TERMS AND CONDITIONS

1. SERVICES AND SUPPORT

1.1 In consideration of and subject to payment of the fees and marketing obligations listed herein and on the applicable Order Form (the "Fees") and subject to full compliance with all the terms and conditions of this Agreement, Sourceress will provide Customer the Services selected in the Order Form.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 This is a contract for Services and no license is granted thereto. Subject to Customer's compliance with the terms of Sections 2, Section 3 and Section 4, Sourceress grants to Customer, for the term of this Agreement, a right to receive the Services and a right to reproduce and distribute internally within Customer's business during the Service Term, and for Customer's internal use only (and only in accordance with any applicable documentation), the documentation and data provided to Customer by Sourceress (the "Sourceress Data"). Customer will not (and will not allow any third party to), directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services (or any underlying software, documentation or data related to the Services); modify, translate, or create derivative works based on the Services or any underlying software; or copy (except for archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services or any underlying software; use the Services or any underlying software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

2.2 Customer represents, covenants, and warrants that Customer will access and use the Services only in compliance with Sourceress's standard access and security policies then in effect and made available to Customer.

2.3 Except as permitted by law, neither party shall acquire hereunder any right to use the name or logo of the other party or any part thereof. Any such use shall require the express written consent of the owner party. Notwithstanding, Sourceress shall be permitted to list Customer's name and logo in its list of customers on its website and in its marketing materials.

3. CONFIDENTIALITY

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Notwithstanding the foregoing, nothing (except the Services and underlying software, algorithms and information embodied therein) will be considered "Proprietary Information" of the Disclosing Party unless either it is or was disclosed in tangible or written form and is conspicuously marked "Confidential", "Proprietary" (or the like) at the time of disclosure or it is identified as confidential or proprietary at the time of disclosure and is delivered in the appropriately marked form within 30 days of disclosure.

3.2 The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except as expressly permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after three years following the disclosure thereof (except the Services and underlying software, algorithms and information embodied therein which shall remain confidential indefinitely) or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it without restriction on disclosure prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required by law. In the performance of the Services, Sourceress is expressly authorized to collect general user data and report on aggregate measures of the Services' performance, provided that the user data is anonymized and no personally identifying information of the Customer or its users is revealed.

3.3 Any suggestions, comments or other feedback provided by a party to the other in connection with this Agreement, including with respect to the Services (collectively, "Feedback") is and will be treated as the recipient's Confidential Information. Further, the recipient will be free to use, disclose, reproduce, license, distribute and otherwise exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of Intellectual Property Rights (as defined below) or otherwise.

4. OWNERSHIP, DATA & DATA SECURITY

4.1 As between Sourceress and Customer, Sourceress owns all right, title and interest in and to the Sourceress Services, and any and all related Intellectual Property Rights. "Intellectual Property Rights" means any and all patents, copyrights, moral rights,

trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction in the world, including any applications and registrations for any of the foregoing. Each party reserves all rights not expressly granted in this Agreement, and no licenses are granted by a party to the other party under this Agreement, whether by implication, estoppel or otherwise, except as set forth in this Agreement.

4.2   Customer must provide any notices and obtain any consents related to use of the Services. Sourceress reserves the right to provide the Services from locations, and/or through use of subcontractors, worldwide.

4.3   Sourceress will take reasonable technical and organizational measures designed to keep the Sourceress Data and the Product Data (as defined below) secure and to protect it against accidental loss or unlawful destruction, alteration, disclosure or access.

4.4   To create meaningful analytics, and as otherwise provided in this Section 4.4, Sourceress may collect, compile and aggregate transactional and output data based on the Services activity originating from the Customer applications ("Product Data"). Sourceress agrees that it may only use Product Data in the following manner: (i) Sourceress may retain a copy of the Product Data as necessary to comply with applicable law, (ii) Sourceress may use the Product Data for the purpose of providing and improving the Services, and (iii) Sourceress may use the Product Data solely in aggregate, non-identifiable form (i.e., not identifying Customer or any end user) for Sourceress's legitimate business purposes, provided that Sourceress may not at any time disclose Product Data in a form that identifies Customer and/or any end user of a Customer application to a third party without the prior written authorization of Customer.

5.   PAYMENT OF FEES

5.1   Customer will pay Sourceress the Fees for the Services as listed on the applicable Order Form. Sourceress reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the then-current term, upon 30 days' prior notice to Customer (which may be sent by email). All fees due under the Agreement are non-cancelable and the sums paid nonrefundable.

5.2   If Customer believes that Sourceress has billed Customer incorrectly, Customer must contact Sourceress no later than 60 days after the closing date on the first billing statement in which the alleged error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Sourceress's customer support department.

5.3   Sourceress may choose to bill through an invoice, in which case full payment for invoices issued in any given month must be received by Sourceress 30 days after the mailing date of the invoice, or the Services may be terminated. Unpaid invoices are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Sourceress's net income.

6.   TERM; TERMINATION

6.1   The term of this Agreement begins on Effective Date and will remain in effect for the service term (the "Initial Term"). Thereafter, the Initial Term will automatically be renewed for successive one-year renewal terms from the end of the Initial Term unless Customer or Sourceress provides written notice of its intent not to renew no later than 60 days prior to the end of the current Term (each, a "Renewal Term"). The Initial Term and any Renewal Term are collectively referred to as the "Term."

6.2   Either party may terminate this Agreement on written notice, effective immediately upon a breach of any material term of this Agreement by the other party, if the non-breaching party has given written notice of the breach and the other party failed to cure the breach within 10 days of such written notice of breach being delivered or deemed delivered. If this Agreement is terminated as a result of a material breach by Customer, Customer will pay in full all remaining Fees payable through the remainder of the Term.

6.3   In the circumstance that Customer has breached a material term of the Agreement, instead of terminating the Agreement pursuant to Section 6.2 above, Sourceress may suspend the provision of any or all of the Services to Customer for a period of up to 60 days. At any time during that period, