



MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on February 10, 2016. It is effective ("Effective Date") between You and Us as of the date of You accepting this Agreement.

1. Definitions.

- 1.1 "**Non-Lead Liaison Applications**" means online applications and offline software products that are provided by entities or individuals other than Us and are clearly identified as such, and that interoperate with the Services.
- 1.2 "**Order Form**" means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us from time to time, including addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference.
- 1.3 "**Purchased Services**" means Services that You or Your Affiliates purchase under an Order Form.
- 1.4 "**Services**" means the products and services that are ordered by You under an Order Form and made available by Us online via the customer login link at <https://app.leadliaison.com> and/or other web pages designated by Us, including associated offline components and/or software programs including but not limited to Send & Track and Streamer.
- 1.5 "**Users**" means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.
- 1.6 "**Revenue Threshold**" means maximum annual company revenue Your Services are valid for. Measured by revenue over the trailing four quarters of Your business.
- 1.7 "**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

- 1.8 "We," "Us" or "Our" means the company described in Section 12 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).
- 1.9 "You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.
- 1.10 "Documentation" means the online documents for the Services, accessible via <http://wiki.leadliaison.com>, as updated from time to time and associated documents.
2. Purchased Services.
- 2.1 Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.
- 2.2 Authorized Users. Unless otherwise limited on an Order Form, You and any of its employees, agents, contractors, or suppliers of services that have a need to use the Services for the benefit of You shall have the right to operate and use the same. As a part of the Service, We shall be responsible for all user identification and password change management. Login credentials may not be shared between Authorized Users.
3. Use of the Services.
- 3.1 Our Responsibilities. We shall: (i) provide Our support for the Purchased Services to You at no additional charge, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 8:00 p.m. Friday to 5:00 a.m. Monday Central Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.
- 3.2 Our Protection of Your Data. We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Purchased Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 7.3 (Compelled Disclosure) below, or (c) as You expressly permit in writing. Where Your use of the Services includes the processing of personal data (as described in the EU Data Protection Directive 95/46/EC) within the European Economic Area (EEA), except in respect of any usage during a Free Trial, the terms of the data processing addendum at http://www.leadliaison.com/trust/Lead_Liaison_DPA.pdf ("DPA") shall apply to such processing, and are hereby incorporated by reference. For the purposes of the Standard Contractual Clauses in Attachment 1 to the DPA, You are the data exporter, and Your acceptance of this Agreement shall be treated as Your signature of the Standard Contractual Clauses and appendices.
- 3.3 Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the Documentation and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise

unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

- 3.4 **Usage Limitations.** Services may be subject to other limitations, such as, for example, limits on disk storage space, Revenue Threshold, number of email messages delivered monthly and number of contacts in Your database. Any such limitations are specified in the Order Form. We and the Services provide information to enable You to monitor Your compliance with such limitations.

4. **Non-Lead Liaison Providers.**

- 4.1 **Non-Lead Liaison Applications and Your Data.** If You install or enable Non-Lead Liaison Applications for use with Services, You acknowledge that We may allow providers of those Non-Lead Liaison Applications to access Your Data as required for the interoperation of such Non-Lead Liaison Applications with the Services. We shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Non-Lead Liaison Application providers. The Services shall allow You to restrict such access by restricting Users from installing or enabling such Non-Lead Liaison Applications for use with the Services.

- 4.2 **Integration with Non-Lead Liaison Services.** The Services may contain features designed to interoperate with Non-Lead Liaison Applications (e.g., Google, Facebook or Twitter applications). To use such features, You may be required to obtain access to such Non-Lead Liaison Applications from their providers. If the provider of any such Non-Lead Liaison Application ceases to make the Non-Lead Liaison Application available for interoperation with the corresponding Service features on reasonable terms, We may cease providing such Service features without entitling You to any refund, credit, or other compensation.

5. **Fees and Payment for Purchased Services.**

- 5.1 **Fees.** You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) Usage Rights cannot be decreased during the relevant subscription term stated on the Order Form. Subscription fees are based on annual periods that begin on the subscription start date and each one year anniversary thereof for the subscription term; therefore, fees for upgraded subscriptions added in the middle of a month will be charged for that full monthly period and the monthly periods remaining in the subscription term.

