

MAPP MASTER AGREEMENT US

1. DEFINITIONS

The definitions from this Master Agreement are also applicable to the Order and to any Addenda.

- 1.1 “Affiliates” means entities which are more than 50%-owned by or more than 50%-owner of the entity signing the Agreement, and entities which are more than 50%-owned by any of the foregoing.
- 1.2 "Agreement" means any Order incorporating this Master Agreement and any addenda.
- 1.3 “Business Day” means a working day other than Saturday, Sunday or public holiday as recognized in the United States.
- 1.4 “Cloud Software” means both SaaS and Hosted Software and excludes On-Premise Software, and for which additional terms are contained within the Cloud Addendum hereto incorporated in the Agreement.
- 1.5 “Confidential Information” means proprietary information disclosed by a party to the other related to the disclosing party, the Agreement or Products and Services, including without limitation technologies, methodologies, business plans, business records, requests for proposals (“RFPs”), requests for information (“RFIs”), responses to RFPs and/or RFIs, bids, pricing and discussions regarding potential future business between the parties. Customer’s data values stored in or processed by computers, individually identifiable information, Personal Data, customer records/lists, financial/account records, employee records, medical/health records, business plans, pricing, software in human-readable form (e.g., source code), data models, diagnostic tools, and any other information that, by its nature or on its face, reasonably should be understood by the receiving party to be confidential - whether or not it is marked as “Confidential Information”. Otherwise, information disclosed in documents or other tangible form must be marked as confidential at the time of disclosure, and information in oral or other intangible form must be identified as confidential at the time of disclosure, and summarized in tangible form marked as confidential and delivered to the recipient within 10 days after disclosure to be considered as “Confidential Information”. “Confidential Information” does not include information that the recipient can document that (a) was already known to the recipient prior to disclosure; (b) is independently developed by or for the recipient without reference to or use of the Confidential Information of the disclosing party; or (c) which at the time of disclosure by the disclosing party is generally available to the public or thereafter becomes generally available to the public other than through a breach of any obligation under this Agreement caused by an act or omission on the part of the receiving party.
- 1.6 "Customer" shall mean you.
- 1.7 “Deliverables” means items created by MAPP which result from the performance of Services under the Agreement and as stated within a Statement of Work between the parties and items that can be reduced to tangible form.
- 1.8 “Documentation” means MAPP’s online help, user guide, installation guide and release notes for the Software, whether in electronic and/or printed media.

- 1.9 “Force Majeure” means acts of God or government, civil commotion, military authority, war, riots, terrorism, strikes, fire, or other causes beyond the parties’ reasonable control.
- 1.10 “Hosted Software” means a separate single-tenant instance of the Software, hosted and operated by MAPP and accessed by Customer remotely.
- 1.11 “Intellectual Property Rights” means any patents, trademarks and trade names, rights in designs, trade, business or domain names, copyrights including moral rights and rights in computer software and databases (including database rights), mask works and topography rights (in each case whether registered or not and, where these rights can be registered, any applications to register or rights to apply for registration of any of them (including any continuations or extensions of such applications)), and where applicable any goodwill therein, rights in inventions, know-how, trade secrets and other confidential information, or any other intellectual property rights. Intellectual Property Rights shall also include (a) any derivatives and modifications of the above, and (b) all rights to sue for any infringement of any of the foregoing rights and the right to all income, royalties, damages and payments with respect to any of the foregoing rights.
- 1.12 “Internal Use” means use of the Products provided under the Agreement for Customer’s general business use and for the processing of Customer’s data only, but does not include use of the Products to conduct service bureau, application service provider or time-share activities for third parties.
- 1.13 “On-Premise Software” means Software installed and operated on Customer’s premises/in Customer’s data center.
- 1.14 “Open Source Software” means software which either are contained on media or in files marked as “Open Source” or are designated as open source on the Agreement, or are otherwise subject to written free or open source license terms.
- 1.15 “Order” means a Customer’s purchase order form, MAPP’s order form, an order addendum, an order exhibit, or a statement of work, together with any Order specific terms, once entered into by the parties.
- 1.16 “Personal Data” means any information relating to an identified or identifiable natural person as defined by the applicable data protection laws.
- 1.17 “Products” means Software and Deliverables ordered, licensed, or acquired from MAPP during the term of the Agreement.
- 1.18 “Professional Services” means the subcategory of Services comprised of consulting, development, implementation, and like tasks performed under a statement of work or other Order for such Services.
- 1.19 “SaaS” means “Software as a Service” and refers to a centralized instance of the Software serving multiple Customers, hosted and operated by MAPP and accessed by Customer remotely.
- 1.20 “Services” means work performed under the Agreement to install, maintain, support, fix, repair, modify, consult, implement, operate, design, develop, create, program, train, or perform other tasks and includes, but is not limited to, Support and Maintenance and Professional Services.
- 1.21 “Software” means any MAPP marketing applications standard software, excluding deliverables, modifications and customizations, licensed to Customer under this Agreement.

- 1.22 “Support and Maintenance” has the meaning as defined in the Support and Maintenance Addendum.
- 1.23 “Third-Party Products” means software and deliverables branded under the name of a third party and distributed by MAPP to Customer.
- 1.24 “Virus” means any computer code with an undocumented feature designed to a) disable, disrupt or damage Customer's use of the Software or Customer's computer or network, or b) damage or destroy any data or files residing on Customer's equipment without Customer's consent.

