

These terms and conditions (the "Terms") apply to the Services provided by Teridion, Inc. or Teridion Technologies, LTD ("Teridion") as set forth in the Order Form signed by Customer and Teridion. Capitalized terms utilized but not defined in the Terms are defined in the Order Form.

1. **SERVICES** The Order Form sets forth (a) the Teridion services to be provided ("Services"), (b) the period during which Customer has rights to the Services ("Subscription Period"), and (c) the applicable fees for the Services ("Subscription Fees"). Teridion grants to Customer a limited, non-transferable, non-exclusive and non-sublicensable right and license, during the Subscription Period, to use the Services solely for Customer's internal business purpose. Upon receipt of the Subscription Fee, Teridion will provide Customer access to the Teridion network so Customer may access the Services.

2. **SUPPORT AND SERVICE LEVEL STANDARDS** During the Subscription Period, Teridion will use commercially reasonable efforts to: (a) provide the Services and (b) meet service level standards as described in the Teridion Services and Service Levels available at <http://www.teridion.com/legal> (which is incorporated into the Terms by reference).

3. **FEES AND PAYMENT TERMS** Customer will pay to Teridion or, if Customer purchase Services from an authorized reseller of Teridion, to such authorized reseller the Subscription Fees, which do not include taxes. The Subscription Fees are made up of (a) the fixed annual or monthly payment that is due and payable in advance, and (b) any additional traffic fee, which is due and payable on a monthly basis in arrears. Payments made to Teridion, unless Teridion states otherwise, must be made in U.S. Dollars and by wire transfer to the bank specified on the Teridion Invoice. Payment terms are net 30 from date of invoice. Notwithstanding any terms to the contrary, (a) Teridion, at its sole discretion, may modify its pricing during any Subscription Period, and such modifications will be effective as of the directly subsequent Subscription Period provided such changes were made at least thirty (30) days before the end of such Subscription Period, and (b) Teridion will not issue refunds for Subscription Fees paid unless such agreement is made on a specific Order Form. Customer is responsible for, and will pay all applicable sales and similar taxes on the Services.

4. **TERM, TERMINATION AND EFFECTS OF TERMINATION** Unless terminated as set forth in the Terms or on the Order Form, the term of these Terms will be the Subscription Period, and thereafter the Terms will automatically renew for successive periods equivalent to the Subscription Period (each a "Renewal") unless either party terminates this Agreement with no less than 60 days advance written notice prior to the close of the then-current term. Either party may terminate the Terms for cause if the other party breaches the Terms and does not remedy such failure within 30 days after receiving written notice of such breach. Further, Teridion may suspend use of the Services (or any portion thereof) without liability if required by law. Upon

any termination of the Terms, (a) all rights and licenses granted to Customer under the Terms will immediately terminate, and (b) Customer will immediately pay to Teridion all amounts due and payable up to the effective date of the Terms' termination. Notwithstanding any terms to the contrary, this sentence and Sections 3, 5, 6 and 7 will survive any termination of the Terms.

5. INTELLECTUAL AND OTHER PROPERTY RIGHTS Integration, design, development, operational and/or other professional services (if requested and agreed to) will be set forth in a separate mutually agreed upon statement of work and incorporate the Terms. Notwithstanding any terms to the contrary, any feedback Customer provides to Teridion regarding the Services or Teridion constitutes Teridion's confidential information and may not be disclosed to any third party, and Teridion is free to use and otherwise exploit such feedback without obligation or restriction of any kind. As between Customer and Teridion, Customer owns all right, title and interest in and to the data and information, provided by Customer to Teridion or to which Teridion has access as a result of performing the Services ("Customer Material"), and any and all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing ("Intellectual Property Rights") embodied in the Customer Material (collectively, the "Customer IP"), however Customer grants to Teridion a non-exclusive right and license, during the Subscription Period(s), to access and use the Customer Material so as to provide the Services. Teridion will not use the Customer Material for any other purpose, and will not disclose any Customer Material to any third party without Customer's consent. Customer represents and warrants that Customer owns all rights in and to the Customer Material or has the valid legal right to grant Teridion access to and use of the Customer Material in order to provide the Services. As between Customer and Teridion and subject to Section 1, Teridion owns all right, title and interest in and to the Services (and any and all modifications to or derivative works of the Services), and any and all Intellectual Property Rights embodied in the foregoing (collectively, the "Teridion IP"). Each party reserves all rights not expressly granted in the Terms, and neither party grants a license to the other, whether by implication, estoppel or otherwise, except as expressly set forth in the Terms. Except as expressly authorized by the Terms, Customer may not (a) modify, disclose, alter, translate or create derivative works of the Services (or any components thereof), (b) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Services (or any components thereof), (c) disassemble, decompile or reverse engineer the software components of the Services (except to the extent and for the express purposes authorized by applicable laws), (d) use the Services to store or transmit any viruses, software routines or other code designed to permit unauthorized access, to disable, erase or otherwise harm software, hardware or data, (e) copy, frame or mirror any part of the Services, (f) build a competitive product or service, (g) knowingly interfere with or disrupt the integrity or performance of the Services, (h) attempt to gain unauthorized access to the Services or their related systems or networks, (i) disclose to any third party any performance

information or analysis relating to the Services, (j) disclose to any third party any terms or conditions of the Terms (including, the Order Form), (k) develop, promote, market, offer to sell, sell, license or distribute, directly or indirectly, a product or service that competes with the Services (or any portion thereof), or (l) knowingly permit or otherwise allow anyone to do any of the foregoing.