- 5.2 **Invoicing and Payments.** You will provide Us with a valid purchase order. We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

- 5.3 **Overdue Charges.** If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

- 5.4 **Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and

suspend Our services to You until such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue, in accordance with Section 12.1 (Manner of Giving Notice), before suspending services to You.

5.5 Payment Disputes. We shall not exercise Our rights under Section 5.3 (Overdue Charges) or 5.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

5.6 Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

6. Proprietary Rights.

6.1 Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

6.2 Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

6.3 Your Applications and Code. If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

6.4 Your Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

6.5 Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

7. Confidentiality.

7.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means 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 shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However,

Confidential Information (other than Your Data) shall 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. The Receiving Party shall 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) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.
- 7.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8. Warranties and Disclaimers.

- 8.1 Our Warranties. We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with the Documentation, (iii) subject to Section 4.2 (Integration with Non-Lead Liaison Services), the functionality of the Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (v) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 11.3 (Termination for Cause) and Section 11.4 (Refund or Payment upon Termination) below.
- 8.2 Your Warranties. You warrant that You have validly entered into this Agreement and have the legal power to do so.
- 8.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 8.4 Non-GA Services. From time to time We may invite You to try, at no charge, Our products or services that are not generally available to Our customers ("**Non-GA Services**"). You may accept or decline any such trial in Your sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. NON-GA SERVICES ARE NOT CONSIDERED "SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. We may discontinue Non-GA Services at any time in Our sole discretion and may never make them generally available.

9. Mutual Indemnification.

- 9.1 Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "**Claim Against You**") on any US patent, and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.
- 9.2 Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "**Claim Against Us**"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.
- 9.3 Exclusive Remedy. This Section 10 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

10. Limitation of Liability.

- 10.1 Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF \$500,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR PURCHASED SERVICES).
- 10.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. Term and Termination.

- 11.1 Term of Agreement. This Agreement commences on the date You accept it and continues until this Agreement has expired or been terminated.
- 11.2 Renewal. Subscriptions purchased by You commence on the start date specified in the applicable Order Form or in addenda herein and continue for the subscription term specified therein. **Except as otherwise specified in the applicable Order Form, all subscriptions shall automatically renew for one year unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. Pricing during any such renewal terms shall not exceed 10% of the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the Order Form as promotional, provided at a discount or one-time.**
- 11.3 Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 11.4 Refund or Payment upon Termination. Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.
- 11.5 Return of Your Data. Upon any termination or expiration of an Agreement, Customer's right to access and use the Services covered by that Agreement shall terminate. Notwithstanding the foregoing, at Your request if received within 30 days of termination of the Agreement and with justified cause, We may permit You to access the Services solely to the extent necessary for You to retrieve a file of Your Data then in Our possession. At Our discretion, fees may apply to re-open access to the Services. You acknowledge and agree that We have no obligation to retain Your Data and that We have the right to irretrievably delete and destroy Your Data after 30 days following the termination of the Agreement.
- 11.6 Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.
- 11.7 Surviving Provisions. Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Mutual Indemnification), 10 (Limitation of Liability), 11.4 (Refund or Payment upon Termination), 11.5 (Return of Your Data), 12 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) and 13 (General Provisions) shall survive any termination or expiration of this Agreement.
12. Who You are Contracting with, Notices, Governing Law and Jurisdiction.
- 12.1 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) 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 (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

- 12.2 Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts below.
- 12.3 Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.
- 12.4 General. Who You are contracting with under this Agreement, who You should direct notices to under this Agreement, what law will apply in any lawsuit arising out of or in connection with this Agreement, and which courts can adjudicate any such lawsuit.

You are contracting with:	Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction are:
Lead Liaison LLC, a Texas corporation	Lead Liaison LLC, P.O. Box 1016, Allen TX, 75013 U.S.A., attn: VP, Worldwide Sales Fax: +1-630-566-8107	Texas and controlling United States federal law	Dallas, Texas, U.S.A.

