

SELLIGENT, INC.
SUBSCRIPTION AND SERVICES AGREEMENT

IMPORTANT, READ CAREFULLY: CLIENT'S USE OF AND ACCESS TO THE WEBSITE, PRODUCTS AND ASSOCIATED SERVICES AND SOFTWARE OF SELLIGENT IS CONDITIONED UPON CLIENT'S COMPLIANCE AND ACCEPTANCE OF THESE TERMS.

THIS SUBSCRIPTION AND SERVICES AGREEMENT (the "**SSA**") GOVERNS THE ACQUISITION AND USE OF SELLIGENT'S SERVICES BY CLIENT. BY EXECUTING A SERVICE ORDER THAT REFERENCES THIS SSA, CLIENT AGREES TO ALL OF THE TERMS AND CONDITIONS STATED HEREIN.

This Agreement was last updated on **January 30, 2020**, and is effective between Client and Selligent as of the date a Sales Order and/or Statement of Work is executed by both parties.

1. Definitions.

1.1 "Affiliate" means any entity that controls, is controlled by, or is under common control with the named entity, where "control" is defined as the ownership of at least fifty-one percent (51%) of the equity or beneficial interests of such entity or the right to vote for or appoint a majority of the board of directors or other governing body of such entity.

1.2 "Agreement" means this SSA, the Service Order(s), SOW(s) and the other documents listed below, each of which are incorporated herein by reference, in prevailing order should there be any conflicting provisions:

- a. Service Order(s), as applicable;
- b. Specific Term(s), if any, as applicable;
- c. Data Processing Agreement ("**DPAs**"), as applicable;
- d. Support and Service Level Agreement (Exhibit A) ("**SLA**"); and
- e. this SSA.

1.3 "Brand" means any combination of unique design, sign, symbol, words, or a combination of these, employed by Client in creating an image that identifies a product or services and differentiates it from its competitors or its other services.

1.4 "Channel" as selected by Client, in an applicable Sales Order, a Channel refers to the Platform's functionalities or modes and methods of communication with Client's customers available.

1.5 "Client" means the Signing Party any and all of its employees, agents, subcontractors or other Users who access or otherwise use the Service(s) provided under this Agreement and/or perform

services incidental thereto. Client may also include any Affiliates of Signing Party, and any and all of their respective employees, agents, subcontractors, if so named in an applicable Sales Order.

1.6 "Client Data" means all data, documentation, content, or information submitted by or on behalf of Client to or through the Service(s), including Consumer Data, any audio-visual design assets (i.e., photographic images, animations, illustrations), or other identifying or branding elements of Client and/or its Brand or its clients to enable performance of the Service(s).

1.7 "Consumer Data" means any information to which Selligent is provided access under this Agreement that could identify any of Client's individual customers (who themselves are natural persons) either directly or indirectly such as, the individual's name, birth date, personal contact information, passwords, or other similarly identifying information.

1.8 "Deliverables" means certain work product, limited to content specific to Client and excluding any retained, common, reusable or generic elements or methodologies, if any, as described in a SOW for Project Services.

1.9 "Documentation" means the written information provided by Selligent describing operation and use of the Service(s), by any means of delivery, along with any other information provided to Selligent's clients generally, and all such items as updated from time-to-time.

1.10 "Instance" means each logically separated installation of the Services on the Platform, as set forth on an executed Sales Order. The database of each of Client's production Instance(s) shall be limited to fifty gigabytes (50GB) unless Client purchases extra database capacity from Selligent.

1.11 "Location" refers to a specific point or area defined or identified by either: (a) the establishment by Client of a virtual perimeter of a specific geographic area (i.e. the area surrounding one of Client's physical locations) (a "Geofence"); and/or (b) the use of a device owned and placed by the Client transmitting a unique Bluetooth® signal that can be detected by the Services (a "Beacon").

1.12 "Optional Subscription Services" as selected by Client, in an applicable Sales Order, an Option Subscription Service refers to any additional modules, functionalities, or enhancements to the Platform's available to Client.

1.13 "Platform" means the technical infrastructure Selligent has in place to provide the Subscription Service(s) for Client.

1.14 "Project Service(s)" means professional implementation, database, project management, technical integration, campaign services and/or training services specified in an applicable SOW.

1.12 "Sector" a description of the industry on which the Client's primary business is focused.

1.15 "Sales Order" means a document executed by Signing Party and Selligent that specifies the Subscription Services and Usage Rights to which Client is being granted access.

1.16 “Service(s)” means the Subscription Services, Project Services, Success Services and/or Support Services that Client orders in the context of this Agreement, including any such services that are ordered via subsequent SOW(s) and/or Sales Order(s), which, upon Client’s execution of any such subsequent SOW(s) and/or Sales Order(s), are incorporated into the definition of “Services”.

1.17 “Service Order(s)” means the ordering documents, including but not limited to any Sales Order, Statement of Work or otherwise, that specify, among other things, each Service, its Subscription Term and the scope of Service(s) ordered, and the applicable Fees.

1.18 “Selligent” means Selligent, Inc. d/b/a Selligent Marketing Cloud.

1.19 “Signing Party” means the party other than Selligent who has executed Service Order No. 1.

1.20 “Specific Terms” means, collectively, any third-party terms and conditions which are applicable to certain Services ordered by Client if indicated as such on a Service Order.

1.21 “Statement of Work” or “SOW” means a document executed by Signing Party and Selligent that specifies any Project Service(s), including the scope of such Project Service(s), specifications thereof, any Fees associated therewith and any other terms and conditions mutually agreed to by the parties regarding such Project Service(s).

1.22 “Subscription Service(s)” means the software and products which Selligent owns, has the right to use and/or is licensed to resell and/or distribute from third parties, accessible via a designated website or IP address, or ancillary products and services provided to Client by Selligent or its Affiliates, to which Client is being granted access by Selligent. Subscription Services includes any Channels or Optional Subscription Services which are available and accessible only via execution of a Sales Order(s).

1.23 “Subscription Term” means the term specified in the applicable Sales Order during which Client can use the Subscription Service.

