

EPSILON3, INC. SOFTWARE AND SERVICES LICENSE AGREEMENT

This Epsilon3, Inc. Software and Services License Agreement (“Agreement”) is entered into as of the date last signed by the parties (the “Effective Date”) between Epsilon3, Inc. (“Epsilon3”) and the customer identified on the signature page hereto (“Licensee”). This Agreement describes the legal framework under which Licensee may license Services from Epsilon3. All references in this Agreement to the “sale” or “purchase” (or other similar terms) of any Service shall mean the sale or purchase of a license to such Service.

Certain Definitions

“Agreement Personal Data” means any information relating to an identified or identifiable natural person that is provided by one party to the other party, including any such information included in Licensee Data, and which is protected under Data Protection Laws (as defined in the Data Protection Addendum).

“Authorized User” means any individual (including Licensee’s employees, agents, and contractors, in each case to the extent that Licensee’s license includes, and Licensee pays for, such individual) who is authorized to access the Services or Documentation and exercise the rights licensed by Licensee. Each Authorized User must use a unique identity to access and use the Services unless otherwise licensed, and may access the services only to the extent licensed by Licensee.

“Cloud Edition” means a Subscription hosted by Epsilon3 or its outsourced provider.

“Delivery” means the availability of the Services and/or Documentation by Epsilon3 to the Licensee via electronic or other means, without regard to when Licensee actually installs or uses such Services.

“Documentation” means the instruction manuals, user guides, and other information to be made available from time to time by Epsilon3 in either printed or electronic form to the Licensee.

“Implementation Services” means any professional services provided by Epsilon3 pursuant to this Agreement and any applicable Order, including but not limited to implementation, configuration, and customization.

“Key” means any cryptographic string of electronic characters, generated by Epsilon3 and provided to Licensee, necessary for the activation and/or operation of the Service.

“Licensee Data” means all data stored by Licensee or at Licensee’s direction on the Service.

“On-Premise” means a Subscription hosted by Licensee on its own premises or on the premises of a third-party with which Licensee contracts directly.

“Order” means any document agreed to between the parties which sets forth the Services licensed by the Licensee and any relevant pricing. Multiple Orders may be entered into under this Agreement. The initial Order is attached as Exhibit B hereto.

“Service(s)” means the product and related services as more specifically set forth in any Order, including any Implementation Services to the extent applicable (to the extent such product(s) and services are subsequently made available to Licensee by Epsilon3) and any Update made available to Licensee by Epsilon3.

“Subscription” means licenses to the Services, Documentation, and Support Services.

“Support Services” shall have that meaning assigned to it in Exhibit A to this Agreement, which is made part of this Agreement and incorporated herein by reference.

“Update” means such enhancements, modifications, or additions to the Services or Documentation as may be made available from time to time by Epsilon3 to Licensee.

General Terms and Conditions

1. Orders; Subscriptions; Delivery.

1.1 Orders; Subscriptions. During the Term of this Agreement, and subject to Licensee’s compliance with

the terms and conditions hereof, including the payment of the applicable fees, Licensee may subscribe to Services and Support Services by the parties agreeing to Orders that reference this Agreement. The Services are licensed

pursuant to Subscriptions. Subscriptions will be for the term agreed to in an applicable Order.

1.2 Delivery. Unless otherwise agreed to, all Services, Updates and Documentation licensed by Licensee pursuant to this Agreement will be delivered electronically to Licensee (by giving Licensee access to such Services, Updates and Documentation). In the case of a renewal of a Subscription, Licensee acknowledges and agrees that there is no delivery requirement for such renewal. Such renewals shall be deemed Delivered on the first day of the then-current renewal term of the applicable Subscription.

1.3 Implementation Services. Epsilon3 will use commercially reasonable efforts to provide Licensee any Implementation Services described in an applicable Order, and Customer shall pay Company the fees for such Implementation Services in accordance with the terms of this Agreement and the applicable Order.

