

Master Subscription and Services Agreement

This Master Subscription and Services Agreement (“**Agreement**”) is made on the date set forth in the Order Form (the “**Effective Date**”) by and between Spredfast, Inc., a Delaware corporation, headquartered at 200 W. Cesar Chavez, Suite 600, Austin, Texas 78701 on behalf of itself and any of its Affiliates (collectively, “Spredfast”), and the entity identified ~~on~~in the Order Form ~~hereto~~ (“**Customer**”), individually a “**Party**” and collectively the “**Parties**”. The Parties agree as follows:

1. DEFINITIONS

Capitalized terms shall have the meanings provided in this section or as specified in the body of the Agreement.

“**Agreement**” ~~includes~~means this Master Subscription and Services Agreement, and unless the context requires otherwise, includes all Order Forms, and any addendums, exhibits or attachments to any of the foregoing.

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. Affiliates of Spredfast, Inc. include any of its corporate Affiliates which may be specified or otherwise assigned rights or obligations under this Agreement or any Order Form, addendum, exhibit, attachment or any amendment.

“**API**” means application programming interface.

“**Customer Data**” means all electronic data or information submitted by Customer to the SaaS Platform.

“**Disabling Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“**Documentation**” means any proprietary information or documentation made available to Customer by Spredfast for use with the SaaS Platform, including any documentation available online through the SaaS Platform dashboard or otherwise.

“**Order Form**” means ~~one or more Order Forms entered into in connection with this Agreement,~~

~~including addenda or attachments thereto, that are entered into between Customer and each Spredfast ordering document signed by duly authorized representatives of both Parties which references this Agreement, identifies the Services ordered by Customer from Spredfast, which specify sets forth the prices for the Services to be provided to Customer, and contains other applicable details, information~~ terms and conditions.

“**Professional Services**” means ~~the professional services, such as~~ configuration, training and such other services as may be described in an Order Form.

“**SaaS Platform**” means, collectively, the online, web-based applications and platform provided by Spredfast and ordered by Customer pursuant to this Agreement and as specified in one or more Order ~~Forms~~Form(s).

“**Services**” means, collectively, the provision of the SaaS Platform and the Professional Services specified in one or more Order ~~Forms~~Form(s).

“**SLA**” means Spredfast’s Service Level Agreement attached to this Agreement or the Order Form.

“**Social Media Network**” means websites such as Twitter, Facebook, Google, or other websites that solicit content from users and makes such content available for re-syndication and/or publication via an API and are utilized by Customer via the SaaS Platform.

“**Social Media Network Content**” means any and all content originally posted by third parties to a Social Media Network.

“**Social Media Network TOS**” means the terms of service, rules, guidelines, and any applicable requirements or terms and conditions of any Social Media Network ~~limitations~~ with respect to access

and use of, or other rights with respect to, a Social Media Network or Social Media Network Content.

"**Term**" means the time period for the provision of the Services, as specified in an Order Form. This Agreement will terminate as specified below.

"**User**" means an individual who is authorized by Customer to use the SaaS Platform in accordance with the Agreement. The rights of any User to use the SaaS Platform cannot be shared or used by more than one individual (unless such right is reassigned in its entirety to another authorized User).

2. SERVICES

2.1. Provision of Services. Spredfast will provide to Customer the Services pursuant to this Agreement and the relevant Order ~~Forms~~Form during the applicable Term. Services will be provided pursuant to this Agreement and the specifications set forth in the applicable Order Form, and substantially in accordance with the specifications set forth in the SLA.

2.2 Third Party Applications. Spredfast may offer Customer the ability to use ~~third-party~~third-party applications in combination with the SaaS Platform. Any such ~~third-party~~third-party application will be ~~specified in the Order Form and~~ subject to acceptance by ~~the~~ Customer. In connection with any such ~~third-party~~third-party application agreed to by Customer, Customer acknowledges and agrees that Spredfast may allow the ~~third-party~~third-party providers ~~to access to~~ Customer Data as required for the interoperation of such ~~third-party~~third-party application with the SaaS Platform. The use of a ~~third-party~~third-party application with the SaaS Platform may also require Customer to agree to a separate agreement or terms and conditions with the provider of the ~~third-party~~third-party application, which will govern Customer's use of such ~~third-party~~third-party application.