1.24 “Success Service(s)” means Client enablement services, limited to the provision of introductions, reviews and/or explanations of new, unused or underutilized aspects of the Platform, including step-by-step walk throughs designed to enable Client’s self-service use of the Platform.

1.25 “Support Service(s)” means help-desk and technical support services which are consumed on an ad-hoc basis the availability of which are governed by the conditions in the SLA.

1.26 “Unique Contact” means a de-duplicated e-mail address appearing on Client's lists within the Platform, the number of which are used for billing purposes as described in the applicable Service Order.

1.27 “Usage Rights” means the rights to use the Subscription Services.

1.28 “User” means an individual expressly authorized by Client to use or access the Services and to whom Client has supplied a user identification and password, which may include Client’s employees, agents (third-party service providers), independent contractors or subcontractors.

1.29 The following terms have the meanings ascribed to them in the corresponding Sections of this SSA set forth below:

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2. Provision and Use of the Service(s).

2.1 Description of Subscription Service(s). Selligent will make available the Subscription Service(s) for Client's use in an environment hosted and managed by Selligent and its contracted third party(ies). Selligent may also provide Client with Project Services and Success Services to the extent described in a Service Order. Support Services will be provided to Client, pursuant to the terms of the SLA. Selligent or its contracted third party(ies) shall provide Client, solely for Client's own internal use, with access information (including, without limitation, URL(s), XML interface(s), user-name(s) and/or password(s)) to access the Service(s).

Client hereby acknowledges that Services, including Project Services, may be performed by subcontractors, which may include Selligent's Affiliates or partners. Selligent may change subcontractors at any time, in its sole discretion, including by hosting and/or by providing the Service(s) directly. In connection with the performance of such Services, Selligent acknowledges that it is responsible and liable for the performance of such subcontractors under the terms of this Agreement. Accordingly, Client hereby releases each such subcontractor of and from any and all causes of action, suits, losses, liabilities, claims and demands, of every kind and nature whatsoever, arising in connection with the performance of any Services and agrees that it will not sue or cause to institute any proceeding in any court or other forum against any such subcontractor with respect to any matter which is released.

Client shall not have any right, claim or interest whatsoever relating to the Services other than those granted by this Agreement. Client acknowledges that execution of any Service Order and its purchase of Services hereunder is not contingent on the delivery of any future functionality or features, nor does any such execution rely on any oral or written, private or public comments made by Selligent respecting future functionality or features.

2.2 Selligent Obligations; License Grant; Limitations and Reservations of Rights. Subject to the terms of this Agreement, Selligent hereby grants Client, within the limits set out in the Sales Order, the non-exclusive, non-transferable, non-sublicensable right to use the Subscription Services ordered under such Sales Order. During the Term, the Service(s) shall perform materially in accordance with its Documentation. Notwithstanding the foregoing, Client acknowledges that timeframes specified in any Service Order are only estimates and that actual performance times will be dependent upon Client's timely provision of accurate and properly-formatted data, feedback and access to key personnel reasonably requested by Selligent from time-to-time. Selligent shall not be accountable for any performance delays caused by Client's failure to timely provide such data, access or feedback required for its performance. In such an event, estimated timetables shall be extended accordingly, and Fees may be increased as a result of such delays.

In addition, Selligent reserves the right to modify, update, upgrade or discontinue features of the Service(s), provided that no functionality of the Service(s) will be materially decreased from those available as of the date of the applicable Service Order.

2.3 Client Obligations. Client shall use the Service(s) solely for its internal business purposes. Client is solely responsible for all activities that occur under Client's user accounts and acknowledges having

been sufficiently informed about the Services and Platform specifications. Client is responsible for the provision and use of the appropriate equipment and if so elected by Client, implementation and other services, needed to connect to and use the Services, including, without limitation, computers, computer operating system and web browser. Client shall ensure that this equipment and/or services complies with the specifications set forth in the Documentation. Further, Client shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Client Data (including its text, audio, images or other content) and shall not store in the Platform any data that is illegal, harmful or offensive to the majority of the public; (b) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service(s) and to notify Selligent promptly of any unauthorized access and/or use of which it becomes aware; (c) comply with Selligent's reasonable instructions and recommendations with respect to the Services; and (d) have sole responsibility for complying with all applicable local, state, federal and foreign laws and regulations governing its use of the Service(s) and Platform. Client shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time-share or otherwise commercially exploit or make the Service(s) available to any third party, other than as contemplated by this Agreement; (b) intentionally interfere with or disrupt the integrity or performance of the Service(s) or the data contained therein; (c) attempt to gain unauthorized access to the Service(s) or their related systems or networks; (d) modify, copy or create derivative works based on the Service(s) or Selligent Technology; (e) create internet "links" to or from the Service(s); or (f) disassemble, reverse engineer, translate or decompile the Service(s) or Selligent Technology (unless, and only to the extent, with respect to the Selligent Technology, this restriction is prohibited by applicable law), or purposefully access it with the intent to (i) build a competitive product or service, (ii) build a product or service providing substantially similar features, functions or graphics of the Service(s), or (iii) copy any features, functions or graphics of the Service(s). Client may not access the Service(s) if Client is a competitor of Selligent and/or any of its Affiliates, except with Selligent's prior written consent. Client may not access the Service(s) for purposes of monitoring its availability, performance or functionality or for any other benchmarking or competitive purpose(s). Signing Party hereby assumes any liability arising out of the performance of itself and all Signing Party's Affiliates relating to this Agreement, such that a breach by any such party, including, but not limited to, any breach of Sections 2, 4, 5, 6, or a violation of the AUP shall be deemed to be a breach by Signing Party.

2.4 Acceptable Use; and Limitations. At all times throughout the Term of this Agreement, Client shall comply with Selligent's Acceptable Use Policy or AUP. The "**Acceptable Use Policy**" or "**AUP**" refers to the required and prohibited actions, policies and practices, with respect to Client's use of the Platform and/or Service(s) created, developed, sold, licensed, delivered, supplied or performed by Selligent under this Agreement. Selligent's Acceptable Use Policy may be updated from time-to-time by Selligent, in its sole discretion, on notice to Client. The AUP is currently available at: <http://www.selligent.com/acceptable-use-policy> Selligent may, in its sole discretion or at the direction of any then-applicable third-party service provider(s), suspend the Service(s), and, as the case may be, IP address(es), due to a violation of the AUP or this Section 2.4 or an actual or reasonably-apparent imminent attack or unauthorized access, until such violation, attack or unauthorized access is remedied. Selligent will use commercially reasonable efforts to provide Client with advanced notice of such suspension. In the event of any such suspension or termination, Client shall not be entitled to any credit, refund or set-off, except for where such suspension is not grounded on legitimate elements.

2.5 Third-Party Providers. Any exchange of data or other interaction between Client and a third-party provider (other than any subcontractor or agent of Selligent under this Agreement), and any purchase by Client of any product or service offered by any third-party provider, is solely between Client and such third-party provider.

2.6 Intellectual Property. Client acknowledges that in providing the Service(s), Selligent uses Selligent's and/or its Affiliates': (a) company name(s), copyright(s), trademark(s), logo(s), domain name(s), the product and service name(s) associated with the Service(s) and other trademarks and

service marks; (b) certain audio and visual information; and (c) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively “**Selligent Technology**”) and that the Selligent Technology is covered by intellectual property rights owned or licensed by Selligent and/or its Affiliates (collectively “**Selligent IP Rights**”). Certain components of the Selligent Technology may be provided by third-party providers and are subject to terms of Specific Terms as may be indicated in an applicable Sales Order. Such third-party components are the intellectual property of the specific providers and, as such, no right, title or interest, other than the right to utilize the Services as described herein, shall vest in Client. Other than as expressly set forth in this Agreement, no right, title, license or any other rights in or to the Selligent Technology or Selligent IP Rights are granted to Client. Any and all such licenses and rights are hereby expressly reserved by Selligent for itself and its Affiliates.

Any and all Client Data shall remain the sole and exclusive property of Client. Client acknowledges and agrees that Selligent may, subject to the terms of its Privacy Policy (available at: <https://www.selligent.com/privacy-policy>) and this Agreement, use Client Data to provide services hereunder. Client hereby grants to Selligent a non-exclusive, non-transferable license to use, perform and display the Client Data during the Term solely to allow Selligent and/or its Affiliates to perform its obligations as stated herein. Selligent may prepare aggregated and anonymized summary statistics incorporating, and based upon, the usage activity, delivery data and other statistics of Client and Selligent’s and its Affiliate’s other clients (“**Benchmarking Statistics**”). Selligent shall own all right, title and license in the Benchmarking Statistics, which it may use in its own research, marketing and other commercial services, offerings or activities.

2.7 Data Protection; Data Breaches. If required under applicable law, Client and Selligent agree to be bound by the DPA, a copy of which is hereby incorporated into this Agreement as Exhibit B. Client agrees that Selligent and/or its Affiliates may, subject to the terms of the DPA, process Client and Consumer Data.

For purposes of this Section, a “breach” means any actual unlawful or unauthorized access, acquisition or use of Consumer Data that compromises the security, privacy or integrity of the Consumer Data. If any Consumer Data that is held by Selligent and/or its Affiliates is breached, Selligent shall utilize commercially reasonable efforts to: (a) provide Client written notice of such breach no later than three (3) business days from the date it obtains actual or constructive knowledge of the breach; and (b) take commercially reasonable steps designed to mitigate all known causes of the breach. In the event of a breach as defined in this Section or any other occurrence of any other event regarding Consumer Data resulting from Selligent’s failure to comply with applicable law or with the provisions of this Section that requires notification under applicable law, Selligent agrees, subject to the limits set forth in Section 7 of this SSA, to provide reasonable assistance in providing any required notice to affected individuals in accordance with any applicable law.

3. Fees & Payment.

3.1 Fees. Client shall pay all “Fees” specified in all executed Service Orders hereunder in accordance with the terms and conditions set forth herein. Except as otherwise provided in a Service Order, all Fees are quoted in United States Dollars (“**USD**”). Except as provided for in Sections 2.4, 6.2, 9.3 and 9.5 of this SSA, all Fees are non-refundable.

3.2 Invoicing & Payment. Unless agreed to otherwise in a specific Service Order, and any all Fees for the Service(s) will be invoiced by Selligent net thirty (30) calendar days in accordance with the terms

in the applicable Service Order and shall be payable, by Client, annually in advance; and payable via automated clearing house payment (“ACH”) or wire transfer in accordance with the terms herein. Client shall maintain complete and accurate billing and contact information for the Service(s) with Selligent at all times, and shall update such information periodically, as needed.

3.3 Overdue Payments. Any payment(s) not received from Client by the due date may accrue late charges at the rate of 0.5% 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. Upon two (2) business days’ notice, Selligent may suspend any Service that is unpaid as and when due and will notify Client of such suspension by e-mail. Signing Party shall be liable for any unpaid Fees of its Affiliates, who have executed a Service Order under this Agreement.

3.4 Taxes. Unless otherwise stated, Fees specified on a Service Order do not include any local, state, federal or foreign taxes or duties of any nature (“Taxes”). Client shall be responsible for paying all Taxes, excluding any Taxes based on Selligent’s or its Affiliates income. If Selligent or any of its Affiliates has the legal obligation to pay or collect Taxes in any jurisdiction, Client shall be responsible for such Taxes and the appropriate amount shall be invoiced to and paid by Client, unless Client provides to Selligent a valid tax exemption certificate authorized by the appropriate taxing authority.

4. Confidentiality.

4.1 Definition of Confidential Information. As used herein, “Confidential Information” is any information of a party (“Disclosing Party”) disclosed by or on behalf of the Disclosing Party to the other (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (including pricing and other terms reflected in all Service Order(s)), the Service(s), the Selligent Technology, business and marketing plans, trade secrets, technology and technical information, product designs, methods, processes, code, data, inventions, apparatus, statistics, programs, research, development, information technology, network designs, passwords, sign-on codes, usage data, Documentation, and the terms of this Agreement. Confidential Information shall not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach by any third party of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; (d) is incorporated into Benchmarking Statistics; or (e) is received from a third party without breach of any confidentiality obligation.