2. Term and Termination.

2.1 Term of Agreement. This Agreement shall begin on the Effective Date and shall continue in force for an initial term of three years (the “**Initial Term**”), unless validly terminated earlier. Thereafter, this Agreement shall automatically renew for additional one-year periods (each a “**Renewal Term**”, and together with the Initial Term, the “**Term**”) unless either party notifies the other in writing of its intent not to renew at least thirty days prior to the end of the then-current term. Despite any other provision of this Agreement, except in the case of termination for party’s uncured material breach, this Agreement shall remain in effect and continue to apply to any then-outstanding Orders until the mutually agreed termination date of each such Order.

2.2 Term of Orders. Orders issued under this Agreement shall begin and end as specified in each such Order. Thereafter, each Order shall automatically renew for additional periods as set forth in the Order (each a “**Renewal Term**”) at Epsilon3’s then-current pricing unless either party notifies the other in writing of its intent not to renew at least thirty days prior to the end of the then-current term.

2.3 Termination. This Agreement and any Order may be terminated by either party upon notice if the other party (a) breaches any material term or condition of this Agreement and fails to remedy the breach within thirty (30) days after being given notice thereof, or (b) ceases to function as a going concern or to conduct operations in the normal course of business, or (c) has a petition

filed by or against it under any bankruptcy or insolvency laws which petition has not been dismissed or set aside within sixty (60) days of filing.

2.4 Effect of Termination. Upon termination of this Agreement or any Order, Licensee shall immediately uninstall or destroy (or at the sole option of Epsilon3, return) all copies of the Services and Documentation in its possession or control, and a duly authorized officer of the Licensee shall certify in writing to Epsilon3 that the Licensee has complied with such obligation. Any termination of this Agreement pursuant to this Section shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

2.5 Survival. Sections 2.4-2.6, 3.1, 3.2, 3.4, 3.6, 4.3, and 6-14, all associated definitions, and all accrued rights to payment shall survive after termination or expiration of this Agreement.

2.6. Termination is not an exclusive remedy for breach of this Agreement by either party. All other remedies will be available to the non-breaching party whether or not the non-breaching party terminates this Agreement for breach by the other party.

3. Ownership of Intellectual Property; License Grant; Restrictions; Feedback.

3.1 Ownership by Epsilon3: Epsilon3 owns its Service, Documentation, website and work. The Services and Documentation contain proprietary and confidential information of Epsilon3 and its licensors. Except to the extent licenses are expressly granted hereunder, Epsilon3 and its licensors retain all right, title and interest in and to all intellectual property rights (including patent, trademark, trade secret rights, inventions, copyrights, know-how and trade secrets) in and to the Documentation and Services. In addition, any additional system software, and the content, organization, graphics, design, compilation, know-how, concepts, methodologies, procedures, and other matters related to Epsilon3’s website are protected under applicable copyrights, trademarks and other proprietary rights. The use, copying, redistribution, use or publication by Licensee of any such parts of the website, Documentation or the Services, except as expressly authorized by this Agreement, is prohibited. Except as may otherwise be provided for in a statement of work signed by the parties,

Epsilon3 shall own all right, title and interest, including all intellectual property rights, in and to any intellectual property created by Epsilon3 and delivered to Licensee pursuant to this Agreement or otherwise created by Epsilon3 in the course of providing the Services (including any Implementation Services) or Support Services under this Agreement.

3.2 Ownership by Licensee. Except to the extent licenses are expressly granted hereunder, Licensee retains all right, title and interest in and to all intellectual property rights (including patent, trademark, trade secret rights, inventions, copyrights, know-how and trade secrets) in and to: (a) its products and services; and (b) the Licensee Data.