3. RESPONSIBILITIES AND RESTRICTIONS

3.1 Spredfast Responsibilities. Spredfast ~~agrees to~~will provide the SaaS Platform to Customer during the Term in accordance with this Agreement.

3.2. Customer Responsibilities. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer.

Customer agrees to (a) ~~cause Users to comply~~ solely responsible for all User activity, which must be in accordance with this Agreement and the Documentation, (b) be solely responsible for ~~the~~ Customer Data (other than with respect to the Spredfast obligations set forth in the Agreement) (c) obtain and maintain during the Term all necessary consents, agreements and approvals from individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services, (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services and notify Spredfast promptly of any known unauthorized access or use, and (e) use the Services only in accordance with applicable laws and regulations.

3.3 Restrictions. Customer will not (a) use, or permit the use of, the Services except as expressly authorized under this Agreement or the Documentation, (b) interfere with or disrupt the integrity or performance of the SaaS Platform or any ~~third-party~~third-party application or third-party data or content contained therein, or (c) disrupt, disable, translate, decompile, or reverse engineer the Services, or (d) take any other action with respect to the Services not expressly permitted under this Agreement or the Documentation.

3.4 Data Privacy and Data Protection. In the event Customer or any Customer Data is ~~located in~~sourced from the European Union ("EU") or the Services ~~may significantly involve private data of EU subjects, then the Order Form may specify the application of an additional EU data processing agreement, otherwise involve special privacy or data protection provisions (whether applicable in the EU or otherwise), the parties may agree to a Data Processing Addendum with additional provisions relating to privacy and data protection, which shall be attached to this Agreement or Order Form and become a part of this Agreement.~~

4. SOCIAL MEDIA NETWORKS

4.1 Social Media Network Terms of Service. Customer understands and agrees that upon authentication of a Social Media Network account through the SaaS Platform, Customer is subject to compliance with the applicable Social Media

Network TOS. Customer acknowledges that the Social Media Network TOS govern the collection and use of information submitted by individuals through Social Media Networks and Customer shall comply with all Social Media Network TOS. The Social Media Network TOS may change or include new terms and conditions from time to time and Customer shall be bound by any such changes or new terms and conditions.

4.2 No Liability for Social Media Networks or Content. Spredfast does not control the Social Media Networks and Social Media Network Content is not created or edited by Spredfast (unless done on behalf of Customer as a part of negotiated Professional Services). As such, Spredfast expressly disclaims and has no responsibility or liability for ~~any~~ Social Media Network or Social Media Network Content: (provided that, if applicable, Spredfast will have the responsibility that Spredfast agrees to for any Professional Services which involve the creation of such content).

5. FEES AND PAYMENT

5.1. Fees. Customer shall pay all fees specified in all Order Forms hereunder (“Fees”) for the Services. Customer shall also reimburse Spredfast for all reasonable travel and living expenses incurred in the performance of Professional Services, ~~which are specified in an Order Form or otherwise approved~~provided that any material expenses shall be subject to approval in advance by Customer. Except as otherwise specified herein or in an Order Form, ~~(a)~~ Fees will be quoted and paid in United States dollars and ~~(b)~~ payment obligations are non-cancelable and Fees paid are non-refundable.

5.2. Invoicing and Payment. If a purchase order is required by Customer, Customer will provide Spredfast with a valid purchase order within five (5) days from the execution of ~~the applicable~~ Order Form. Any terms and conditions on any purchase order shall not be deemed a part of this Agreement or otherwise binding on Spredfast ~~unless expressly agreed to by Spredfast in writing~~. Spredfast will invoice Customer ~~in advance and otherwise~~ in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, Fees are due net thirty (30) days from Customer’s receipt of the invoice. Customer is responsible for providing

Spredfast with complete, accurate and up to date billing and contact information.

5.3. Overdue Fees; Credit Check. If any Fees are not received from Customer by the due date, then at Spredfast’s discretion, such Fees may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. ~~In addition, at any time before or during the provision of Services, Customer agrees that Spredfast may check the credit or financial status of Customer in order to determine ability to pay Fees.~~

5.4. Suspension of Services. ~~If Except with respect to any Fees disputed in good faith by Customer, if~~ any Fees for the SaaS Platform or Professional Services are thirty (30) or more days overdue, Spredfast may, without limiting Spredfast’s other rights and remedies, suspend Professional Services and Customer’s use of the SaaS Platform until such amounts are paid in full.

5.5. Payment Disputes. If an invoiced amount is disputed in good faith by Customer, Customer must notify Spredfast in writing and provide sufficiently detailed support of any invoice dispute within ten (10) business days of Customer’s receipt of invoice. If Customer fails to do so, Customer is deemed to have waived its right to dispute that invoice and the invoice will be deemed accurate and valid. Nothing in this section shall be deemed to waive Customer’s obligation to pay any undisputed amounts in accordance with Section 5.2 (Invoicing and Payment).

5.6. Taxes. The Fees are exclusive of all taxes, levies, duties or similar governmental assessments of any nature (collectively, “Taxes”). Customer is responsible for paying all Taxes associated with Customer purchases hereunder except for those based on Spredfast’s net income, property, or employee withholdings. Taxes shall not be deducted from the payments to Spredfast, except as required by law, in which case the amount payable shall be increased as necessary, so that after making all required deductions and withholdings, Spredfast receives and retains (free from any Tax liability) an

amount equal to the amount it would have received had no such deductions or withholdings been made.

5.7. Audit Rights. Spredfast shall have the right to audit Customer's compliance with this Agreement at any time during the Term ~~during normal business hours and following reasonable notice.~~ Customer ~~agrees to provide~~ shall cooperate following any reasonable ~~access to its books, records, technology and hardware used~~ request by Spredfast in connection with ~~the Services and appropriate personnel~~ such audit. If Spredfast determines that Customer has allowed access to the Services other than as permitted under this Agreement or any Order Form or has otherwise violated any applicable terms of the Agreement thereof or thereof, and as a result additional Fees are owed to Spredfast, Spredfast shall invoice Customer for such discrepancies and such Fees shall be payable pursuant to the terms of this Agreement. The results of any audit shall not limit any other rights or remedies of Spredfast.

6. PROPRIETARY RIGHTS

6.1. Spredfast Ownership. Subject to any rights expressly granted to Customer in the Agreement, Spredfast and its licensors, as applicable, reserve all right, title and interest in and to the Services, including ~~all visual~~ information presented in any form and intellectual property rights ("**Spredfast Intellectual Property**").

6.2. Customer Ownership and Licenses. As between Spredfast and Customer, Customer owns all rights, title and interest in and to (a) all Customer Data and (b) any ~~Customer materials~~ information supplied by Customer to Spredfast as may be specified in any Order Form (collectively, "**Customer Materials**"). Customer grants Spredfast a non-exclusive, non-transferable, royalty free, non-sublicenseable (except as needed for the provision of Services or as set forth herein) worldwide right to access and use ~~the~~ Customer Materials solely to provide the Services to Customer at Customer's request. No other rights or implied licenses in Customer Materials are granted to Spredfast other than as expressly set forth herein.

6.3. Feedback and Derivative Works. Customer is not required to provide (a) any suggestions,

enhancement requests, recommendations or other feedback ("**Feedback**") or (b) any ideas, technology, developments, derivative works or other intellectual property ("**Derivative Works**") related to the Services or any test features, services or products to which Customer is given access ~~—(collectively, "Feedback"), but if.~~ If Customer does so, Customer grants Spredfast a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use, or incorporate into any of its services, any Feedback or Derivative Works. Customer may only create Derivative Works relating to the Services or any test features, services or products to which Customer is given access, with prior written consent from Spredfast.

7. CONFIDENTIALITY

7.1. Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Discloser**") to the other Party ("**Recipient**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information will include, but is not limited to, Customer Data; Spredfast Confidential Information includes, but is not limited to, the SaaS Platform, information or technology used in connection with the Services, this Agreement and all Order Forms; and Confidential Information of each Discloser includes ~~the~~ Discloser's non-public business and marketing plans, technology and technical information, product plans and designs, and business processes. Confidential Information does not include any information that (i)a is or becomes generally known to the public without breach of any obligation owed to ~~the~~ Discloser, (ii)b was known to ~~the~~ Recipient prior to its disclosure by ~~the~~ Discloser without breach of any obligation owed to ~~the~~ Discloser, (iii)c is received from a third party without any obligation of confidentiality, or (iv)d was independently developed by ~~the~~ Recipient without reference to or use of ~~the~~ Discloser's Confidential Information.

7.2. Protection of Confidential Information. Except as otherwise permitted in writing by ~~the~~ Discloser, ~~the~~ Recipient will (i)a use the same degree of care that it uses to protect the confidentiality of its

own Confidential Information of like kind (but in no event less than reasonable care) and use Discloser's Confidential Information only for purposes of this Agreement, and ~~(#b)~~ the Recipient will limit access to Confidential Information of ~~the~~ Discloser to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have agreed to confidentiality obligations with ~~the~~ Recipient that are no less stringent than those herein. In addition to the foregoing, Recipient may disclose Confidential Information in any due diligence of Recipient in connection with any corporate transaction, provided that such disclosure is made under a binding obligation of confidentiality with terms similar to those herein.

7.3. Protection of Customer Data. Without limiting the above, Spredfast will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. Except (a) in order to provide the Services, (b) to prevent or address service or technical problems in connection with support matters, or (c) as expressly permitted in writing by Customer, Spredfast will not modify Customer Data or disclose Customer Data (unless compelled by law in accordance with Section 7.4 (Compelled Disclosure)).

7.4. Compelled Disclosure. ~~The~~ Recipient may disclose Confidential Information of ~~the~~ Discloser to the extent required or compelled by law to do so, provided ~~the~~ Recipient gives ~~the~~ Discloser prior notice of such compelled disclosure (unless notice is prohibited by law) and reasonable assistance, at ~~the~~ Discloser's cost, if ~~the~~ Discloser wishes to contest the disclosure. If ~~the~~ Recipient is compelled by law to disclose ~~the~~ Discloser's Confidential Information as part of a civil proceeding, and ~~the~~ Discloser is not contesting the disclosure, ~~the~~ Discloser will reimburse ~~the~~ Recipient for its reasonable cost of compiling and providing secure access to such Confidential Information.

8. WARRANTIES AND DISCLAIMERS

8.1. Spredfast Warranties. Spredfast warrants that (a) the SaaS Platform will perform substantially in accordance with the ~~documentation~~ Documentation made available to Customer, (b) subject to Section

4.1 (Social Media Networks), the functionality of the SaaS Platform will not be materially decreased during the Term and (c) the Professional Services will be performed in a professional and workmanlike manner. For any breach of the foregoing warranties, Customer's exclusive remedy will be as provided in Section 11.3 (Termination for Cause) and Section 11.5 (Refund or Payment upon Termination). Notwithstanding the foregoing, if any Order Form has a Term of more than twelve (12) months, in the event Spredfast or any of its licensors determine to materially change or cease offering any material element of the Services, Spredfast may effect such change or cessation following reasonable notice thereof to Customer and the relevant Order Form shall be amended to reflect such change.