4.2 Confidentiality. The Receiving Party shall not disclose or use Confidential Information of the Disclosing Party for any purpose other than to perform its obligations and/or exercise its rights under this Agreement, except with Disclosing Party’s prior written permission.

4.3 Protection. During the Term of this Agreement, and for a period of three (3) years from the termination thereof, each party agrees to (a) use at least the same care and precaution in protecting such Confidential Information as the Receiving Party uses to protect its own Confidential Information, and in no event use not less than a commercially reasonable standard of care to protect Disclosing Party’s Confidential Information disclosed hereunder; (b) not use Disclosing Party’s Confidential Information other than as necessary to perform its obligations under and in accordance with this Agreement; (c) not disclose the Confidential Information to any other third party except as provided herein or as authorized by the Disclosing Party in writing; and (d) disclose Disclosing Party’s Confidential Information to its authorized employees, agents, Affiliates and/or consultants (each, a

“**Representative**”) on a “need-to-know” basis only, provided that each Representative is bound by obligations of confidentiality and usage and restrictions against disclosure substantially similar to those contained herein. Each Receiving Party shall be liable for the breach by any of its Representatives of such Representatives’ confidentiality obligations hereunder.

4.4 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall (a) provide the Disclosing Party with reasonable prior written notice of such compelled disclosure (to the extent legally permitted); (b) provide the Disclosing Party with reasonable assistance and cooperation, at Disclosing Party’s cost, if the Disclosing Party wishes to contest or limit the disclosure; and (c) only disclose that Confidential Information necessary to comply with such subpoena or order as determined by counsel at Disclosing Party’s reasonable cost.

4.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

4.6 Return of Confidential Information. Upon the written request of Disclosing Party at any time throughout the Term or upon expiration or termination of this Agreement, Receiving Party shall at its option, and if legally permissible, return or destroy (and certify such destruction in a signed writing) all Confidential Information of Disclosing Party, including all copies thereof, whether in physical or electronic form; provided, however, that Selligent and its Affiliates may retain an archival set of its working papers and a copy of Client’s Confidential Information for ensuring compliance with applicable laws, regulations and professional standards regarding documentation of work performed under this Agreement. To the extent that it is impracticable to return or destroy any Confidential Information, and with respect to any information retained for archival purposes, Receiving Party shall continue to maintain the confidentiality of such information in accordance with this Agreement for as long as such information is retained.

5. Warranties & Disclaimers.

5.1 Mutual Warranties. Each party warrants that it (i) has the legal power to enter into this Agreement; and (ii) is authorized to perform its obligations under this Agreement.

5.2 Selligent Warranties. Selligent warrants that it will provide the Service(s) in a workmanlike manner consistent with general industry standards reasonably applicable to the provision thereof. Subject to maintenance and downtime contemplated in the SLA, if Client notifies Selligent in writing, within thirty (30) calendar days of receipt thereof, of the failure of any unaltered version of any Deliverables specified in an applicable Statement of Work or any Subscription Services ordered in a Sales Order, to perform as described in any Documentation or set forth in an applicable Statement of Work (“**Error(s)**”), Client’s sole remedy and Selligent’s sole liability with respect to the noted Errors in the unaltered versions of such Deliverables or Subscription Services, shall be to attempt to correct those Errors. Should any Errors contained within any of the Deliverables or with respect to any Subscription Services result from a denial of services attack, or from Client’s, or any third party’s actions, alterations, modifications or adjustments to the same, Selligent may, in its sole discretion, attempt to correct those Errors, on a time and materials basis at its then-current rates.

5.3 Client Warranties. Client warrants that: (a) Client owns or otherwise has the right to use any Client Data, Consumer Data, software, systems or materials provided by or on behalf of Client to Selligent or any of its Affiliates in performing any Services hereunder; (b) Client Data and Consumer Data do not, and will not, contain any data or materials that infringe upon the intellectual property rights of a third party, or that Client knows to be inaccurate; (c) Client has obtained the necessary authorizations to permit Selligent and its Affiliates to access any third-party data, software, systems and materials to provide any Services requested under an applicable Service Order; (d) Client's use of the Platform and Services will at all times throughout the Term of this Agreement comply with the terms of this Agreement; and (e) Client's use of the Services, Deliverables and any outputs or results obtained therefrom do not and will not violate any applicable law, rule or regulation, including, without limitation, export, privacy, anti-discrimination or anti-trust laws or any proprietary or contract right of any third party.

5.4 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLIGENT MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. SELLIGENT HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6. Indemnification.

6.1 Mutual Indemnification. Each party (the "**Indemnifying Party**") will indemnify, defend and hold harmless the other party and its affiliates, subsidiaries, permitted successors in interests and assigns and its and their respective officers, directors, employees, and agents, from and against any and all third-party claims, actions, demands or lawsuits arising out of performance of this Agreement ("**Claim(s)**"), and any resulting judgments, damages, liabilities, fines, penalties, losses, costs and expenses (including reasonable attorneys' fees) or any amounts paid in settlement thereof subject to the conditions herein, to the extent arising out of or relating to:

- a. the gross negligence or willful misconduct of the Indemnifying Party; or
- b. any act or omission by the Indemnifying Party that results in personal injury or death.

6.2 Indemnification by Selligent. Subject to this Agreement and the limitations set forth in Section 7 of this SSA, Selligent shall defend, indemnify and hold Client and its permitted successors in interests and assigns (collectively, the "**Client Indemnified Parties**") harmless against any loss or damage incurred in connection with any Claims brought against any Client Indemnified Party (a) alleging that the use of the Service(s) as contemplated hereunder infringes any third-party patents(s), copyright(s) or trademark(s) registered in the United States, as of the Effective Date of Service Order No. 1, or misappropriates such third party(ies)'s trade secret(s), or (b) for any damages, penalties and fines resulting solely from Selligent's failure to comply with applicable law or with the provisions of Section 4 of this SSA; further provided, that Client (x) promptly gives written notice of the Claim to Selligent; provided, that failure to give such notice shall not operate as a waiver of Client's rights hereunder to the extent that delay in giving notice does not materially prejudice Selligent's ability to fulfill its obligations under this Section; (y) gives Selligent sole control of the defense and settlement of the Claim; and (z) provides to Selligent, at Selligent's cost, all reasonable assistance. Selligent's obligations under this Section shall not apply if the alleged infringement or misappropriation is based on any Client Data or results from use of the Services in conjunction with any other platform, product or service, unlicensed activities, or use of the Services in violation of this Agreement by Client or its Users. Selligent's obligations under this Section shall be Client's sole remedy for any of the above infringement, misappropriation and data breach claims and actions.

Selligent may agree on any settlement; provided, that Selligent will not enter into or agree to any settlement that imposes any obligation on Client without Client's prior written consent and will not admit liability on behalf of Client. Client may also choose to participate in the defense of such Claims at Client's sole cost and expense. Selligent shall keep Client advised of the status of the Claim and will consider in good faith recommendations made by Client with respect to the Claim.

In the event a Claim under this Section is made or in Selligent's reasonable opinion is likely to be made, Selligent may, at its sole option and expense: (i) procure for Client the right to continue using the Services under the terms of this Agreement; (ii) replace or modify the Services to be non-infringing; or (iii) if the foregoing options are not reasonably available, terminate this Agreement and refund to Client all prepaid, unused Fees.

6.3 Indemnification by Client. Client shall defend, indemnify and hold Selligent, its Affiliates and each of their respective officers, directors, employees, agents, permitted successors in interests and assigns (collectively, the "**Selligent Indemnified Parties**") harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with Claims brought against any Selligent Indemnified Party (a) arising in connection with any breach of Section 5.3 of this SSA; or (b) alleging that the Client Data or Client's illegal or unauthorized use of the Service(s) infringes the rights of, or has otherwise harmed, a third party; provided, that Selligent (x) promptly gives written notice of the Claim to Client; provided further, that failure to give such notice shall not operate as a waiver of Client's rights hereunder to the extent that delay in giving notice does not materially prejudice Client's ability to fulfill its obligations under this Section; (y) gives Client sole control of the defense and settlement of the Claim; and (z) provides to Client, at Client's cost, all reasonable assistance.

Client may agree on any settlement; provided, that Client will not enter into or agree to any settlement that imposes any obligation on Selligent without Selligent's prior written consent. Client will not admit liability on behalf of Selligent. Selligent may also choose to participate in the defense of such Claims at Selligent's sole cost and expense. Client shall keep Selligent informed of the status of the Claim and will consider in good faith recommendations made by Selligent with respect to the Claim.

7. Limitation of Liability.

7.1 Limitation of Liability. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 6.1 AND 6.3(b) OF THIS SSA, OR IN THE EVENT OF CLIENT'S VIOLATION OF SECTIONS 2.3 OR 2.4 OF THIS SSA, IN NO EVENT SHALL 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 LESSER OF: (I) THE NON-BREACHING PARTY'S ACTUAL DIRECT DAMAGES; OR (II) THE AGGREGATE AMOUNTS PAID AND PAYABLE BY CLIENT TO SELLIGENT IN THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY.

7.2 Exclusion of Consequential and Related Damages. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 6.1 AND 6.3(b) OF THIS SSA, OR IN THE EVENT OF CLIENT'S VIOLATION OF SECTIONS 2.3 OR 2.4 OF THIS SSA, IN NO EVENT SHALL EITHER PARTY, NOR SELLIGENT'S SUBCONTRACTOR(S), HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS (EXCLUDING ANY FEES OWED TO SELLIGENT BY CLIENT UNDER THIS AGREEMENT), REVENUES, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, GOODWILL OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (COLLECTIVELY, "**INDIRECT DAMAGES**") HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY,

WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS SECTION SHALL NOT BE CONSTRUED TO PROHIBIT A SELLIGENT CLAIM FOR DAMAGES BASED ON ANY ALLEGATION OF A BREACH OF SECTIONS 2.3-2.4, 2.6, 4 OR 5.3(d) OF THIS SSA RELATING TO THE USE OF SELLIGENT TECHNOLOGY OR CLIENT DATA, WHICH THE PARTIES ACKNOWLEDGE ARE DIRECT, AND NOT INDIRECT DAMAGES.

8. Commercial Reference.

Client agrees that Selligent may use Client's name, tradename(s), trademark(s) and/or logo(s) in as a commercial reference, and/or in a client list identifying all or a material representation of Selligent's or its Affiliates clients. In addition, Client agrees to participate in the development of at least one (1) case study and/or white paper for publication on Selligent's website and/or other media outlets, and Client agrees to serve as a commercial reference client and to provide a testimonial for Selligent and its Services. Selligent agrees not to alter the name, tradename(s), trademark(s) or logo(s) of Client for any such commercial reference, list, whitepaper or testimonial, nor to state or imply any endorsement of Selligent by Client without the express written permission of Client.

9. Term & Termination.

9.1 Term of Agreement. This Agreement shall take effect on the effective date of Service Order No. 1 ("**Effective Date**") and shall remain in force so long as there is at least one (1) active Service Order in place, unless earlier terminated in accordance with this Section (collectively, including all applicable renewals pursuant to this Section, the "Term"). Each Service shall be sold in a minimum of one (1) year increments. All Sales Orders will automatically renew at the end of each term for an additional term of the same duration, unless either party gives the other notice of non-renewal at least ninety (90) calendar days before the end of the then-current term. Renewals will automatically apply to all Services listed in any applicable Service Order.

9.2 Termination for Cause.

- a. A party may terminate this Agreement for cause: (i) upon thirty (30) calendar days' written notice of a material breach (other than non-payment) to the other party if such breach remains uncured at the expiration of such period; or (ii) with immediate effect by giving written notice to the other party, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership or liquidation or makes an assignment for the benefit of creditors. During any such cure period, Selligent reserves the right to deactivate Client's passwords and/or login credentials and/or to block access to the Services, whereby the Fees will remain due for the period during which access was blocked and/or passwords and log-ins were deactivate, and Client will be solely responsible for any and all consequences resulting from such blocking and/or deactivation, without recourse against Selligent or any third-party service provider.
- b. Selligent may terminate this Agreement and/or any applicable Services upon five (5) business days' written notice of a failure to pay any amount due hereunder, if such failure remains uncured at the expiration of such period.
- c. Selligent may terminate this Agreement with immediate effect upon written notice if, at any time, Client becomes or is acquired by a competitor of Selligent's or any of its Affiliates'.
- d. Selligent shall have the right to terminate this Agreement with immediate effect upon written notice to Client for any singular material violation of the AUP that risks the safety, security or

reputation of any network, person or entity, or for repeated violations of the AUP resulting in burdensome administration for Selligent or the then-applicable third-party service provider(s).