2. USAGE RIGHTS AND IP RIGHTS

- 2.1 MAPP grants Customer a revocable, non-exclusive, non-assignable, non-transferable worldwide right to use the Software during the term. Customer may only use the Software to the extent indicated in the Agreement and in accordance with the limitations set out in the Agreement. Customer is not entitled to receive the source code of the Software. Customer may use the Software only for its Internal Use.
- 2.2 Each party will retain the exclusive ownership of all its pre-existing Intellectual Property, Confidential Information and materials that are owned by a party prior to the commencement of the Agreement, or that are otherwise developed by or for such party outside the scope of the Agreement (“Pre-Existing Technology”).
- 2.3 Except as otherwise expressly set forth in the Agreement, MAPP owns and will continue to own all right, title and interest in and to the Products or other technology provided or developed by MAPP (or a third party acting on MAPP's behalf) pursuant to the Agreement, including modifications, enhancements, improvements or derivative works of any of the foregoing, regardless of who first conceives or reduces to practice, and all Intellectual Property in any of the foregoing (collectively, “MAPP Intellectual Property”). Any and all modifications, developments or enhancements with respect to the Products or Services which are made by the Customer, shall be solely owned by MAPP and shall be considered as MAPP Intellectual Property.
- 2.4 As between Customer and MAPP, Customer shall at all times retain all right, title and interest in and to all of Customer's Pre-Existing Technology and all Intellectual Property that is developed by Customer or by a third party on Customer's behalf thereafter, other than MAPP Intellectual Property.
- 2.5 Third-Party Products shall be owned by the applicable third party, and will be subject to any applicable third party license terms.
- 2.6 The Software may include Open Source Software components. Any use of the Open Source Software components shall be governed by, and subject to, the terms and conditions of the Open Source Software license(s) accompanying it, included with it, or referenced in it. Nothing in the Agreement shall limit or otherwise affect Customer's rights or obligations, or conditions to which Customer may be subject, under such Open Source Software license terms.
- 2.7 The right to use the Software also applies to any fixes, patches, derivatives, updates and upgrades to which Customer is entitled under the Agreement or which MAPP otherwise provides to Customer.

- 2.8 Except as expressly permitted in the Agreement, or as specifically required by applicable local law or applicable Open Source Software license terms, Customer shall not attempt to, and shall not permit other persons to attempt to:
- a) copy the Software, in whole or in part;
 - b) reverse engineer, disassemble, decompile, decode or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;
 - c) take any action that may cause damage to MAPP's systems, platforms or servers;
 - d) bypass or breach any security device or protection used for or contained in the Software;
 - e) use the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right, privacy right or other right of any Person, or that violates any applicable law,
 - f) use the Software for purposes of: (i) benchmarking or competitive analysis of the Software; or (ii) developing, using or providing a competing software product or service; or

3. USAGE REPORTING AND AUDIT

During the term of the Agreement and for a period of one (1) year thereafter, Customer will maintain complete and accurate books, records and electronic backups in connection with its use of the Software, in sufficient detail to permit MAPP to verify Customer's compliance with the terms and conditions of the Agreement. MAPP and its agents will have the right to inspect Customer's facilities, equipment and relevant records, including access to the Software (irrespective of whether the Software is installed on premise at the Customer or hosted by MAPP or a third party), to verify compliance with the terms and conditions of the Agreement, including the amounts payable to MAPP hereunder. Any such audit will follow Customer's reasonable security requirements, and will not interfere unreasonably with Customer's business activities. MAPP shall only examine information directly related to Customer's use of the Software. All information disclosed to MAPP shall be treated as Customer's Confidential Information. If an audit reveals that Customer has underpaid the total fees or charges to MAPP by more than 5 % for the period covered by the audit, then Customer will pay MAPP's reasonable costs of conducting the audit, in addition to the underpaid amount and MAPP shall, in addition to any other rights or remedies it may have, be entitled to conduct an additional audit within the same year.

4. WARRANTIES

4.1 MAPP warrants that:

- a) each Product will be free from material defects in material and workmanship under normal use and will substantially conform to the Documentation for a period of thirty (30) days from the date of Delivery,
- b) Services will be performed in a professional manner consistent with industry standards by trained and experienced personnel and shall conform to specifications for thirty (30) days after Delivery; and
- c) MAPP has all rights necessary to license and distribute the Products.

- 4.2 MAPP warrants that, to the best of its knowledge, at the time of Delivery there are no Viruses in any portion of the Software and that it has used commercially reasonable efforts to ensure that the Software is free of computer viruses and has undergone virus checking procedures consistent with industry standards. MAPP further warrants that to the best of its knowledge, Software does not contain any undocumented "back door," "time bomb," "drop door" or other malicious software routine designed to disable the software or to permit unauthorized access, to disable, erase or otherwise harm the Software, equipment, or data.
- 4.3 Customer shall submit warranty claims within a reasonable time of the Product's or Services' non-conformance. For the above warranty claims, MAPP will, at no additional charge to Customer, correct, re-perform, repair, or replace the nonconforming Product to make it conform.
- 4.4 If MAPP fails to conform a Product to its warranties within a reasonable time after receiving Customer's warranty claim, Customer may return it to MAPP, and after it is returned to MAPP, MAPP will refund the amount paid to MAPP for it.
- 4.5 If MAPP fails to conform Services to its warranties within a reasonable time after receiving Customer's warranty claim, Customer may request a refund of amounts paid for the Services that do not meet the warranty, and MAPP will refund the amount paid to MAPP for it. A warranty refund for a nonconforming Service paid for on a recurring basis will not exceed the pro-rated portion of the advance payment made to MAPP for it for the then-current periodic (e.g., annual) billing period.
- 4.6 MAPP's warranties do not cover any problem with or damage to a Product to the extent caused by: (i) negligence, abuse, misuse, improper handling, improper use, improper storage or modifications by anyone other than MAPP or its contractors; (ii) the combination of any Product with equipment or software not provided by MAPP or otherwise stated by MAPP in the Documentation; (iii) failure to operate a Product in accordance with its Documentation; (iv) Force Majeure.
- 4.7 Customer's sole and exclusive warranties and warranty remedies are set forth in the Agreement. There are no warranties of merchantability or fitness for a particular purpose. There are no other warranties or warranty remedies, oral or written, express or implied. MAPP does not warrant that any Product or item ordered will (i) yield any particular business or financial results; (ii) be free from all bugs and errors; or (iii) operate without interruption, or that data, reports or analysis will be totally accurate.

5. INFRINGEMENT CLAIMS

- 5.1 MAPP will, at its expense, defend, indemnify and hold Customer harmless from any claim or suit brought against Customer alleging that a Product or Service infringes a patent, copyright or trade secret, and MAPP will pay all costs and damages in a settlement or award resulting therefrom, if Customer promptly notifies MAPP of the claim and gives MAPP reasonably requested information and cooperation and sole authority to defend and settle the claim.
- 5.2 In handling the claim, MAPP may obtain, at no additional charge to Customer, the right for Customer to continue using the Product or Service at issue, or replace or modify it so that it becomes non-infringing. If MAPP is unable to reasonably secure those remedies, and if Customer must discontinue use of an infringing Product or Service then, in addition to providing the defense and indemnification set forth above, MAPP may terminate the

license to the infringing Product and Service and refund to Customer, on a pro rata basis, the share of any fees prepaid by Customer for the future portion of the term that would have remained but for such termination.

- 5.3 MAPP's indemnification does not apply, and Customer correspondingly will defend, indemnify and hold MAPP harmless, to the extent that the alleged infringement is caused by: (a) any modification of the Products made by any party other than MAPP; (b) a modification or enhancement to the Products or Services pursuant to designs provided by Customer; (c) the combination, operation or use by Customer of any software, equipment or devices not supplied by MAPP to the extent the claim would have been avoided if the Products or Services were not used in such combination; or (d) failure of Customer to use a Software release or modified Software provided by MAPP to the extent the claim would have been avoided if the updated or modified Software was used by Customer.
- 5.4 Each party's obligations and liabilities to the other for third party intellectual property infringement claims, and each party's rights and remedies against the other for such claims, are solely and exclusively set forth in this Section of the Agreement.

6. LIMITATION OF LIABILITY

- 6.1 Neither party will be liable to the other for any indirect, incidental, consequential, special or punitive damages, for loss of profits or revenue (other than the profits and revenue included in the price for an action by MAPP to recover payment of a price owed) or loss of time, opportunity or value of data, whether in an action in contract, tort, product liability, strict liability, statute, law, equity or otherwise.
- 6.2 Neither party will be cumulatively liable to the other for any amount greater than the purchase price, fees and charges paid by Customer to MAPP under the Order at issue.
- 6.3 Notwithstanding the above provision of this Section, a party's liability for:
- a) personal injury, including death to the extent caused by its negligence or willful misconduct is not limited by this Section;
 - b) physical damage to tangible real or personal property to the extent caused by its negligence or willful misconduct is limited to direct damages up to \$5 million per occurrence and per year;
 - c) an express obligation under the Agreement to indemnify, defend and hold the other harmless from third party intellectual property infringement claims is not limited by this Section; and
 - d) violating the other party's intellectual property rights or intentionally breaching the confidentiality provisions of the Agreement is not limited by this Section.
- 6.4 Unless otherwise agreed upon in the Agreement, MAPP is not responsible for (a) data used in connection with a Product or Service, including Customer's compliance with applicable laws, regulations, or other duties or restrictions which apply to Customer's collection, processing, use, disclosure, or distribution of data (including, but not limited to, Personal Data); (b) Customer's export of Products or data; or (c) disposal of Products.
- 6.5 Each party will, at its own expense, maintain not less than: statutory minimum workers' compensation coverage regarding its employees, statutory minimum automobile insurance coverage regarding its vehicles used in relation to this Agreement and \$1 million per occurrence in General Liability insurance coverage.

- 6.6 Neither party will be liable for failing to fulfill its obligations (other than obligations to make payment) due to Force Majeure. The party suffering a Force Majeure event i) will give notice to the other party, stating the period of time the occurrence is expected to continue, and ii) will use diligent efforts to end the failure or delay and to ensure the effects of such event are minimized. If a Force Majeure event continues to prevent performance of an obligation for more than 30 days, either party may terminate the Agreement.
- 6.7 A reference to a party in this Section shall include a party's affiliates, employees, contractors or suppliers, when acting in such capacity with respect to the Agreement. Each clause of this Section is separate from each other clause of this Section and from the remedy limitations and exclusions elsewhere in the Agreement, and will apply notwithstanding any failure of essential purpose of a remedy or any termination of the Agreement.

7. CUSTOMER RESPONSIBILITIES

- 7.1 Customer shall be responsible for its usage of the Software and shall comply with all applicable laws and regulations with respect to its usage of the Software, including its processing of Personal Data via the Software.
- 7.2 Customer is solely responsible for (i) determining whether the Software will meet its business requirements, (ii) data integration; (iii) providing standard extracted, transformed, cleansed data for loading into the Software, (iv) having reasonable security processes, tools and controls for systems and networks interacting with the Software; (v) making its own elections regarding backup storage and alternative computing capabilities and business processes in the event that the Software is unavailable; (vi) determining the security, data protection, data backup facilities necessary for its business needs and its obligation or requirements to protect its data; and (vii) reporting incidents.
- 7.3 Customer agrees that:
- a) usage of the Software requires a standard browser according to MAPP's Supported Platform Matrixes (provided upon request);
 - b) it is solely responsible for any damage to Customer's data and/or any Products caused by the negligent or willful misconduct of Customer's employees, consultants or agents to whom Customer has provided access to the Software;
 - c) it is solely responsible for any damage caused by Customer's failure to comply with all laws applicable to Customer's business;
 - d) it is solely responsible for providing all internal technical support and training to its users and validating the accuracy of Customer's data;
 - e) it is solely responsible for the management of network, computers, software, telecommunications and devices external to the Software; and
 - f) it is solely responsible for database or application server performance issues that may arise from customizations and/or modifications introduced into the Software by Customer.
- 7.4 Customer is entitled to use the Software by its own employees or by a third party on behalf of Customer (such as an agency). Customer will be responsible for the activities of and effects caused by anyone who Customer allows to use the Software. Customer is also

responsible for ensuring that its users comply with the Agreement with respect to use of the Software.