3.3 License Grant by Epsilon3. Subject to and in consideration of timely payment by the Licensee of the license fees hereunder, and of Licensee's compliance with the other terms and conditions of this Agreement, Epsilon3 hereby grants to the Licensee and its Authorized Users, solely during the applicable Term specified in an Order, a royalty free, limited, personal, non-exclusive, non-transferable (except as otherwise expressly allowed by this Agreement) license during the term of any applicable Subscription: (a) in the case of a Cloud Edition Subscription, to access and use the Services via the Internet address provided to Licensee by Epsilon3, and to use the Documentation and (b) in the case of an On-Premise Subscription to install on a computer server, access and use the Services, to use the Documentation, and to make such back-up copies ("Backup Copies") of the Service as shall be consistent with its usual policies for backup of its internal data. Any such copy shall in all respects be subject to the terms and conditions of this Agreement and shall be deemed to form part of the Services. Backup Copies shall at no time be stored in a manner enabling them to be directly executed.

3.4 Restrictions to License Grant by Epsilon3. Licensee agrees that it (and its Authorized Users) will not without express written permission of Epsilon3: (a) reverse compile, disassemble, decompile or engineer, copy (except as expressly provided for in this Agreement), modify, adapt or create derivative works of or from the Services or any part thereof; (b) make the Services or Documentation available to, or use the Services or Documentation for the benefit of, anyone other than Licensee or Licensee's customers; (c) use the Service in connection with any spyware, malware, virus, worm, Trojan horse, or other malicious or harmful code, or any software application not expressly and knowingly authorized by users prior to being downloaded or installed on their computer or other electronic device (d)

interfere or attempt to interfere in any manner with the functionality or proper working of the Services; (e) assign, transfer, sell, resell, license, sublicense, distribute, rent or lease the Services or Documentation, or include any Services or Documentation in a service bureau or outsourcing offering; (f) permit direct or indirect access to or use of the Services or Documentation in a way that circumvents any contractual usage limit; (g) copy the Services or Documentation or any part, feature, function or user interface thereof (except as expressly otherwise permitted under this Agreement); (h) access or use any Services or Documentation in order to build a competitive product or service; (i) use web scraping, web harvesting, or web data extraction methods to extract data from Epsilon3's software, models or systems; or (j) use the Services in a way that violates any applicable law.

3.5 License Grant by Licensee. Licensee grants to Epsilon3 a non-exclusive, transferable and sublicensable (solely as set forth herein), worldwide, royalty-free license to use, copy, modify and perform Licensee Data solely as reasonably required to operate and provide the Services. In addition, and despite anything to the contrary in this Agreement, Epsilon3 shall have the right to collect and analyze information relating to the provision, use and performance of various aspects of the Services and Services and related systems and technologies, and Epsilon3 to use such information and data (solely in aggregate or other de-identified form in connection) for the purpose of analytics and to improve and enhance the Services.

3.6 Feedback. Licensee agrees that any information or feedback Licensee may provide to Epsilon3 related to the Services is non-confidential and Licensee grants Epsilon3 a non-exclusive, worldwide, fully paid up, perpetual and irrevocable license to use, share, commercialize, and otherwise exploit this information/feedback in Epsilon3's business activities without restriction and without payment or accounting to Licensee or any third party.

4. Registration; Accessing the Services; Licensee Responsibilities.

4.1 Access and Credentials. To access the Services, Licensee must register and provide Epsilon3 with certain information (such as identification or contact details) as part of the registration process. Licensee shall provide accurate, current and complete information required to enable its Authorized Users on the Service. Once registered, Licensee will be issued certain access credentials to access the Services. Licensee will maintain the accuracy of such information during the use of the Services.

4.2 License Keys. Licensee acknowledges that Licensee may require a Key to enable use of the Services. Licensee acknowledges that it must provide Epsilon3 with such information as may be necessary to generate the Key(s), and that any delay in doing so may prevent Licensee from using part or all of the Services, and that any such delay shall not be construed as a delay in Delivery. Each Key provided by Epsilon3 to Licensee is intended for the activation and operation of the relevant Service on a single server.

4.3 Licensee Responsibilities. Licensee shall require Authorized Users to maintain proper password security, and to maintain the confidentiality of Licensee's account. Without limiting any other responsibilities Licensee has under this Agreement, Licensee is responsible for the actions of (a) its Authorized Users, (b) anybody accessing the Service using the credentials of any Authorized User, to the extent that such other individual did not gain access to the credentials due to an action or inaction of Epsilon3.

5. Control of the Services; Systems; Excess Traffic.

5.1 The method and means of providing the Services shall be under the exclusive control, management, and supervision of Epsilon3. Epsilon3 will provide and operate the Services in a professional and commercially reasonable manner in accordance with applicable law.

5.2 Each party shall retain sole responsibility for such party's information technology infrastructure, including computers, servers, software, databases, electronic systems (including database management systems) and networks (collectively, "Systems"), whether operated directly by such party or through the use of third-party services.

5.3 Licensee shall not take or permit any actions which could interfere with the operation of the Service or any other licensee's or customer's use or enjoyment of the Service, including by interfering with, intruding into, disrupting, or making repeated accesses or requests that cause performance degradation to any network, equipment, server, or software system used to host or otherwise implement the Service.

5.4 In addition to any other remedies available to Epsilon3 hereunder, if Licensee or Licensee's Systems results or may result (in Epsilon3's reasonable judgment) in any compromise, disruption or denial of service related to the Service, Epsilon3 may (or may direct its third-party hosting provider to) (a) null-route any IP

address/subnet that is deemed by Epsilon3 to be disruptive to other Epsilon3 licensees or customers, or (b) null-route, filter, suspend, or terminate Licensee's Service, data and/or traffic from Licensee's Systems, in whole or in part.

6. Fees; Payments.

6.1 Accrual of Payment Rights. Epsilon3's right to payment for the Services licensed by Licensee shall accrue on the date the Services are Delivered to Licensee. Despite the foregoing, fees for Implementation Services (if any) shall be due as set forth in the applicable Order. Except in the case of uncured, material breach of this Agreement by Epsilon3, or as set forth under "Warranties; Disclaimer", all payments accrued or made under this Agreement are non-cancelable and nonrefundable.

6.2 Invoicing and Payment; Discrepancies. If Licensee pays by credit card, then Epsilon3 will bill Licensee in advance on a recurring and periodic basis based on Licensee's Order. Otherwise, Epsilon3 will invoice Licensee in accordance with the relevant Order and (unless otherwise indicated in the Order) payment of the License Fee is due within thirty (30) days of Licensee's receipt of an undisputed invoice. In the case of non-payment of any undisputed fees, Epsilon3 may, at its sole discretion: (a) suspend Licensee's access to the Services; (b) terminate this Agreement; or (c) continue to provide the Services, for a period solely determined by Epsilon3, in anticipation of full and prompt payment by Licensee. Any amount which is unpaid when due may be subject to interest equal to the lower of 1.5% per month or the highest applicable legal rate. Epsilon3 shall be entitled to reimbursement for any reasonable costs actually incurred by Epsilon3 for the collection of any past-due balance.

6.3 Taxes. Unless otherwise stated with respect to terms and conditions for a specific Subscription type, all stated prices are exclusive of any taxes, fees, and duties or other amounts, however designated, and including without limitation value added and withholding taxes that are levied or based upon such charges, or upon this Agreement. Any taxes related to the Documentation, Services or Support Services purchased or licensed pursuant to this Agreement including, but not limited to, withholding taxes, will be paid by Licensee, or Licensee will present an exemption certificate acceptable to the taxing authorities. Licensee will not be liable for taxes imposed on Epsilon3 based on Epsilon3's income.

6.4 Additional Authorized Users. If Licensee's actual number of Authorized Users in any calendar month exceeds the number on Licensee's original purchase

order, then the fees for such month will be adjusted accordingly, and Licensee shall pay Epsilon3 the adjusted balance based on Epsilon3's properly issued invoice. The additional per-Authorized User fee will be pro-rated based on the number of months left in the applicable subscription term. Unless Licensee can reasonably demonstrate that the excess Authorized Users were due to a temporary spike in usage, the new pricing tier shall be deemed to be Licensee's new minimum commitment and shall be applied going forward. No downward adjustments will be made.

