# EXHIBIT C:
# SELLIGENT CI SPECIFIC TERMS

## "CI SPECIFIC TERMS" FOR SELLIGENT CI
## APPLICABLE UPON ORDERING OF SELLIGENT CI BY CLIENT

### 1. DEFINED TERMS
Unless otherwise defined herein, any defined term shall have the meaning ascribed to it in the Agreement.

### 2. OPENTEXT OEM
The Opentext Component (labeled "**CI**" or "**Consumer Intelligence**" module by Selligent) means the Opentext proprietary software, any Opentext authorized updates, upgrades, corrections, or enhancements, made available as a component of Selligent's proprietary software modules (the "**Subscription Service**"). Opentext is not a party to these "CI Specific Terms" and has no contractual relationship with the Client. Selligent shall be responsible for interfacing as necessary with Opentext to respond to and resolve issues and queries relating to CI in accordance with the Agreement.

### 3. LICENSE GRANT
Selligent grants Client the non-exclusive, non-transferable and non-sublicenseable right to use CI within the limits of the CI Sales Order and subject to the terms of the Agreement and these CI Specific Terms.

### 3.1 License
The installation of CI, and its integration within the Subscription Services will always be performed by Selligent. Client may, for its internal use only, use, access, display and run the front-end of CI (never the back-end) as a component of the Subscription Services, as follows:

- CI is licensed on a per instance basis. Thus, Client will be invoiced a separate license of use for each CI module installed, depending on the number of GB(s) of Disk Space as specified in each applicable Sales Order.

### 3.2 Limitations
Without prejudice to the AUP and other restrictions in the Agreement, Client shall not use CI as a component of the Subscription Service in a service bureau environment, under any time sharing agreement, as an application service, or other computer service basis for the benefit of any third parties (unless Client is so permitted to use the Subscription Service for other entities in the group to which it belongs as specified in an applicable Sales Order, then Client may also use the Opentext Component for these entities). Client may use the Opentext Component solely on a Limited Use basis. "**Limited Use**" means that CI can be used by a Client solely in conjunction with the contemporaneous use of the Selligent Marketing Cloud Service. Limited Use does not include use of CI (i) in a standalone mode or (ii) with data not processed or not solely generated by the Selligent Marketing Cloud Service.

Client shall indemnify Selligent, Selligent's Affiliates and its supplier Opentext for any damages, costs or other expenses arising out of Client's violation of these Specific Terms, including applicable license limitations.

### 4. INTELLECTUAL PROPERTY RIGHTS
Client acknowledges that CI module supplied by Selligent will remain the intellectual property of Opentext Corporation. Client shall continue to follow all reasonable instructions that Selligent gives from time-to-time with regard to the use of the intellectual property of Selligent and Opentext.

In the event that a final injunction is, or Opentext believes in its sole discretion, is likely to be entered prohibiting the use or distribution of the Opentext Component, Opentext and Selligent will, at their sole option and at Opentext's sole expense, either (i) procure for Client to right to use the infringing Opentext Component as provided herein, (ii) replace the infringing software with non-infringing, functionally equivalent software or (iii) suitably modify the infringing software so that it is not infringing and functionally equivalent. If (i), (ii) or (iii) is not obtainable on commercially reasonable terms, Selligent shall be entitled to terminate these CI Specific Terms and the provision of CI to Client, and in the event of such termination shall refund to Client all prepaid fees for CI for the remainder of the then current Term following the date of such termination, without the need for any other type of compensation to Client.

### 5. LIMITATION ON LIABILITY
IN NO EVENT SHALL SELLIGENT OR OPENTEXT BE LIABLE FOR ANY PUNITIVE, SPECIAL, INDIRECT, ECONOMIC OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES) ARISING UNDER OR IN CONNECTION WITH THESE CI SPECIFIC TERMS, EVEN IF SELLIGENT OR OPENTEXT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 6. EXPORTS
Client shall not export or re-export CI as a component of the Software Service without the written consent of Selligent, and any export or re-export of CI must be in compliance with U.S. export laws and other applicable laws.

### 7. TERMINATION OF USE OF CI
These CI Specific Terms will automatically terminate in the event of (i) termination of the Agreement between Selligent and Opentext (for whatever reason), (ii) the Agreement between the Client and Selligent, or (iii) non-renewal of CI by Client at such time as permitted under the Agreement.