6. **PRIVACY AND DATA PROTECTION** For the purpose of this section: (a) "Customer Data" means any data that is provided by Customer to Teridion through the Services or processed by Teridion on behalf of Customer. (b) "Personal Data" means any data that can or may be used whether alone or in combination with other information in order to identify a single person. Accordingly, Personal Data could include data that directly identifies an individual and data that can single out an individual. (c) "Data Protection Legislation" means all data protection and privacy laws applicable to the processing of Personal Data. Customer acknowledges that Teridion's access to Customer Data is limited to the metadata associated with Teridion's routing and transmission of encrypted Customer Data. Customer acknowledges that Teridion will have no access to the content of the traffic it routes, and will not access or store the contents of any traffic, including any Personal Data, it routes. Customer (and not Teridion) will be solely responsible to comply with any obligations under the applicable Data Protection Legislation. Customer undertakes and agrees that all Customer Data which is processed by Teridion on behalf of Customer, is collected, processed and transferred by the Customer to Teridion in accordance with the relevant provisions of the applicable Data Protection Legislation. Customer further undertakes that Customer Data has been collected and transferred by it fairly and lawfully, pursuant to any applicable Data Protection Legislation, and that it has informed data subjects of the processing and transfer of Personal Data pursuant to the Terms and obtained the relevant consent thereto.

7. **DISCLAIMER, INDEMNITY AND LIMITATION OF LIABILITY EXCEPT FOR THE SERVICE LEVEL STANDARDS, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND TERIDION DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE TERMS, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT TERIDION KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE), AND WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE. TERIDION DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL BE ACCURATE OR MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.**

Each party ("Indemnifying Party") will defend the other ("Indemnified Party") from and against any and all third party claims, suits, actions or proceedings (each a "Claim"), and indemnify the Indemnified Party from any related damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees, costs, penalties, interest and disbursements) that are awarded by a court of competent jurisdiction or included in a settlement approved, in advance and in writing, by the Indemnifying Party resulting from or arising in connection with the Indemnifying Party's intellectual property (Teridion IP or Customer IP), provided that the Indemnified Party (i) gives prompt notice of the Claim to the Indemnifying Party; (ii) grants sole control of the Claim's defense (including, but not limited to, the right to select counsel) and settlement to the Indemnifying Party (except that the Indemnified Party's prior written approval will be required for any settlement that reasonably can be expected to require an affirmative obligation of or result in any ongoing liability to the Indemnified Party); and (iii) reasonably cooperates with the Indemnifying Party and, at Indemnifying Party's request and expense, assists in the Claim's defense or settlement. IN NO EVENT WILL TERIDION BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR RELATED TO THE TERMS, THE TERIDION IP OR ANY THIRD-PARTY SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY), EVEN IF TERIDION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL TERIDION'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE TERMS EXCEED THE SUBSCRIPTION FEES PAID TO TERIDION FOR THE SUBSCRIPTION PERIOD DURING WHICH THE DAMAGES FIRST AROSE. NOTWITHSTANDING ANY TERMS TO THE CONTRARY, (A) SERVICE CREDITS ARE THE SOLE AND EXCLUSIVE REMEDY FOR ANY SERVICE LEVEL STANDARDS FAILURE, AND (B) TERIDION WILL NOT BE LIABLE FOR ANY DISCLOSURE OF, UNAUTHORIZED USE OF AND/OR UNAUTHORIZED ACCESS TO ANY DATA UNLESS SUCH DISCLOSURE, UNAUTHORIZED USE OF AND/OR UNAUTHORIZED ACCESS SOLELY AND DIRECTLY RESULTS FROM TERIDION'S FAILURE TO MEET THE TERIDION SECURITY REQUIREMENTS. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THE TERMS.