7. Warranties; Disclaimer.

7.1 Warranty. Subject to each of the other provisions hereof, Epsilon3 warrants, solely to Licensee, that during the Initial Term and any Renewal Term (the "Warranty Period"), the Services will be capable of functioning substantially in accordance with the Documentation.

7.2 Warranty Limitations. The warranty provided in Section 7.1 will not apply if: (a) Licensee fails to notify Epsilon3 in writing during the Warranty Period of any such breach; or (b) Licensee fails to implement all Updates to the Services made available at no charge to Licensee during the Warranty Period.

7.3 Warranty Remedies. If Epsilon3 breaches the warranty set forth in Section 7.1, Licensee's sole and exclusive remedy, and Epsilon3's sole obligation, shall be to remedy such breach as set forth in this Section. At the sole discretion of Epsilon3, Epsilon3 will, at its expense, either: (a) repair or replace the defective Service to enable it to perform substantially in accordance with the Documentation; or (b) terminate this Agreement and refund to Licensee any fees prepaid by Licensee to Epsilon3 for the defective Service for any period after the effective date of any such termination.

7.4 Licensee's Warranties. Licensee represents and warrants that Licensee owns all Licensee Data or Licensee has all rights that are necessary to grant Epsilon3 the licensed rights in Licensee Data under this Agreement. Licensee also represents and warrants that neither Licensee Data, nor the inclusion of Licensee Data in the Services, will infringe, misappropriate or violate a third party's Intellectual Property Rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

7.5 EXCEPT AS MAY OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PRODUCTS, SERVICES, DOCUMENTATION, DATA OR

OTHER TANGIBLE OR INTANGIBLE MATERIALS PROVIDED UNDER THIS AGREEMENT, AND HEREBY DISCLAIMS ANY OTHER EXPRESS WARRANTIES, AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EPSILON3 DOES NOT WARRANT THAT THE SERVICES OR DOCUMENTATION PROVIDED UNDER THIS AGREEMENT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE OR THAT SUCH SERVICE OR DOCUMENTATION WILL SUCCEED IN RESOLVING ANY PROBLEM.

8. Indemnities.

8.1 Indemnification by Epsilon3. Subject to each of the other provisions hereof, Epsilon3 (at its expense) shall (a) defend or (at its option) settle, any claim brought against Licensee by a third party alleging that at the time of Delivery the Services infringes the copyright, trademark, or US patent of said third party (a "Claim") and (b) indemnify Licensee against damages and costs finally awarded against and payable by Licensee in any such Claim.

8.2 Exceptions. Epsilon3 shall have no liability to Licensee under this Section:

(a) to the extent any Claim is based on or arises from any Services or any portion or component thereof, that is: (i) not provided directly to Licensee by Epsilon3; (ii) relates to the Licensee Data; (iii) modified by a party other than Epsilon3 and not at Epsilon3's direction, if the alleged infringement would not have occurred in the absence of such modification; or (iv) combined with other products, processes or materials where the alleged infringement would not have occurred in the absence of such combination;

(b) to the extent Licensee continues allegedly infringing activity after: (i) being notified thereof; and (ii) being provided, at no additional charge, modifications that would have avoided the alleged infringement without material loss of performance, compatibility or functionality; or

(c) from any breach of the Licensee's obligations under this Agreement.

8.3 Indemnification by Licensee. Licensee will defend and indemnify Epsilon3 from and against any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including court costs and reasonable attorneys' fees) incurred in any claim, demand, litigation, suit, proceeding, judgment or other legal or regulatory

action arising out of or relating to (a) the intellectual property rights or privacy rights in any of the Licensee Data; and (b) any content or data routed into or used with the Service by Licensee, those acting on Licensee's behalf, or Licensee's end users.