8. CUSTOMER INDEMNIFICATION

Customer shall indemnify, defend and hold MAPP harmless against any loss, liability, damage, demand, claim, cost or suit (including reasonable attorneys' fees) incurred in connection with any third party actions or claims:

- a) made or brought against MAPP to the extent that they arise out of or are related to Customer's use (including any third person's use through Customer) of the Products and Services or Customer's (including any third person using the Products and Services through Customer) violation of or failure to fulfill its obligations under the Agreement; and/or
- b) that allege that any Customer data or combination of any Customer data (including, but not limited to, Personal Data) with any other code, content or process infringes or violates any rights of third parties, including without limitation, rights of publicity, rights of privacy, intellectual property, trade secrets or licenses; and/or
- c) involving MAPP's response to a subpoena or compulsory legal order or process related to a claim by another person.

MAPP shall promptly notify Customer of the claim and give Customer reasonably requested information and cooperation and sole authority to defend and settle the claim. MAPP shall have the right to join and participate (through its own counsel and at its own expense) actively in MAPP's defense of the claim. MAPP shall be entitled to prior written notice of any settlement of any claim to be entered into by Customer and to reasonable approval of a settlement to the extent MAPP's rights may be impacted.

9. PROFESSIONAL SERVICES

- 9.1 If, in the course of rendering Professional Services, MAPP creates and delivers to Customer any Deliverables, MAPP and its suppliers retain ownership of and all rights to the Deliverables, including methodologies, processes and templates used by MAPP and/or its suppliers to create or modify them or which are incorporated into or embodied in them. MAPP grants Customer the non-exclusive, non-transferable right to use the Deliverables for Customer's Internal Use on the same terms and conditions under which MAPP grants Customer the right to use the Software hereunder. MAPP may provide similar services or Deliverables to other persons as long as MAPP does not infringe Customer's intellectual property rights.
- 9.2 If Customer causes any delays, such delays may affect the cost, schedule, Services and/or Deliverables for the project. MAPP will inform Customer when such delays result in a material increase in MAPP's project costs. MAPP may elect to invoice Customer for Professional Services MAPP has had to re-perform or for resources MAPP has been unable to reasonably and productively re-deploy due to the delay. Customer will pay up to the rates quoted in the Agreement (or, if such rates are not quoted in the Agreement, then at MAPP's then-current standard rates for similar Professional Services and Deliverables).
- 9.3 Customer will provide MAPP personnel and subcontractors with safe and reasonable access to working space, facilities (including heat, light, ventilation, electric current and outlets), convenient fax, network and internet access and local telephone extensions, computer resources and other necessary physical facilities as required. Customer will

provide at its expenses high-speed connectivity and appropriate security access to any MAPP personnel working on the project from remote locations. Customer will maintain and operate the hardware, software, and data environment required to support the solution to which the Professional Services and Deliverables relate. Customer will provide use of this environment to MAPP personnel and subcontractors as required. Unless the Agreement specifies otherwise, Customer is responsible for testing, certifying, and loading any required software and/or data, as well as for the completeness, accuracy, quality, consistency, format, and integrity of the data.

- 9.4 Customer is responsible for the selection and implementation of controls on access, use, and security of stored data (including, but not limited to, Personal Data). Customer will make all the necessary backup copies of the completed and in-progress work product associated with the project which has been provided to or created by Customer.
- 9.5 Except as expressly indicated to the contrary in the Agreement, all fees for Professional Services shall be provided on a time and materials basis at MAPP's then current service rates for the various classes of Professional Services and professionals provided and shall be invoiced at the end of the calendar month of their performance. Time/hours shall be accounted for according to MAPP's timesheets. Customer acknowledges that the hours set forth in the Agreement are merely estimates and the actual amount of effort may differ from the estimates except as expressly indicated to the contrary in the Agreement.
- 9.6 Except as expressly provided in the Agreement: (a) any quoted rates for Professional Services which are not utilized by Customer within twelve (12) months of the date thereof shall be subject to adjustment to MAPP's then current rates when actually utilized; and (b) any prepaid Professional Services must be utilized within twelve (12) months of the date of the Agreement or they will lapse and will not be reimbursed. Should Customer choose to cancel or delay the delivery of Professional Services, Customer must provide MAPP with at least thirty (30) days written notice prior to (i) the date of termination of the Professional Services, or (ii) the date the Professional Services will be delayed. Customer shall pay for all Professional Services delivered through the date of termination or delay.
- 9.7 MAPP shall maintain complete and accurate books and records of the fees and expenses related to the Professional Services and shall retain such records for a minimum period of two (2) years from the date of the corresponding invoice. Upon reasonable prior written notice, Customer, its auditors and any relevant federal and state regulatory authorities ("Auditors") may have reasonable access during normal business hours to inspect such records once per year. MAPP shall reasonably cooperate with Auditors in the conduct of such examination and audit. The Auditors shall hold all information disclosed by MAPP and the results of any audit in confidence, and shall report to Customer only whether or not MAPP is in compliance with the Agreement and, if not, in what manner and to what extent. If any audit under this Section determines that MAPP has incorrectly charged the Customer, MAPP will reissue a correction invoice and the parties shall refund amounts due within forty five (45) days of such invoice. If any such overcharge exceeds five (5) % of the total amount charged to Customer under the Agreement, then MAPP will reimburse Customer for reasonable out of pocket costs of such audit.
- 9.8 While on Customer's site, MAPP personnel will comply with any safety or security policies that Customer provides to MAPP. Customer will provide such policies in writing in advance of MAPP's arrival on site.