8. MISCELLANEOUS The Terms (including the Order Form(s), Exhibits, and all other terms and conditions incorporated into the Terms by reference) set forth the parties' entire agreement between Customer and Teridion with regard to the services to be provided by Teridion to Customer and supersedes all prior agreements, understandings, statements, proposals, and

representations, whether written or oral, between the parties. The rights and obligations of the parties shall be governed by, and the Terms will be construed and enforced in accordance with, the Laws of the State of California, excluding its conflict of laws rules to the extent such rules would apply the Law of another jurisdiction. The parties consent to the jurisdiction of all federal and state courts in California, and agree that venue shall lie exclusively in San Francisco County, California. Customer acknowledges and agrees that Teridion may monitor, collect, use and store anonymous and aggregate statistics regarding use of the Services and/or any individuals/entities that interact with the Services. Neither party will, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner or partner of the other party, and the relationship between the parties will only be that of independent contractors. Customer must not assign, delegate or transfer (by sale, merger, operation of law or otherwise) the Terms or any right, title, interest or obligation hereunder without Teridion's prior written consent. Any attempted or purported assignment, delegation or transfer in violation of the foregoing will be null and void and without effect. Teridion may assign the Terms without Customer's prior written consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Except for payments due under the Terms, neither party will be responsible for any failure to perform or delay attributable, in whole or in part, to any cause beyond its reasonable control, including, but not limited to, acts of God (fire, storm, floods, earthquakes, etc.), disruption of telecommunications, interruption or termination of service by any service providers, or any malicious or unlawful acts of any third party (each a "Force Majeure Event"). Terabyte ("TB") means 1,099,511,627,776 bytes, or 1,024 Gigabytes (GB). Gigabyte ("GB") means 1,073,741,824 bytes. Customer consents to Teridion's use of Customer's name and logo on Teridion's site and Teridion's marketing materials identifying Customer as a Services user, and the issuance of a press release identifying Customer as a Services user. The Terms may only be amended, modified, or supplemented by an instrument in writing specifically identifying the Terms and signed by the authorized representatives of each party. If any provision of the Terms is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other provisions will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions the Terms contemplate is not affected in an adverse manner to any party. Upon such determination that any provision is invalid, illegal or incapable of being enforced, the parties will negotiate in good faith to modify the Terms to affect the parties' original intent as closely as possible, with the purpose of fulfilling the transactions the Terms contemplate.

EXHIBIT A SECURITY REQUIREMENTS

1. Administrative

- a. **Screening** – Teridion will conduct appropriate screening of new employees. Teridion will require all personnel to sign confidentiality agreements.
- b. **Who can access the Teridion System** – Teridion will allow access to the System used to provide the Services only by Teridion employees who are members of the DevOps, Engineering and Sales Engineering teams of Teridion (collectively, the ‘Engineering Teams’). The Engineering teams are responsible for the 24x7 operational overlay networks of the Customer. Part of the training for each engineer includes deep understanding of the strict security requirements of Teridion network as a whole and the Teridion System components in particular as well as obligations of confidentiality regarding Customer Confidential Information, including Customer Data.

2. Technical

- a. **Data encryption** – Customer Data passing between the nodes of Teridion network used to provide the Services and the Teridion Curated Routing System is encrypted using cryptographic algorithms.

5. Security Breach.

- a. **Definition of Security Breach.** “Security Breach” means the actual or suspected unauthorized acquisition, destruction, loss, misappropriation or access to, disclosure, use or modification of the Customer Data.
- b. **Notification of Security Breach.** Teridion will notify Customer in accordance with and as permitted by applicable law of any actual or suspected security breach of any Customer Data following discovery of a Security Breach.
- c. **Investigation of Security Breach.** Teridion will:
 - investigate each Security Breach in collaboration with affected Customer(s) as appropriate;
 - take steps to limit, stop or otherwise remedy the Security Breach; and
 - implement appropriate internal technical and procedural controls to reduce the likelihood of a recurrence of a Security Breach.

EXHIBIT C INSURANCE

Teridion shall at its own cost and expense, acquire and maintain the following insurance coverage with insurers having an A.M. Best rating of at least A- VII or better:

1. Worker's Compensation Insurance or similar local scheme in accordance with the statutory requirements of the state(s) or country in which service is to be performed. Such policy will provide coverage in the event any employee of Teridion sustains a compensable accidental injury while on work assignment with Customer. The insurer for Teridion will be responsible for the Workers' Compensation benefits due such injured employee;
2. Employers' Liability Insurance in the amount of \$1,000,000 each employee by accident, \$1,000,000 each employee by disease and \$1,000,000 aggregate by disease with benefits afforded under the laws of the state or country in which the services are to be performed;
3. Commercial General Liability insurance written on an occurrence form, including but not limited to premises-operations, property damage, products/completed operations, contractual liability, personal and advertising injury, liquor liability if applicable and liability assumed under an insured contract, with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and \$1,000,000 Products/Completed Operations aggregate;
4. Commercial Automobile Liability Insurance, including hired, borrowed and non-owned automobile coverage, in the amount of \$1,000,000 combined single limit each occurrence;
5. Umbrella Liability on a follow form basis, with limits of \$2 million per occurrence and aggregate in excess of the limits in 2. 3., and 4. above; and
6. Professional Liability/Errors & Omissions (E&O) with limits of \$3 million per claim and aggregate. Such policy shall include but not be limited to coverage for liability arising out of wrongful acts while providing the professional services under this contract. Such policy shall also include Privacy and Security insurance to cover civil, regulatory and statutory damages including notification expenses as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information.