8.4 Despite any of the foregoing, each party's obligations under Section 8 shall be valid only if the party requesting indemnification:

(a) gives notice to the indemnifying party of any Claim promptly upon becoming aware of the same;

(b) gives the indemnifying party the sole control of the defense and settlement of any Claim and does not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action except upon the express instructions of the indemnifying party; and

(c) acts in accordance with the reasonable instructions of the indemnifying party and gives to the indemnifying party such assistance as it shall reasonably require in respect of the conduct of the said defense.

8.5. In the event of any alleged Intellectual Property infringement, Epsilon3 shall be entitled at its own expense and in its sole discretion to: (a) procure the right for the Licensee to continue using the Services; (b) make such alterations, modifications, or adjustments to the Services so that it becomes non-infringing without incurring a material diminution in performance or function; or (c) replace the Services with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function.

9. Limitation of Liability.

9.1 Limitation on Indirect Damages. EXCEPT WITH RESPECT TO CLAIMS BASED UPON EITHER PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS HEREUNDER, AND SUBJECT TO SECTION 9.2, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF SUCH OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 Prohibition on Certain Damages. DESPITE ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL OR PUNITIVE DAMAGES, FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES,

OR (EXCEPT WITH RESPECT TO CLAIMS BASED UPON LICENSEE'S BREACH OF ITS LICENSED RIGHTS HEREUNDER) FOR ANY LOST PROFITS OR LOST REVENUE, IN EACH WHETHER SUCH DAMAGES ARE CHARACTERIZED AS DIRECT OR INDIRECT OR OTHER, AND WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF SUCH OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 Maximum Liability. EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, IN NO EVENT SHALL EPSILON3'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY LICENSEE TO EPSILON3 UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING ANY CLAIM MADE HEREUNDER. WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, IN NO EVENT SHALL EPSILON3'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT EXCEED THREE TIMES (3X) THE AMOUNTS ACTUALLY PAID BY LICENSEE TO EPSILON3 UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING ANY CLAIM MADE HEREUNDER.

10. Confidentiality and Personal Data.

10.1 Confidentiality Agreement. Each of the parties hereto undertakes to the other to keep confidential all Confidential Information concerning the business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to or the entering into or performance of this Agreement. To qualify as Confidential Information, the disclosing party must conspicuously mark the Confidential Information in tangible form as "confidential," "proprietary" or similar words generally understood to communicate the confidential nature of the information. Where it is not possible to use such marking, or when the information is disclosed orally or visually, the disclosing party must state at the time of disclosure that the information is Confidential Information, and when requested by the receiving party, summarize in writing the Confidential Information within a reasonable time of such request, describing the disclosure in sufficient detail. Despite the foregoing, the Services are Epsilon3's Confidential Information and each party's product road maps, product development plans, pricing, business plans, customer lists, business and financial information shall be deemed to be such party's Confidential Information whether or not so marked.

10.2 Exceptions. Despite all of the foregoing, Confidential Information will not include any information which: (a) is already lawfully in the receiving party's possession (unless

received pursuant to a nondisclosure agreement); (b) is or becomes generally available to the public through no fault of the receiving party; (c) is disclosed to the receiving party by a third party who may transfer or disclose such information without restriction; (d) is disclosed by the receiving party with the disclosing party's approval; or (e) is independently developed by the receiving party without any use of the other party's Confidential Information.

10.3 Required Disclosures. If a party is ordered to disclose Confidential Information by judicial or governmental authorities, then the receiving Party shall use all reasonable efforts to provide the disclosing party with prior notice of such disclosure and to obtain a protective order therefor.

10.4 Injunctive Relief. Because of the unique and proprietary nature of the Confidential Information, it is understood and agreed that the disclosing party's remedies at law for a breach by the receiving party of its obligations hereunder may be inadequate and that the disclosing party shall be entitled to seek equitable relief (including without limitation provisional and permanent injunctive relief and specific performance).