13. General Provisions.

- 13.1 Export Compliance. The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use Services in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.
- 13.2 Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department (legalcompliance@leadliaison.com).
- 13.3 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 13.4 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
- 13.5 Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- 13.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 13.7 Attorney Fees. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 5.2 (Invoicing and Payment).
- 13.8 Assignment. You may not delegate, assign or transfer this Agreement, the Services granted or any of Your rights or duties hereunder, and any attempt to do so, without Our express prior written consent, shall be null and void; provided, however, that You may assign this Agreement and its rights and obligations hereunder to any other entity with or into which You may hereafter merge or to which You may transfer all or substantially all of its assets if, in any such case, said other entity shall by operation of law or expressly in writing assume all obligations of You hereunder as if it had been originally made by said

entity. We may assign this Agreement, and its rights and obligations hereunder, in Our sole discretion.

- 13.9 **Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

Exhibit A: Acceptable Use Policy (AUP)

This Acceptable Use Policy (AUP) is incorporated by reference in User's Terms of Service with Lead Liaison LLC ("Lead Liaison") and User's Service may be suspended or terminated for violation of this AUP in accordance with the Terms of Service. Inquiries regarding this policy should be directed to Lead Liaison at support@leadliaison.com.

The term "User" below refers collectively to Customer and all persons who use the Service under Customer's account. Capitalized terms used but not defined in this AUP have the definitions provided in the Terms of Service.

Internet Abuse

User may not use the Service or Lead Liaison's (or its service provider's) network to engage in, foster, or promote illegal, harassing or offensive activities, including:

1. Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
2. Use of an Internet account, e-mail address or computer without the owner's authorization, including, but not limited to Internet scamming (tricking other people into releasing their passwords), phishing, and security hole scanning;
3. Forging of any TCP-IP packet header or any part of the header information in an Email Invitation;
4. Use of the Service to distribute software that covertly gathers information about a user or covertly transmits information about the user;
5. Use of the Service for distribution of advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems; (such as Microsoft's "add/remove" tool);
6. Use the Service in violation of applicable laws or to foster or promote illegal activities, or activities which may compromise national security or interfere with law enforcement investigation; or
7. Any conduct that is likely to result in retaliation against Lead Liaison, the Service, or Site, or Lead Liaison's employees, agents, customers or service providers, including engaging in behavior that results in any server being the target of a denial of service attack (DoS).

Further, User shall not attempt to: (i) gain unauthorized access to or use of the Service or Lead Liaison's or third party's data, systems or networks; or (ii) interfere or disrupt the integrity or performance of the Service or the data hosted by the Service.

Security

User must take reasonable security precautions in light of User's use of the Service. User is solely responsible for any breaches of security affecting User's network or the servers under User's control. User must protect the confidentiality of User's password(s). Users are encouraged to change their password(s) periodically, which User may do by accessing the Preferences portion of the Site. User should notify Lead Liaison via email at support@leadliaison.com immediately of any unauthorized use of User's password or other security breach affecting the Service.

Bulk or Commercial E-Mail

User must comply with all laws and regulations applicable to bulk or commercial e-mail with respect to User's use of the Service, including without limitation the CAN-SPAM Act of 2003.

In addition, User may not send any Unsolicited Email by use or means of the Service. "Unsolicited Email" is any electronic communication sent to persons other than: (i) persons with whom User has an existing business relationship, OR (ii) persons who have consented to the receipt of such e-mail, including publishing or providing their e-mail address in a manner from which consent to receive e-mail of the type transmitted may be reasonably implied. No E-mail Invitations User sends through the Service may be Unsolicited Email.

Lead Liaison reserves the right (without prior notice to User), to directly opt-out any Prospect email account wherein Prospect has classified User generated email as "Spam" through Prospect's ISP or email security provider. In addition, and at Lead Liaison's request as needed to respond to an e-mail related complaint, User will promptly provide to Lead Liaison information User has available documenting the business relationship or consent of the complainant, and will otherwise reasonably cooperate with Lead Liaison in responding to such complaints and mitigating the effect on the Service or Lead Liaison's (or its service provider's) network.