8.2. Mutual Warranties. Each Party represents and warrants that ~~(1a)~~ it has the legal power to enter into this Agreement, ~~and~~ ~~(#b)~~ it will use commercially reasonable efforts through the use of anti-virus protection not to transmit to the other Party any Disabling Code, ~~and~~ (c) it will comply with all applicable laws with respect to its rights and obligations pursuant to this Agreement.

8.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SPREDFAST MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

IN ADDITION, CUSTOMER ACKNOWLEDGES THAT SERVICE FEATURES THAT INTEROPERATE WITH SOCIAL MEDIA NETWORKS DEPEND ON THE CONTINUING AVAILABILITY OF THOSE SOCIAL MEDIA NETWORKS' API AND PROGRAM FOR USE WITH THE SAAS PLATFORM. SERVICES MAY BE IMPACTED, INTERRUPTED OR MAY CEASE IF ANY SOCIAL MEDIA NETWORK CEASES TO MAKE ITS API OR PROGRAM AVAILABLE AT ALL OR ON REASONABLE TERMS OR IF ANY SOCIAL MEDIA NETWORK EXPERIENCES AN OUTAGE, ANY MALFUNCTIONS OR ANY CHANGE IN THEIR SERVICES, PRACTICES OR FUNCTIONALITY.

9. INDEMNIFICATION

9.1. Indemnification by Spredfast. Spredfast will defend, indemnify and hold harmless Customer against any claim, demand, suit, or proceeding ("Claim") made or brought against Customer by a third party alleging that the provision of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, ~~and will indemnify Customer for any damages finally awarded against Customer or paid in settlement in connection with any such Claim;~~ provided that Customer (a) promptly gives Spredfast written notice of the Claim; (b) gives Spredfast sole control of the defense and settlement of the Claim (provided that Spredfast may not settle any Claim without Customer's written approval, which will not be unreasonably withheld or delayed, unless the settlement unconditionally releases Customer of all liability); and (c) provides to Spredfast all reasonable assistance, at Spredfast's expense. Spredfast has no obligation to indemnify a Claim if it arises from: (i) Customer Data or Customer Materials; or (ii) unauthorized modification or use of the Services; or otherwise relating to Customer's acts or omissions not in accordance with, or in breach of, the terms of this Agreement.

9.2. Indemnification by Customer. Customer will defend, indemnify and hold harmless Spredfast against any Claim made or brought against Spredfast by a third party (a) relating to or arising from Customer's use of the ~~SaaS Platform or Services~~ in violation of this Agreement, or (b) relating to or arising from Spredfast's permitted use of Customer Data, Customer Materials, or Customer's breach of any Social Media Network Terms of Service or any other terms and conditions of a third party agreed to by Customer in connection with, or relating to, the Services ~~and will indemnify Spredfast for any damages finally awarded against Spredfast or paid in settlement in connection with any such Claim;~~ provided that Spredfast (i) promptly gives Customer written notice of the Claim; (ii) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim without Spredfast's written approval, which will not be unreasonably withheld or delayed, unless the settlement unconditionally releases Spredfast of all

liability); and (iii) provides to Customer all reasonable assistance, at Customer's expense.

9.3. Exclusive Remedy. This Section 9 (Indemnification) states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any type of Claim described in this Section.

10. LIMITATION OF LIABILITY

10.1. Limitation of Liability. EXCEPT FOR (A) DAMAGES ARISING FROM A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS OR (B) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY ~~COMPANY~~CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING WILL NOT LIMIT ~~COMPANY'S~~CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

10.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING WILL NOT APPLY (A) TO A VIOLATION OF CONFIDENTIALITY OBLIGATIONS OR (B) TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. TERM AND TERMINATION

11.1. Term of Agreement. This Agreement commences on the Effective Date and will remain in effect until the earlier of (i~~a~~) the expiration or termination of all Order Forms under this Agreement or (ii~~b~~) the termination of this Agreement in accordance with this Section. Upon termination of this Agreement for any reason, all rights and subscriptions granted to Customer including all Order Forms will immediately terminate and Customer will cease using the Services. For

avoidance of doubt, upon termination of any Order Form, the Services provided pursuant to such Order form shall cease and Customer shall stop using such Services.