10.5 Personal Data. Each party agrees to treat Agreement Personal Data as Confidential Information under this Agreement.

11. Import and Export Regulations.

Licensee acknowledges that the Services are subject to regulation by United States government agencies, which prohibit the export, reexport, retransfer or diversion of the Services, information about the Services, and derivatives of the Services to certain countries, certain persons, and for certain end uses (collectively, "U.S. Export Control Laws"). Licensee shall abide by, be bound by and strictly comply with all U.S. Export Control Laws as currently in effect and promulgated from time to time hereafter, including, but not limited to, the provisions of the Export Control Reform Act, 50 U.S.C. Chapter 58, the Trading with the Enemy Act, 50 U.S.C. § 1 et seq., the Arms Export Control Act, 22 U.S.C. §§ 2778(a) and 2794(7), and the International Emergency Economic Powers Act, 50 U.S.C. § 1701 et seq., and all regulations promulgated from time to time thereunder. Epsilon3 reserves the right to immediately terminate the arrangement with Licensee (without liability of any kind to Epsilon3) if, in the opinion of Epsilon3 or Epsilon3's counsel, any action taken by Licensee constitutes a violation of U.S. Export Control Laws or may subject Epsilon3 or any affiliate of Epsilon3 to legal liability or loss

of benefits under such law. Licensee shall cooperate fully with Epsilon3 in responding to any U.S. governmental inquiry regarding Licensee's use or disposition of the Services or derivatives of the Services.

12. Privacy and Security.

Each party agrees to abide by all applicable local, state, national, and international laws and regulations in connection with providing or using the Services, including, all applicable Data Protection Laws with respect to the processing of Personal Data. Each party will, taking into account the nature of the Agreement Personal Data and the risks involved in the processing of any such Agreement Personal Data, maintain reasonable and appropriate security measures, including technical and organizational safeguards designed to ensure the security and confidentiality of Agreement Personal Data and to comply with the terms of the Data Processing Addendum at <https://www.epsilon3.io/dpa>. Licensee acknowledges that the storage and processing of data, and the assurances published by Amazon (including Amazon Web Services) and used by Epsilon3 meet the requirements of this Section.

13. Miscellaneous.

13.1 Waiver. The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

13.2 Notices. All notices must be in writing and in the English language and will be deemed given only when sent by mail (return receipt requested), hand-delivered, sent by documented overnight delivery service to the party to whom the notice is directed, at its address indicated in the signature box to this Agreement (or such other address as to which the other party has been notified), or sent by email to the email address as may be provided by one party to the other from time to time.

13.3. Invalidity and Severability. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

13.4 Assignment and Sublicensing. Either party may assign this Agreement without such consent to an entity that acquires all or substantially all of the shares of the assigning party, or all or substantially all of its business or assets, whether by merger, reorganization, acquisition, sale, or otherwise. Despite the foregoing, Licensee may not assign, transfer or sublicense this Agreement or any of its rights or obligations hereunder to any competitor of Epsilon3 as determined in Epsilon3's reasonable discretion. In all other cases, neither party shall assign, transfer or sublicense this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.

13.5 Headings. Headings to paragraphs or sections in this Agreement are for the purpose of information and identification only and shall not be construed as forming part of this Agreement.

13.6 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of law provisions thereof. The sole venue for all disputes relating to this Agreement shall be in the courts located in the County of Los Angeles, California, USA.

13.7 Attorneys' Fees. If any legal action or other proceeding is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in the action or proceeding, in addition to any other relief to which the prevailing party may be entitled.

13.8 Independent Contractors. The parties agree that each is an independent contractor and neither party has the right or authority to assume or create any obligation or responsibility on behalf of the other party.

13.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together will constitute one and the same instrument.

13.10 Amendments. This Agreement may be modified, replaced or rescinded only in writing, and signed by a duly authorized representative of each party.