User must have procedures in place to allow a Prospect to easily revoke its consent to receiving Email Invitations, such as an opt-out link in the body of the e-mail, or instructions to reply with the word "Remove" in the subject line. Any such revocations of consent should be honored within 72 hours.

In addition:

1. User's company must have a Privacy Policy posted for each domain associated with the Email Invitation;
2. User's company must have the means to track abuse complaints; and
3. User may not obscure the source of User's Email Invitations in any manner. User's e-mail must include the recipients e-mail address in the body of the message or in the "TO" line of the e-mail.

These policies apply to messages sent using the Service, including Email Invitations sent through Microsoft Outlook by use of the downloaded plug-in of the Service. Lead Liaison may test and otherwise monitor User's compliance with its requirements, and may block the transmission of e-mail that violates these provisions.

Excessive Email Bounces

High deliverability of email campaigns is at the heart of Lead Liaison's reputation and of its ability to perform the Service without system degradation or performance issues. For this reason, Lead Liaison reserves the right to monitor all User email campaigns sent using the Service to determine if there are excessive e-mail bounce incidents due to erroneous or inaccessible email addresses. Excessive e-mail bounces are defined as any bounce rate which exceeds reasonable industry standards. User will be informed of all incidents of excessive e-mail bounces so that mitigating steps can be taken by User. If incidents of email bounces continue to occur, User will be required to purchase Lead Liaison's email list cleansing or email delivery services at the then current rate, in order to ensure that campaign performance is improved.

Offensive Content

In using the Service, User agrees that User will not, and User is not permitted to:

1. Transmit or store any content or material that is infringing, obscene, threatening, libelous, defamatory, tortious or otherwise harmful to third parties, including but not limited to content or material harmful to children or which violates third party privacy or proprietary rights;
2. Transmit or store content or material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs of any kind; or
3. Engage in practices that are considered to be unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes, or impersonates any person or entity, or falsely stating or otherwise misrepresenting User's affiliation with a person or entity; or
4. Otherwise engage in malicious, fraudulent, objectionable or offensive activities or activities which may result in retaliation against Lead Liaison, Lead Liaison's employees, agents, customers or service providers.

Copyrighted Material

User may not use Service, Site or Lead Liaison's (or its service provider's) network or equipment to publish, distribute, or otherwise copy in any manner any work protected by copyright law unless:

1. User has been expressly authorized by the owner of the copyright for the work to copy the work in that manner; or
2. User is otherwise permitted by established United States copyright law to copy the work in that manner.

Lead Liaison may terminate the Service of repeat copyright infringers.

Cooperation with Investigations and Legal Proceedings.

Lead Liaison may, without notice to User:

1. report to the appropriate authorities any conduct by User that it believes violates applicable criminal law, and
2. Provide any information it has about User in response to a formal or informal request from a law enforcement or government agency, or in response to a formal request in a civil action that on its face meets the requirements for such a request.

Consequences of Violation of AUP

Lead Liaison may without notice to User, suspend User's account or remove any content transmitted via the Service if Lead Liaison discovers facts that lead it to reasonably believe User is in violation of our AUP, or if User's account is being used in violation of this AUP. User must cooperate with Lead Liaison's reasonable investigation of any suspected violation of the AUP. Lead Liaison will make best effort to contact User prior to suspension of network access to User's server(s); however, prior notification is not assured. User is strictly responsible for the use of the Service by User or by means of User's account in violation of this AUP, including use by User's customers and agents, and including unauthorized use (but not including unauthorized use that results from Lead Liaison's material failure to perform its obligations under the Terms of Service).

Amendments to AUP

The Internet is still evolving, and the ways in which the Internet may be abused are also still evolving. Therefore, Lead Liaison may from time to time amend this AUP in accordance with the Terms of Service to further detail or describe reasonable restrictions on User's use of the Service.

Disclaimer

Lead Liaison is under no duty, and does not by this AUP undertake a duty, to monitor or police our customers' activities and disclaims any responsibility for User's misuse of the Service, Site or the Lead Liaison (or its service provider) network. Lead Liaison disclaims any obligation to any person who has not entered into an agreement with Lead Liaison for services.