11.2. Automatic Renewal. Subscriptions for the SaaS Platform commence on the Order Date specified in the applicable Order Form and continue for the subscription Term specified therein, unless otherwise terminated. Except as otherwise specified herein or in the applicable Order Form, all subscriptions will automatically renew for additional periods of one year (each a “**Renewal Term**”) at the list price in effect at the time of renewal unless either Party gives the other Party written notice of non-renewal at least ~~{60}~~ days prior to the end of the applicable Term or Renewal Term.

11.3. Termination for Cause. A Party may terminate this Agreement or any applicable Order Form for cause: (a) upon 30 days’ written notice to the other Party of a material breach (including details sufficient to identify the material breach) if such breach remains uncured at the expiration of such period, (b) immediately for material violations of confidentiality obligations, or (c) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.4. Survival. Any provision of this Agreement that expressly or by implication is intended to survive termination, regardless of the date, cause or manner of such termination, and including but not limited to rights of action accruing prior to termination and payment obligations, will survive such termination and will continue in full force and effect.

11.5. Refund or Payment upon Termination. Upon any termination for cause by Customer, Spredfast will refund Customer a pro-rata portion of any prepaid SaaS Platform Fees that cover the remainder of the Term after the effective date of termination and a pro-rata portion of any prepaid Professional Services Fees that cover Professional Services that have not been delivered as of the effective date of termination. Upon any termination for cause by Spredfast, Customer will pay any unpaid Fees

covering the remainder of the Term of all subscriptions under the applicable Order Forms after the effective date of termination and for any Professional Services provided up to the date of termination. In no event will any termination relieve Customer of the obligation to pay any Fees payable to Spredfast for the period prior to the effective date of termination.

11.6. Downloading of Customer Data. During any Term under an Order Form, on a rolling 24-month basis (unless otherwise provided in any Order Form) and for the period 30 days after termination or expiration of the Agreement or the applicable Order Form, Customer may download ~~the~~ Customer Data used in connection with such Order Form, in comma separated value (.csv) format, using the tools of the SaaS Platform. After ~~termination~~expiration of the applicable rolling 24 month or 30-day period, Spredfast will have no obligation to maintain or make available ~~any~~the applicable Customer Data and will thereafter, unless legally prohibited, delete or make permanently unreadable all Customer Data in Spredfast systems or otherwise in Spredfast possession or under Spredfast control.

12. PROFESSIONAL SERVICES

12.1 Availability of Customer Resources. Customer will make available to Spredfast certain of Customer personnel, business information and other relevant information as reasonably required by Spredfast in the performance of any Professional Services hereunder or as specified in any applicable Order Form. Customer will ensure that competent personnel are available during normal working hours to provide information and other support to Spredfast while providing Professional Services. Customer acknowledges that the timeliness or provision of Professional Services may be dependent on such Customer’s personnel availability and cooperation.

12.2 Compliance with Customer or Spredfast Rules. If applicable, while on the premises of the other ~~party~~Party for training or other services, each ~~party~~Party will take reasonable measures to have its personnel comply with the other ~~party’s~~Party’s reasonable rules and policies regarding safety, security, and conduct made known to such ~~party~~Party, and will at Customer’s request promptly

remove from the project any of its personnel not following such rules and regulations.

13. DISPUTE RESOLUTION, GOVERNING LAW & NOTICES

13.1 Dispute Resolution, Governing Law. The Parties will use reasonable efforts to resolve any dispute between them in good faith prior to initiating legal action. Any claim or cause of action under or relating to this Agreement will be brought in the state or federal courts located in Austin, Texas and the Parties agree to submit to the exclusive personal jurisdiction of such courts. This Agreement will be governed by the laws of the State of Texas, excluding choice of law principles.