- 9.9 During the performance of Professional Services under the Agreement, and for a period of 1 year thereafter, each party agrees not to solicit the hiring, either as an employee or contractor, of any employee or subcontractor of the other party who is directly involved with the Professional Services performed under the Agreement, except with the prior written consent of such other party. Notwithstanding the foregoing, it shall not be a violation of this Section if either party employs the other party's employee or contractor as a result of that person's response to an employment campaign or effort by MAPP or Customer that was not specifically targeted at such employee.
- 9.10 Deliverables are not covered by MAPP's standard Support and Maintenance unless otherwise agreed to by the parties in an Order.
- 9.11 Any costs associated with modifying a Deliverable due to an upgrade or update to Software shall be the Customer's responsibility and will be stated in an Order between the parties.

10. DELIVERY

- 10.1 Products shall be considered delivered when the Products are tendered to Customer. Cloud Software shall be considered delivered when the basic setup has been completed and Customer is provided with login data. Downloadable Software shall be considered delivered when Customer is provided with an internet address, access instructions and necessary passwords. Delivery for Services occurs when the Services are performed. Support and Maintenance shall be considered delivered on a monthly prorated basis. Risk of loss for Products passes upon their Delivery.
- 10.2 Unless expressly otherwise set forth in the Agreement, Products and Services shall not be subject to any acceptance testing, but will be considered accepted upon Delivery and subject to any warranties which apply to them. In case acceptance testing is set forth in the Agreement and the agreed acceptance testing schedule/time limit was not complied with by Customer, or in the absence of any such schedule/time limit, acceptance shall be deemed to have occurred 10 Business Days following Delivery.
- 10.3 MAPP will use commercially reasonable efforts to deliver Products and Services by a firm Delivery date(s), if any, that has been set forth in the Agreement. If MAPP materially misses a Delivery date, then Customer may, upon written notice provided to MAPP before Delivery, which affords MAPP at least 15 additional business days to cure, cancel the Agreement without further obligation or liability by either party. Unless expressly otherwise set forth in the Agreement, pre-Delivery cancellation as set forth in this paragraph is the sole remedy for a missed Delivery date.
- 10.4 Customer shall provide MAPP with all necessary cooperation, information, data, files, material etc. in advance in order to allow MAPP to carry out its contractual obligations and to deliver the Products and Services under the Agreement. In the event of a delay caused by Customer, MAPP shall be excused of its performance but solely to the extent caused by the delay and only until such delay is resolved. MAPP shall notify Customer of such delays.

11. PAYMENT TERMS

- 11.1 Except as otherwise agreed by the parties, Products and Services will be invoiced upon their Delivery. Unless the Agreement expressly provides otherwise, a purchase order and/or purchase order number on the invoice is not required for payments under the Agreement. Customer will pay undisputed invoices within thirty (30) days after the date of

invoice. MAPP will be entitled to charge late fees on amounts properly due under the Agreement and which are set forth in a correct invoice if Customer fails to pay the amounts when due. Late charges will be the lower of 1.5 % per month of the unpaid amount, or any applicable limit imposed by law.

- 11.2 Prices do not include any applicable freight and installation charges, as well as any applicable VAT, sales, use, or like taxes. All amounts payable to MAPP under the Agreement shall be paid by Customer to MAPP in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).
- 11.3 If Customer defaults on Customer's payment obligations which are not disputed in good faith and in writing before the payment is first due, and if Customer fails to cure such default within 15 days after Customer receives written notice of default, then MAPP may repossess Products, terminate Software licenses, suspend access to Cloud Software and/or suspend performance or Delivery for any defaulted Products or Services.

12. SUBCONTRACTING, ACCESS TO DATA

- 12.1 MAPP may use contractors, resellers and/or suppliers ("Contractors") to fulfill its obligations under the Agreement, but in such event MAPP will ensure that Contractors are bound to confidentiality and data protection obligations consistent with the Agreement. MAPP will be solely responsible for Contractors to the same extent as MAPP would be if it had provided the Products and Services at issue directly to Customer, and Contractors will have no greater rights against Customer or owe greater obligations to Customer than would MAPP if MAPP had provided the Products and Services at issue directly to Customer.
- 12.2 Customer acknowledges and agrees that the Software and any data (including Personal Data) residing within and/or processed by the Software may be accessed by MAPP globally from outside the United States in order to perform MAPP's Services under the Agreement.

13. CONFIDENTIALITY

- 13.1 Each party will use reasonable efforts to prevent the disclosure of the other's Confidential Information to third parties and its employees who do not have a need to know it, but may disclose it for confidentiality-protected financial, legal, compliance and/or tax reviews, advice, disclosures and audits, or to the extent compelled by process of law, provided that the original disclosing party is given advance written notice of such unless such notice is prohibited by law.
- 13.2 Except as expressly set forth in a writing mutually entered into by the parties, all Confidential Information remains the disclosing party's property. Upon the disclosing party's request, all Confidential Information (other than materials that have been licensed to the recipient and with respect to which the recipient is in full compliance with its obligations under the Agreement) will be destroyed or returned to the disclosing party.
- 13.3 Confidentiality obligations under the Agreement with respect to data values stored in or processed by computers, individually identifiable information, Personal Data, customer records/lists, financial/account records, employee records, medical/health records, business plans, software in human-readable form (e.g., source code), data models, and

diagnostic tools will continue indefinitely. Otherwise, confidentiality obligations under the Agreement will end 3 years after the date of disclosure.

- 13.4 Either party may disclose Confidential Information to its Affiliates subject to the confidentiality terms of the Agreement and to its contractors which are not direct competitors to the other party, which have a need to know the Confidential Information related to performance under the Agreement, and which agree in writing to confidentiality obligations consistent with the Agreement. Customer may also disclose MAPP Confidential Information to Customer's consultants solely to support Customer's Internal Use of Products, provided that the consultants are not direct competitors to MAPP with respect to the Products at issue and they agree in writing to be bound by the terms of the Agreement, including their intellectual property and confidentiality provisions. Each party will be deemed an intended third party beneficiary of any such agreement and shall have the right to directly enforce it.