9.3 Termination for Failure to Meet the Platform Availability Objective. Client may terminate the Agreement if Platform Availability Objective, as defined and provided for the SLA, results in Selligent's failure to meet the Service Levels, as defined in the SLA, for three (3) consecutive months. Should Client elect to terminate the Agreement under this Section, Client must provide written notice to Selligent of its intent to terminate within thirty (30) calendar days of the end of the third month in which the failure to meet the Service Level occurred; otherwise, Client waives this right of termination for the applicable period. In the event of such termination, Selligent's sole exposure and liability shall be to refund to Client any prepaid but unused Fees remaining on Client's account, if any.

9.4 Effects of Termination. On termination of this Agreement for any reason, (a) all licenses granted under this Agreement shall immediately terminate, and Client shall immediately cease all use of the Services and/or the Documentation; and (b) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination, shall not be affected or prejudiced.

9.5 Outstanding Fees. Termination shall not relieve Client of its obligation to pay any Fees accrued and/or payable prior to the effective date of termination; provided, that in the event of the premature termination of the Agreement pursuant to Section 9.2(a) of this SSA due to Selligent's uncured material breach, Selligent will reimburse Client the portion of any Fees that have been paid in advance by Client and cover the period during which the Services have not been provided.

9.6 Return of Client Data. Client Data may be retrieved by Client from the Platform at any time during the term of this Agreement. Upon specific written request by Client made at the latest ten (10) business days prior to the effective date of any termination or the expiration of this Agreement, Selligent may return Client Data to Client through FTPS or SFTP. All complaints relating to the return of the data must be notified to Selligent in writing within ten (10) working days of the return, failing which all rights whatsoever will be null and void. The data shall be returned in a format that can be run on standard database systems. Client shall be invoiced for the costs related to such return at Selligent's then current billing rates for such services, subject to a cap of one thousand US Dollars (\$1,000 USD). After termination of the Agreement, Selligent shall have no obligation to maintain or provide Client Data and shall thereafter, delete all Client Data in its systems or otherwise in its possession or control.

9.7 Transition Assistance Commencing sixty (60) calendar days prior to the expiration of this Agreement or any Service Order thereof, or commencing upon any notice of termination of the Agreement or Service Order, as applicable (except for a termination for cause by Selligent pursuant to Section 9.2 of this SSA), Selligent shall provide to Client termination assistance and migration services to facilitate Client's orderly transition from the software and/or Services to Client's alternate service provider as designated by Client ("**Transition Assistance**"). Such Transition Assistance will be provided to Client on a time and materials basis, at Selligent's then current billing rates for such services.

9.8 Surviving Provisions. The provisions which by their nature should survive termination of this Agreement shall survive termination of this Agreement, in accordance with their respective terms (as and if applicable).

10. Selligent Cortex: Send-Time Optimization. As indicated in Client's Sales Order, Selligent Cortex: Send-Time Optimization ("STO") is included as part of the Subscription Service's Base services. The terms of this Section 10 shall apply to Client's use of STO.

10.1 Definitions. Unless otherwise defined herein, any defined term shall have the meaning ascribed to it below

- **"Public Cloud", "Google App Engine", or "Google Kubernetes Engine"**, as the case may be, refers to Google's cloud storage and computing capacity offered by Selligent to Client as part of the STO designed to track audience behavior.
- **"Private Cloud"** refers to Selligent's storage and computing capacity offered as part of the STO Services.

10.2 Data Storage. Consumer Data stored in the Private Cloud are hosted within the United States. Consumer Data stored in the Public Cloud are hosted within the United States but may be stored transiently or cached in any country in which Google or its agents maintain facilities in accordance with the service specific terms of Google App Engine and Google Kubernetes Engine (<https://cloud.google.com/terms/service-terms>). By using STO, Client acknowledges and agrees to the processing and storage of Consumer Data in the Public Cloud in accordance with Google's Data Processing and Security Terms (<https://cloud.google.com/terms/data-processingterms>).

Should Client export (or give Selligent instructions to export) to the Public Cloud any Consumer Data considered as personal data under applicable data protection law and hosted by default in the Private Cloud, Client shall assume full responsibility for such export and ensure beforehand that all obligations owed as data controller have been followed or otherwise adhered to. Selligent shall not bear any liability related thereto.

10.3 STO-Specific Terms and Conditions. Client acknowledges that STO rely partly on services provided by Google at the time of ordering the Service(s), and shall adhere to the Google Cloud Platform Acceptable Use Policy (<https://developers.google.com/cloud/terms/aup?hl=en-EN>), as amended from time-to-time, which is hereby incorporated by reference as part of the SSA. Client further acknowledges that any subcontractor of Selligent for the provision of STO, including but not limited to Google, may request that Selligent change or update the terms and conditions for its own clients using STO, including Client. Selligent will promptly notify Client of any such changes or updates to the terms and conditions. Any such changes or updates will become effective fifteen (15) days after such notification has been given. During this fifteen (15) day period, Client has the right to terminate STO, by providing written notice to Selligent. Upon receipt of such notice, STO will be terminated immediately, whereas all remaining aspects of the Services shall remain in full force and effect. Following this fifteen (15) day period, if not such notice is received by Selligent, the updated terms and conditions will be considered part of the SSA and Client shall abide by such terms.

