hours*of:

Monday	Tuesday	Wednesday	Thursday	Friday
9am – 8pm (Eastern Time)	8am – 8pm (Eastern Time)	8am – 8pm (Eastern Time)	8am – 8pm (Eastern Time)	8am – 8pm (Eastern Time)

*Excluding US Holidays: New Year's Day, Presidents day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day

Customer may purchase extended hours of support if indicated on the Order Schedule.

B. Service Level Commitment

Boston Logic warrants the Software will be generally available ninety-eight percent (98%) of the time (i.e. will serve content from Boston Logic's hosting facility via HTTPS 98% of the time), except as provided below. General availability will be calculated per calendar quarter, as follows:

$$\left[\left(\frac{\text{total} - \text{nonexcluded} - \text{excluded}}{\text{total} - \text{excluded}} \right) * 100 \right] \geq 98\%$$

Where:

- *total* means the total number of minutes for the quarter
- *nonexcluded* means downtime that is not *excluded*
- *excluded* means the following:
 - Any planned downtime of which Boston Logic gives 8 hours or more notice. Boston Logic will use commercially reasonable efforts to schedule all planned downtime during the weekend hours from 12:00 a.m. EST, through 5:00 a.m. EST.
 - Any period of unavailability lasting less than 1 minute.
 - Any unavailability caused by circumstances beyond Boston Logic's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Boston Logic employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Boston Logic's possession or reasonable control, and network intrusions or denial of service attacks.

For any partial calendar quarter during which Customer subscribes to the Software, general availability will be calculated based on the entire calendar quarter, not just the portion for which Customer subscribed. In addition, unavailability of some specific features or functions within the Software, while others remain available, will not constitute unavailability of the Software, so long as the unavailable features or functions are not, in the aggregate, material to the Software as a whole.

Credits: Should Boston Logic fail to meet 98% general availability of the Service for a calendar quarter, Customer shall receive a credit for one (1) full day of its Boston Logic Software subscription, for each full one (1) hour of general Service unavailability below ninety-eight percent (98%). Any such credit shall be applied to Customer's next invoice (or refunded if there are no forthcoming invoices). The foregoing credits specified above shall be the sole remedy available to Customer for breach by Boston Logic of its availability warranty set forth herein.

Reporting and Claims: To file a claim under this Exhibit A, Customer must send a written claim to Boston Logic with the following details:

- Billing information, including company name, billing address, billing contact and billing contact phone number
- Downtime information with dates and time periods for each instance of downtime during the relevant period
- An explanation of the claim made under this Section including any relevant calculations.

Claims may only be made on a calendar quarter basis and must be submitted within ten (10) business days after the end of the relevant quarter.

All claims will be verified against Boston Logic's system records. Should any periods of downtime submitted by Customer be disputed, Boston Logic will provide to Customer a record of Service availability for the period in question. Boston Logic will only provide records of system availability in response to good faith Customer claims.