14. TERM AND TERMINATION

- 14.1 The term of the Agreement shall commence from the Effective Date and shall continue in effect during the term of any applicable license granted under this Agreement, unless terminated pursuant to the terms of this Agreement. For recurring Products or recurring services ordered in an Order, the term (if any) of the Order shall be for the period defined in the Order ("Initial Term"). The renewal term of any recurring Products or recurring services (e.g. additional Software modules, Managed Services), irrespective if ordered with the initial Order or by way of a subsequent Order, shall run and be renewed for an identical term ("Renewal Term") as the Initial Term. Such services shall not be cancellable during the Initial Term or a subsequent Renewal Term.
- 14.2 Renewal Terms shall be under the same terms and conditions of the Initial Term. The fees of such Renewal Terms will be adjusted to reflect the increase in CPI plus 2 %. For purposes of this Agreement, "CPI" shall mean the Consumer Price Index published by the U.S. Department Of Labor, Bureau of Labor Statistics, All Urban Consumers - (CPI-U), U.S. city average, All items, calculated by measuring the relative increase therein during the previous calendar year. Such CPI plus 2 % adjustment will occur at the beginning of each renewal term.
- 14.3 Except as limited by law, the Agreement may be terminated at any time:
- a) by either Party, effective on written notice to the other Party, if the other Party materially breaches the Agreement and such breach remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach;
 - b) by MAPP, effective immediately, if Customer (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property.
- 14.4 Termination of the Agreement will not end or change either party's rights or duties which accrue during the term of the Agreement or relate to Products or Services provided during the term of the Agreement.

- 14.5 The provisions of the Agreement which, by their nature and content, are intended, expressly or impliedly, to continue to have effect notwithstanding the completion, rescission, termination or expiration of the Agreement shall survive and continue to bind the parties.

15. GOVERNING LAW; DISPUTES

The Agreement shall be governed by the laws of the state of New York. In the event of a claim, controversy or dispute arising out of or related to the Agreement or a Product or Service, each party agrees to give the other prompt notice of such, and both agree to meet and confer promptly to engage in good faith discussions to try to resolve the matter. For any such controversy, claim or dispute which is not resolved through the procedures set forth above, the parties agree to submit to binding arbitration in the presence of a single arbitrator who is experienced in the subject matter contained herein. Such arbitration shall be conducted in the headquarter city of the company not initiating the arbitration. Notwithstanding the foregoing, either party may seek interim or temporary injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights. Neither party may bring a claim more than 2 years after the underlying cause of action first accrues.

16. MISCELLANEOUS

- 16.1 The parties are independent contractors to one another. Employees of one will not be deemed to be or act as employees or other representatives of the other. A party will not, with respect to the other's employees or contractors, be responsible for compensating them, providing insurance or benefits for them, making unemployment, social security other contributions for them; or, withholding income taxes or other taxes or withholdings against earnings regarding them. Nothing in the Agreement shall be deemed to constitute a partnership or joint venture or agency or contract of employment between the parties.
- 16.2 Customer acknowledges that the Products delivered/provided by MAPP pursuant to the Agreement may be subject to export controls, laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any governmental denied party list. Customer agrees to:
- a) comply strictly with all legal requirements established under these export controls, laws and regulations;
 - b) cooperate fully with MAPP in any official or unofficial audit or inspection that relates to these export controls, laws and regulations;
 - c) not export, re-export, divert, transfer, or disclose directly or indirectly, any Products to any country, or to the nationals of any such country, when such export, re-export, diversion, transfer, or disclosure is restricted under applicable export controls, laws or regulations, without obtaining the prior written authorization of MAPP and/or the applicable government agency; and
 - d) not permit users to access or use any Products in a country embargoed under these export controls, laws and regulations or in violation of these export controls, laws and regulations.

Any breach of this provision shall be considered a material breach of the Agreement.

- 16.3 Customer shall not assign the Agreement or any license granted hereunder for any reason (including an assignment by operation of law in connection with a merger or similar

transaction), without the express written consent of MAPP. In addition, if the use of Software pursuant to the Agreement is limited to one or more divisions or lines of business of Customer, then the use of the Software shall not extend beyond such use without the express written consent of MAPP. MAPP shall have the right to require Customer or its purported assignee to pay an application extension fee based upon MAPP's estimate of Customer's extension of the licenses hereunder and any other amounts due MAPP by Customer hereunder as a condition to the assignment or extension of use and MAPP reserves the right to reject any transfer of the Agreement and the licenses granted hereunder to any competitor of MAPP. MAPP may assign the Agreement to another entity provided that such entity assumes MAPP's obligations under the Agreement. Any other attempt to sublicense, assign or transfer the Agreement or the licenses hereunder shall be void.

- 16.4 This Agreement supersedes all prior agreements, arrangements and understandings between the Parties and constitutes the entire agreement between the Parties relating to the subject matter of this Agreement. No addition to or modification of any provision of this Agreement shall be binding upon the Parties unless made in writing and signed by a duly authorized representative of each of the Parties. In case of a conflict of terms, the order of precedence shall be: 1) Order, 2) Addenda applicable to the Order, and finally, 3) this Master Agreement.
- 16.5 MAPP shall have the right to state that the Customer uses the Software and/or is a MAPP customer and to use Customer's name and logo for these purposes in MAPP's marketing material and publicly available customer lists, including, but not limited to, usage in the internet. Any other use of Customer's name and logo in MAPP's marketing material is subject to Customer's prior approval.
- 16.6 All notices made under the Agreement will be in writing and deemed provided on first receipt. MAPP will send notices to Customer to any address designated in writing by Customer, and Customer will send notices to MAPP at its local address through which it handles Customer's account (e.g., to Customer's local MAPP account executive) or any other address designated in writing by MAPP. Either party may change or supplement its notice address(es) and other contact information by delivering written notice of such to the other.
- 16.7 If any provision of the Agreement is held to be illegal, invalid or unenforceable, it will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remaining provisions will remain in full force and effect. Terms intended by the parties to survive termination of the Agreement will survive termination. Failure to enforce any provision of the Agreement shall not constitute a waiver of future enforcement of that or any other provision.