Notwithstanding the above, for Customers headquartered in the European Union Economic Area, as set forth in the Order Form, claims or causes of action relating to this Agreement will be brought in the courts of England and Wales and the Parties agree to submit to the exclusive personal jurisdiction of such courts. For such Customers, this Agreement will be governed by the English law, excluding choice of law principles.

13.2. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (a) delivery by traceable courier, (b) upon delivery via mailing (confirmed receipt signature/return receipt requested), or (c) the second business day after sending by confirmed facsimile. Notices to Spredfast will be addressed to the CFO with a copy to the CEO at 200 W. Cesar Chavez, Ste. 600, Austin, TX 78701, or in the case of Customer, sent to the address and contact set forth on the Order Form, or as designated from time to time in writing by the Parties. Billing-related notices will be addressed to the relevant billing contact designated by Customer on the Order Form.

13.3. Waiver of Jury Trial. Each Party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

14. GENERAL PROVISIONS

14.1. No Dependence on Future Functionality. Customer agrees that Customer is not entering into this Agreement or any Order Form contingent on the provision of any future functionality relating in any way to the Services unless expressly provided in any Order Form and no statement or other information made or provided orally or otherwise shall be binding unless specifically set forth in an Order Form.

14.1.14.2 Export Compliance. Each Party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports or otherwise restricted from doing business with any U.S. company, and Customer will not access or use the Services in violation of any U.S. or international export embargo, prohibition or restriction.

14.2. Force Majeure. Neither Party will be in default for failing to perform any obligation hereunder, if such failure is caused solely by supervening conditions beyond the failing Party's reasonable control, including without limitation acts of God, civil commotion, strikes, terrorism, failure of ~~third-party~~third-party networks or services or the public Internet, power outages, labor disputes or governmental demands or restrictions.

14.3. Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

14.4. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, unless expressly stated otherwise.

14.5. Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

14.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision

to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

14.7. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld or delayed). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all Order Forms), without consent of the other Party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. This Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

14.8. General. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or

oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any Order Form will be effective unless in writing and ~~either signed or accepted electronically by the Party against whom the modification, amendment or waiver is to be asserted~~ signed by each Party. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding Order Forms) will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void. This Agreement may be executed in counterparts, each of which, when so executed and delivered (including by electronic transmission), shall be deemed an original, and both of which shall constitute one and the same agreement

The ~~parties~~ Parties agree to the terms and conditions of this Agreement ~~either by their signatures below or~~ signature on the Order Form.

EXHIBIT A

Standard Service Level Agreement 2017

This SLA is an exhibit to the Master Subscription and Services Agreement between Spredfast and Customer.

Product support is provided by the Spredfast Customer Support Team ("CST"). Support encompasses technical troubleshooting, functional expertise and instruction on the configuration and use of Spredfast products, as well as general customer service. Spredfast recommends that Customer leverage internal support mechanisms and/or the self-service content in the Spredfast Community (at the link provided below) in addition to the CST members for the best experience possible.

Capitalized terms have the meanings given to them herein or in the MSA. The term "SaaS Platform" means all software-as-a-service products subscribed to by Customer. The term "Month" means calendar month.

The terms of the Service Level Agreement ("SLA") are as follows.

- Uptime - Uptime is the time during any Month that the SAAS Platform is available within reasonable response times. Spredfast has an Uptime guarantee of 99.5% except for Scheduled Maintenance (as defined below). The calculation used to arrive at the Uptime result is:
 $(\# \text{ of Minutes Per Month}^*) \times (99.5\%) = \# \text{Uptime Minutes Per Month}$
- Uptime Measurement & Exclusions - Uptime is measured by our external monitoring system through API access and HTTP screen loads. Uptime excludes Scheduled Maintenance and any downtime or service interruptions caused by any third-party network or application (ex. downtime of a Social Media Network).
- Customer Support Hours - Standard Spredfast Customer Support hours are 24x7

• Customer Support Contact Options – Customer can reach the Spredfast CST through the following channels.