If Client or Client Data violate this SSA or any subcontractors' terms and conditions, including Google's acceptable use policy, or in case of any unauthorized access to STO, Selligent reserves the right to immediately suspend access to or the use of STO, and/or to remove the violative Client Data. Notwithstanding the limitations set forth in the Agreement, Client shall indemnify, defend and hold Selligent and its subcontractors harmless from and against any and all liabilities, damages, and costs, including settlement costs and reasonable attorney's fees, arising out of any third-party claims based on such violation(s).

10.4 STO-Specific Warranties. SELLIGENT OFFERS NO WARRANTIES ON STO, AND THE SLA IS NOT APPLICABLE TO CLIENT'S USE OF STO OR ITS USE OF THE PUBLIC CLOUD. For any issue encountered with the Public Cloud, Selligent will provide commercially reasonable support efforts and Client will use the reporting channels set out in the SLA to report any such issues to the Selligent Support Team.

Client acknowledges that Selligent and its subcontractors are not responsible or liable for the deletion of, or failure to store any, Client Data and other communications maintained or transmitted through Client's use of the Public Cloud.

10.5 Termination and/or Suspension. In the event that any agreements between Selligent and its subcontractor(s) for STO terminate or become suspended, for whatever reason, the Parties agree that STO will automatically terminate or be suspended, as the case may be. Selligent cannot guarantee any notice period but will inform Client as soon as possible in the event that STO is terminated or suspended.

10.6 Further Applicability. Should Client purchase, through an applicable Service Order any or all of: Selligent Site, Selligent Cortex: Smart Content, or Selligent Cortex: Smart Audiences, then the provisions of this Section 10 shall also apply to Client's use of such Optional Subscription Services.

10.7 Reservation of Rights. Selligent reserves the right to update the terms of this Section 10 from time-to-time, as may be necessary to adapt to changes in the provision of STO, Selligent Site, Selligent Cortex: Smart Content, or Selligent Cortex: Smart Audiences to Client, upon notice to Client.

11. General Provisions.

11.1 Nature of Relationship. Client and Selligent understand, acknowledge and agree that they are independent contractors, and nothing in this Agreement is intended to create a partnership, agency, fiduciary, joint venture or employment relationship.

11.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to subject matter hereof and supersedes all prior or simultaneous agreements, discussions, negotiations and statements, written or oral.

11.3 Other Documents. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Client may use in connection with a Service Order or the purchase of any Services will have any effect on the rights, duties or obligations of the parties hereunder, or otherwise modify, this Agreement, regardless of any failure of Selligent or its Affiliates to object to any such terms, provisions or conditions. Except and only to the extent provided in Sections 6.2, 9.2, 9.3 and/or 11.12 of this SSA or under the SLA, Service Orders are non-cancelable, non-refundable and non-returnable.

11.4 Governing Law; Venue. This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the internal laws of the State of California, USA, without reference to conflict of laws principles. The parties hereby submit and consent to the personal and exclusive jurisdiction of courts located in the County of Santa Clara, State of California. The rights and obligations of the parties under this Agreement shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods; rather, such rights and obligations shall

be governed by and construed under the internal laws of the State of California, including its Uniform Commercial Code. Any claim before a court in connection with this Agreement may only be initiated by either signatory, within one (1) year of the date on which the facts giving rise to such claim are known or should have been known by the claimant.

11.5 Export Control. Each party warrants that it will comply with the Export Administration Regulations and other United States laws and regulations governing exports in effect from time to time.

11.6 Foreign Corrupt Practices Act. Under the U.S. Foreign Corrupt Practices Act and Selligent's policies regarding foreign business practices, Client and its employees and agents shall not directly or indirectly make an offer, payment or promise to pay or authorize payment or offer a gift or promise to give or authorize the giving of anything of value for the purpose of influencing an act or decision of an official of any government or the U.S. Government (including a decision not to act) or inducing such a person to use his influence to affect any such governmental act or decision in order to assist Client in obtaining, retaining or directing any such business.

11.7 Government Approvals. Client warrants to the best of its knowledge that no consent, approval or authorization of, or designation, declaration or filing with, any governmental authority is required in connection with the valid execution, delivery and performance of this Agreement.

11.8 U.S. Government Licensees. If Client is a United States government agency or orders a Service pursuant to a government contract or with government funds, then as defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, all Service(s) provided in connection with this Agreement are "commercial items," "commercial computer software" and/or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the US government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. Client shall ensure that each copy used or possessed by or for the United States government is labeled to reflect the foregoing.

11.9 Force Majeure. Neither party shall incur any liability to the other for any failure to perform any of its obligations under this Agreement to the extent such failure is caused by events, occurrences, or causes beyond its reasonable control and without any negligence on the part of the party seeking protection under this Section 11.9. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, or explosions (each a "**Force Majeure Event**"). The inability to meet financial obligations is expressly excluded from consideration as Force Majeure Event. Each party shall use commercially reasonable endeavors to minimize and reduce any period of delay caused by any Force Majeure Event. In the event the Force Majeure Event continues for a period longer than thirty (30) days, then either party shall be entitled to terminate this Agreement upon written notice, with no further obligation owed by such party to the other party in respect thereof subsequent to such date of termination.

11.10 Audit. Upon thirty (30) calendar days' prior written notice, not more than once per calendar year during the Term, and subject to any confidentiality obligations owing to any third parties, Selligent shall make available such financial and technical records to permit Client to verify Selligent's compliance with the terms of this Agreement. Client will conduct any audits in a way to avoid unreasonable interference with Selligent's or its Affiliate's normal business operations and in accordance with the terms of Section 3 of the SLA.

11.11 Compliance. Client acknowledges the Service(s) may include a monitoring component to track usage and agrees not to impede, disable or otherwise undermine such monitoring component's operation or its transmission of data to Selligent or any of its Affiliates.

11.12 Successors and Assigns; Assignment. The parties acknowledge that the licenses granted hereunder are personal to Client. Except as provided for elsewhere in this Agreement, neither this Agreement nor any rights or obligations of either Party arising hereunder may be assigned or transferred without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. If a Party provides a commercially reasonable basis for withholding consent to an assignment under this Section 11.12, said non-consenting Party may terminate this Agreement upon ninety (90) calendar days prior written notice to the other Party. Notwithstanding the foregoing, each party may assign this Agreement in connection with a merger, reorganization, or sale of all or substantially all of the assets of the assigning party or sale of sufficient stock to constitute a change of control. This Agreement shall be binding on the parties' respective successors and permitted assigns.