SUPPORT AND MAINTENANCE ADDENDUM

1. SCOPE

- 1.1 This Support and Maintenance Addendum is hereby incorporated into the Master Agreement between Customer and MAPP. If there are any conflicts in the terms between this Addendum and the Master Agreement, the Addendum shall control.

2. SUPPORT AND MAINTENANCE

- 2.1 Support and Maintenance covers assistance and consultation to assist Customer in resolving problems with the use of the Software, including the verification, diagnosis and correction of material errors and defects in the Software and the provision of bug fixes, corrections, modifications, enhancements, upgrades and new releases to the Software to ensure the functionality of the Software.
- 2.2 Upon payment by Customer of the fees in a valid Order, MAPP shall provide Support and Maintenance to Customer materially in accordance with MAPP's published Customer Services Support Guide and technical support policies, which MAPP may revise from time to time in its reasonable discretion upon prior notice to Customer's support coordinators and/or the support contacts for Customer maintained by MAPP. The current version of the Customer Services Support Guide and the technical support policies can be accessed via the MAPP Customer Services Portal.
- 2.3 Support and Maintenance do not cover any problem with or damage to the Software to the extent caused by (i) negligence, abuse, misuse, improper handling, improper use, improper storage or modifications by anyone other than MAPP or its contractors; (ii) failure to operate the Software in accordance with its documentation and/or with MAPP's specifications or limitations; (iii) modifications to the Software by anyone other than MAPP; (iv) acts of third parties; (v) third party products not under a maintenance agreement with MAPP and (vi) Force Majeure.
- 2.4 MAPP shall have no Support and Maintenance obligations with respect to any hardware or software product other than the Software ("Nonqualified Products"). If MAPP provides Support and Maintenance for a problem caused by a Nonqualified Product, or if MAPP's service efforts are increased as a result of a Nonqualified Product, MAPP may charge time and materials for such extra services at its then current rates. If, in MAPP's reasonable opinion, performance of Support and Maintenance is or will be made more difficult or impaired

because of Nonqualified Products, MAPP shall so notify Customer, and Customer shall immediately remove the Nonqualified Product at its own risk and expense. Customer shall remain solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

- 2.5 When Customer requests Support and Maintenance, it must assign a priority for each incident/request based on the criteria set out below. MAPP will assign a priority if Customer fails to do so. MAPP may consolidate multiple requests relating to the same incident to one Support and Maintenance event.
- 2.6 MAPP shall provide Support and Maintenance during the Hours of Operation and Response Times as defined in the table below. The times indicated in the table below correspond to EST for Americas Customers..

Response Times are measured by the interval between Customer's initial contact (via electronic receipt of incident or phone call) to MAPP and the first contact (via electronic receipt or phone call) with a MAPP representative. Response Time intervals are measured during the Hours of Operation only.

Priority Rating	Hours of Operation	Response Time
<p>PRIORITY 1 (CRITICAL) A Priority 1 incident is a problem that prohibits use of the Software or renders the Software inoperable, it is a catastrophic issue in the Software which severely impacts the Customer's production systems, as they are inaccessible or there is a system wide performance degradation making the Customer's production systems unusable.</p>	24h, 7 days a week DMC: Mo. – Fr. 9am - 6pm (on Business Days)	2 hours
<p>PRIORITY 2 (SIGNIFICANT) A Priority 2 incident is a problem that causes a significant impact to the business; however, operations can continue in a degraded fashion. It is a production issue in the Software where the Customer's systems are functioning but in a severely reduced capacity due to defect or performance. The issue is causing significant impact to portions of the customer's normal business operations and productivity. Either a workaround is not available or the one that is available is not a reasonable resolution.</p>	Mo. – Fr. 9am - 6pm (on Business Days)	Next Business Day
<p>PRIORITY 3 (MINOR) A Priority 3 incident is an issue that negligibly impacts the customer's ability to do business, it is an issue in the Software where the customer is experiencing functional or usability restrictions that are either not critical to the business or possess a reasonable workaround, the customer has an issue with documentation or a question associated with product usage or any other inquiry.</p>	Mo. – Fr. 9am - 6pm (on Business Days)	Next Business Day

- 2.7 If Customer requires MAPP's Support and Maintenance to be performed solely in the US, then MAPP's Response Times shall be Monday through Friday 9AM to 6PM US for all incidents.
- 2.8 Resolution times are not guaranteed. MAPP will make its best efforts to resolve problems as quickly as possible and frequent progress reports will be provided to the customer as available.
- 2.9 Customer must allow MAPP to access the Software remotely and to give MAPP unrestricted access to the Software to enable Support and Maintenance and other remote services.
- 2.10 Customer shall establish internal support coordinator(s) to whom all users shall be instructed to direct all questions and problems regarding use, operation and maintenance of the Software. Customer agrees that its support coordinator(s) shall be fully familiar with and trained in the use of the Software and Customer agrees that only its support coordinator(s) shall be entitled to contact MAPP for Support and Maintenance.
- 2.11 MAPP will provide Support and Maintenance for Major and Minor Software Releases for no less than thirty six (36) months from General Customer Availability. Software Releases will be proactively provided for no less than twenty four (24) months from GCA. "General Customer Availability" ("GCA") shall mean the first date that a Major or Minor Release is available to all users, regardless of language or media.