- **In-App:** The ticket form in the Spredfast SaaS Platform
- **Email:** support@spredfast.com
- **Community:** http://community.spredfast.com
- **Phone Line:**
 - US (888) 506-6036
 - UK 0800-090-3683
 - Australia 1-800387054
 - International Toll +1 (512) 222-1509

Service Level Commitments - Spredfast will acknowledge and respond to all inbound requests as specified in the Priority Support Table below. Resolution times will vary depending on the complexity of the reported problem and/or the nature of the required solution. In some cases, resolution may take longer if:

- A significant product change is required.
- A third-party application or network (ex. a Social Media Network) or other condition outside our control is responsible for the underlying problem.

Spredfast's standard framework for problem resolution is to categorize and prioritize problem reports in a typical manner, such as "Priority 1", "Priority 2", and "Priority 3". Any production system outage is automatically treated as a high/critical "Priority 1" issue and triggers a 24x7 development and support commitment until resolved. Lower priority issues are ranked based on impact to Customer and issue complexity.

Initial Response: Acknowledgment of receipt of problem reported and assignment of support incident number.

Priority Support Table				
Priority 1 Support Issue				
			<u>Priority Definition</u>	<u>Widespread production system outage. SaaS Platform is completely unusable.</u>
			<u>Initial Response</u>	<u>Within 1 hour maximum</u>
			<u>Spredfast Action</u>	<u>All resources applied 24x7 until resolved</u>
Customer			<u>Resolution Time</u>	<u>Spredfast, Inc will target completion of a work-around or fix within 24 hours once the problem is reproducible. Spredfast may incorporate the fix into a future update to the SaaS Platform.</u>
By:			By: Follow Up	<u>(if requested/required) Every 2 hours following initial response to the extent information is available</u>
Name:	_____		Name:	Priority 2 Support Issue
			<u>Priority Definition</u>	<u>Major feature or function of the SaaS Platform fails which results in the operation of the SaaS Platform being restricted. No clear work-around.</u>
Title:			Title: Initial Response	<u>Within 4 hours maximum</u>
			<u>Spredfast Action</u>	<u>All resources applied within business hours until resolved.</u>
Date:			Date: Resolution Time	<u>Spredfast will target completion of a work-around or fix within 3 days once the problem is reproducible. Spredfast may incorporate the fix into a future update to the SaaS Platform.</u>
Priority 3 Support Issue				
			<u>Priority Definition</u>	<u>Minor impact to production workflow. Also includes questions on product use, feedback, suggestions, other.</u>
			<u>Initial Response</u>	<u>Within 8 hours maximum.</u>
			<u>Spredfast Action</u>	<u>Resources applied as necessary.</u>
			<u>Resolution Time</u>	<u>Varies. Resolution of the problem may appear in a future update to the SaaS Platform.</u>
Security Breach and Incident Management				
			<u>Priority Definition</u>	<u>Any credible indication that security has been breached will be treated as a "Priority 1 Support Issue" as defined above. All service level commitments will apply.</u>

- Maintenance and Update Notification – “Scheduled Maintenance” means a regular maintenance window during which Spredfast conducts maintenance on any part of the SaaS Platform. Customer will be notified via email or, for some products, by screen notifications within the SaaS Platform at least 2 business days prior to any Scheduled Maintenance that includes SaaS Platform downtime. In the event that the Scheduled Maintenance downtime window needs to be significantly exceeded or altered, Spredfast will notify Customer as soon as possible prior to the planned update.
- Disaster Recovery & Business Continuity Plans - During the term of the Agreement, Spredfast will have a disaster recovery plan in place for the hosting location from which the SaaS Platform is provided. If Spredfast’s disaster recovery plan is invoked, Spredfast will restore the SaaS Platform to the service availability service level described above in accordance with the requirements of such plan. In addition, Spredfast will have an annually tested business continuity plan in place to assist Spredfast in reacting to a disaster in a planned and tested manner.