11.13 Amendment; Severability. This Agreement may be amended or supplemented only in a writing signed by duly authorized representatives of both parties. If any provision of this Agreement is held invalid or unenforceable for any reason, the remaining provisions shall continue in full force without being impaired. Client and Selligent shall replace any invalid provision with a valid one that most closely approximates the intent and economic effect of the invalid provision.

11.14 Waiver; Cumulative Remedies. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Except as otherwise set forth in this SSA, failure, neglect or delay by a party to enforce the provisions of this Agreement, or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under this Agreement and shall not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

11.15 Feedback/Reviews. Client agrees that Selligent, its Affiliates or any of their or its agents, may freely use, disclose, reproduce, license, distribute or otherwise exploit in any manner any feedback, comments, reviews or suggestions Client or its Users may post in any forums or otherwise provide to Selligent or its Affiliates about the Services and software without any obligation to Client or its Users, without restrictions of any kind (including on account of any intellectual property rights) and without any obligation of compensation to Client, its Users and/or any third party.

11.16 Non-Solicitation. During the Term and for a period of six (6) months after its expiration, neither party shall, directly or indirectly, solicit any current employee of the other party who has directly participated in the performance of this Agreement. In the event of a breach of this Section, the non-defaulting party may, within thirty (30) calendar days following its written notice of such breach, claim from the defaulting party compensation in the amount of twelve (12) months of the applicable employee's most recent compensation rate as an employee of the non-defaulting party. The foregoing shall not apply to individuals hired as a result of the use of an independent employment agency (so long as the agency was not directed to solicit a particular individual) or as a result of the use of a general solicitation (such as a newspaper advertisement or digital posting) not specifically directed to employees of the other party.

11.17 Notices. Any notice required or permitted under this Agreement must be in writing and be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, return receipt requested or (c) sent by reputable overnight courier, in each case properly posted and fully prepaid to the address of the applicable party identified herein as of the Effective Date or to such other address of such party as may be later designated in writing in accordance with this Section. Notices shall be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above or one (1) day after delivery to an overnight air courier service. E-mail notice may be given to noticed e-mail addresses and are effective on dispatch, provided one of the above methods is also initiated on such same date. Client must notify Selligent of any changes to its Client contact, accounts payable and authorized support contact information, within seven (7) calendar days of any change thereto.

11.18 Construction; Titles and Subtitles; Counterparts. In this Agreement, unless it says otherwise: (a) reference to a person includes a legal person (such as a limited company) as well as a natural person; (b) reference to “including” shall be treated as being by way of example and shall not limit the general applicability of any preceding words; (c) reference to any legislation shall be to that legislation as amended, extended or re-enacted from time to time and to any subordinate provision made under that legislation; (d) reference to one party giving notice to the other party shall mean notice in writing; (e) references to clauses or schedules shall be to those in this Agreement; and (f) the titles and subtitles are used for convenience only and shall not be considered in construing or interpreting this Agreement. This Agreement will be executed via execution of a Service Order in duplicate counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and both of which together shall constitute the same instrument.

11.19 Exhibits. The following documents (if applicable) shall be distributed separately to Client by Selligent and incorporated herein by reference as specified below:

Applicable to all Clients:

- [Exhibit A: Support and Service Level Agreement](#)
- [Exhibit B: Data Processing Agreement](#)

Applicable if such Service(s) are so ordered by Client in a Service Order:

- [Exhibit C: Selligent CI Specific Terms](#)
- [Exhibit D: Selligent SMS Specific Terms](#)
- [Exhibit E: Location Based Messages Specific Terms](#)
- [Exhibit F: Decisioning Hub Specific Terms](#)

11.20 Third-Party Beneficiaries. Except as set forth in Section 2.1 of this SSA and for the indemnified parties set forth in Sections 6.1, 6.2 and 6.3 of this SSA, who shall have the right to enforce their respective rights thereunder, there are no third-party beneficiaries under this Agreement.

11.21 Electronic Signature. The parties agree to the execution of any Service Order using electronic signatures. The parties agree, to the extent necessary, that such signatures will be regarded as an

original of the document. The parties agree to use a third-party electronic signature platform designated by Selligent; provided, that such platform conforms with any applicable framework, regulation or legislation applicable to electronic signatures.

Archived Terms & Conditions

[Selligent Marketing Cloud – Subscription and Services Agreement – North America \(11/01/2019 – 01/29/2020\)](#)

[Selligent Marketing Cloud - SSA \(NA\) - Exhibit A \(Support and Service Level Agreement\) - 11/01/2019 – 01/29/2020](#)

[Selligent Marketing Cloud - SSA \(NA\) - Exhibit B \(Data Processing Agreement\) - 11/01/2019 – 01/29/2020](#)

[Selligent Marketing Cloud - SSA \(NA\) - Exhibit C \(Selligent CI Specific Terms\) - 11/01/2019 – 01/29/2020](#)

[Selligent Marketing Cloud - SSA \(NA\) - Exhibit D \(Selligent SMS Specific Terms\) - 11/01/2019 – 01/29/2020](#)

[Selligent Marketing Cloud - SSA \(NA\) - Exhibit E \(Location Based Messages Specific Terms\) - 11/01/2019 – 01/29/2020](#)

[Selligent Marketing Cloud - SSA \(NA\) - Exhibit F \(Decisioning Hub Specific Terms\) - 11/01/2019 – 01/29/2020](#)

[Selligent Marketing Cloud – Subscription and Services Agreement – North America \(02/01/2019 – 10/31/2019\)](#)

[Selligent Marketing Cloud - SSA \(NA\) - Exhibit B \(Data Processing Agreement\) \(02/01/2019 – 10/31/2019\)](#)

[Selligent Marketing Cloud – Subscription and Services Agreement – North America \(07/01/2018 – 01/31/2019\)](#)

[Selligent Marketing Cloud – Subscription and Services Agreement – North America \(02/08/2018 – 06/30/2018\)](#)