14. Publicity.

Either party to this Agreement may publicize the existence of the business relationship established by this Agreement in connection with its products, promotions, or publications. In connection therewith, Licensee grants Epsilon3 permission to use Licensee's name and logo(s) in connection with promotion of Epsilon3's products and services. All representations of Licensee's logo shall be exact copies of those used by Licensee in design, color and other details. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Licensee further agrees to reasonably cooperate with Epsilon3 to serve as a reference account upon request. Licensee agrees to reasonably participate with Epsilon3 in a case study, and grants to Epsilon3 the right to publish and publicly display (in written, electronic or any other media or form) the results of such case study. As part of each case study, Licensee further agrees to reasonably cooperate with Epsilon3 (at Epsilon3's expense and at a time convenient to Licensee) to allow Epsilon3 to create still and moving (video) images of Licensee's site and personnel to highlight Licensee's use of the Services. Except as expressly set forth in this Section, nothing in this Agreement gives either party any right, title or interest in the other party's logos, trademarks, service marks or trade names. Despite anything to the contrary, neither party may disclose the specific terms of this Agreement, except as required by applicable law.

THIS AGREEMENT, INCLUDING ALL EXHIBITS, CONSTITUTES THE COMPLETE AND EXCLUSIVE UNDERSTANDING OF THE PARTIES, AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS SALES PROPOSALS, NEGOTIATIONS AND AGREEMENTS, ALL TERMS AND CONDITIONS INCLUDED AS PART OF ORDERS AND ALL OTHER REPRESENTATIONS OR COMMUNICATIONS, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE SUBJECT MATTER HEREOF. THE PARTIES AGREE THAT ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS CONTAINED ON, REFERENCED BY OR INCORPORATED INTO LICENSEE’S ORDER ARE EXPRESSLY REJECTED AND SHALL NOT BE CONSIDERED AN AMENDMENT TO THIS AGREEMENT.

EPSILON3 Epsilon3 Inc. 2708 Wilshire Blvd., #350 Santa Monica, CA 90403	LICENSEE [address]
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A

Support Services

General Description of Support Services

Subject to each of the other provisions of the Agreement, Epsilon3 shall provide the following Support Services for the applicable term: the right of licensed users to submit Support requests regarding any failure of the Services to function substantially in accordance with the Documentation ("Defects"). All support (including all support questions/comments) will be in the English language.

Epsilon3 shall use commercially reasonable efforts to correct Defects, only to the extent that (i) such Defects are properly reported as a Support Request by the Licensee and (ii) Epsilon3 agrees that the problem is a Defect. Despite the foregoing, Uncovered Requests are not included as part of the Support Services.

Epsilon3 will provide technical support to Licensee on weekdays during the hours of 9:00 am through 5:00 pm Pacific time, with the exclusion of Federal Holidays ("**Support Hours**").

Licensee may initiate a helpdesk ticket via the chat widget accessible at <https://www.epsilon3.io>, or at any time by emailing support@epsilon3.io.

Epsilon3 will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

Exhibit B

Initial Order

<u>Services Purchased</u>	<u>Initial Term</u>	<u>Fee</u>	<u>Renewal Term</u>
Subscription to Services	12 months	Per Fee Table below	

Fee Table

Tier	Number of Authorized Users		Fee
1	1-x	Fee for each Tier 1 User:	\$
2	[x+1] – y	In addition to the Tier 1 fee, the fee for each Tier 2 User:	\$
3	[y+1] - z	In addition to the Tier 2 fee, the fee for each Tier 3 User:	\$
4	[z+1] and greater	In addition to the Tier 3 fee, the fee for each Tier 4 User:	\$

Adding Authorized Users

If Licensee's actual number of Authorized Users in any calendar month exceeds the number on Licensee's original purchase order, then the fees for such month will be adjusted accordingly, and Licensee shall pay Epsilon3 the adjusted balance based on Epsilon3's properly issued invoice. The additional per- Authorized User fee will be pro-rated based on the number of months left in the applicable subscription term. Unless Licensee can reasonably demonstrate that the excess Authorized Users were due to a temporary spike in usage, the new pricing tier shall be deemed to be Licensee's new minimum commitment and shall be applied going forward. No downward adjustments will be made.