MAPP typically identifies Software Releases using the format "X.Y.Z.n" where (i) "X" equals a "Major Release" which shall be defined as the publication of new software product or a new release for general customer distribution of an existing software product that contains substantial new features, major enhancements, possible operational changes and applicable corrections from previous maintenance release; (ii) "Y" equals a "Minor Release" which shall be defined as a change to then-currently-distributed Major Release that contains minor feature improvements or enhancements and may contain applicable corrections from previous release; (iii) "Z" equals a "Maintenance Release" which shall be defined as a change to the then-currently-distributed Major and Minor Releases that contains applicable corrections for reported software problems; and (iv) "n" equals a critical patch level release that contains expedited corrections for reported software problems.

The term "Software Release" as used in the definitions above does not include (i) any new or supplemental software product, component, or content released by and licensed separately by MAPP (except when such new

or supplemental software is a replacement to the Software) or (ii) any software, component, or content that is designed for use on operating systems other than the operating system for which the Software is intended.

- 2.12 If MAPP incorporates a new Software Release to the Software, incorporation of the new Software Release and migration of Customer's data and configuration for the new Software Release may be subject to charges for the required Professional Services. Incorporation of a new Software Release shall be agreed by the parties in advance and shall be subject to a written statement of work and reimbursement on a time and materials basis, if any.

3. Critical application management support services option

When an Order includes Critical Application Management Support Services, MAPP will deliver the following Services:

- 3.1 Application Check. On a Quarterly basis, MAPP will remotely run and review an "Application Check" to identify potential errors. "Application Check" findings and recommendations will also be reviewed during "Operational" reviews described in Section 3.6.
- 3.2 Software Release Management. For Software covered by a Maintenance Order, MAPP will review new maintenance release updates (Z) and fixes and patches (n) and recommend patches and releases that should be applied proactively to avoid possible failures on a quarterly basis.
- 3.3 High Impact Review. On a monthly basis, for each release of a MAPP critical technical alert, MAPP will review the technical alert and any corresponding patch information to determine its applicability to Customer's environment. If MAPP determines that the patch should be applied to Customer's Software, MAPP will notify Customer that the patch is available and provide a recommendation as to when it should be installed.
- 3.4 Service Performance Reporting. MAPP will make available to Customer, on a monthly basis via MAPP @ Your Service, a service performance report that identifies the response and resolution time for each incident submitted to a MAPP Service Center. The reports will provide statistics for all incidents opened and closed during the reporting period, including the number of incidents open at the start of the reporting period, the number opened during the reporting period, the number closed during the reporting period, and the number still open at the end of the reporting period. Additionally, a summary disposition will be provided for each incident closed during the reporting period, including the priority status of the call, average Problem resolution times, and the percentage of incident calls closed within the guidelines. Additional statistics will be included at MAPP's discretion. If Customer does not have access to MAPP @ Your Service, a service performance report will be provided quarterly.
- 3.5 Customer Support Plan. MAPP will document the detailed support processes through which on-going Services will be delivered to Customer including both Customer's and MAPP's roles and responsibilities in those processes. The support plan will be reviewed with Customer annually and updated as necessary by MAPP.
- 3.6 Support Reviews. For each contract year, MAPP will provide Customer the following Support Reviews: one "Operational" per quarter and one "Executive" per year. "Operational" reviews will, at a minimum, cover current Service performance, review summary results from any "Application Checks", review critical technical alerts, and discuss potential future changes to Customers environment. The "Executive" review will, at a minimum, include a review of service performance statistics. The specific agenda, discussion points and the identity of participants from both MAPP and Customer will be as mutually agreed upon. These reviews will be conducted remotely, via telephone unless an On-Site meeting is mutually agreeable.
- 3.7 Software Change Insight. On an as needed basis, for each release of an MAPP critical technical alert, MAPP will review the technical alert and any corresponding patch information to determine its applicability to Customer's environment. If MAPP determines that the patch should be applied to Customer's application, MAPP will notify Customer that the patch is available and provide a recommendation as to when it should be installed.
- 3.8 Assigned Customer Support Representative. MAPP will identify resources that will be specifically assigned to provide Critical Application Management Services to Customer ("Application Service Support Manager"). The

Customer Support Plan will identify the individual by name, identify the specific roles and accountability in delivering Critical Application Management Services, and provide direct contact information. For each Priority 1 Problem, a Customer Support Representative will conduct a "post mortem" analysis that includes a closed loop corrective action plan. MAPP will also proactively inform Customer of any changes in Product support policy.

- 3.9 Change Control Management. With Customer's assistance, MAPP will develop and document a written change control plan, following MAPP's then-current implementation management and processes outlining the implementation plan, test plan, back-out and recovery plan, and the responsibilities of both Customer and MAPP in implementing Application Software releases consisting of fixes and patches (n), maintenance release updates (Z). During such implementations, MAPP will provide Remote Support (or On-Site Support, at MAPP's discretion) throughout the implementation of the change control plan. Change Control development is subject to the 28 day notification requirement.

4 Extended Services

When an Order includes MAPP Extended Services, MAPP will deliver the following Services:

- 4.1 Extended Services provides a set number of hours per calendar month of consulting services via telephone or via the Internet for a period of twelve (12) months.
- 4.2 Remote Access must be granted by the Customer to the Extended Services team immediately, no later than the Effective Date of an Order. If such access is not granted in a timely manner, hours may be forfeited for each month until sufficient remote system access is provided. Extended Services will not be provided until an executed Order is received by MAPP.

Hours of consulting services can be used for MAPP Professional Services Enablement and Consulting (functional and technical) surrounding the following:

- a) Marketing Operations
 - b) Marketing Operations Select
 - c) Customer Interaction Manager
 - d) Real Time Interaction Manager
 - e) Configuration advice/assistance and/or technical triage
 - f) Customization development, report creation and administration
 - g) "Best Practice" Functional or Technical advice
 - h) Ad hoc calls
- 4.3 MAPP will provide Customer with a monthly status call and monthly status reports.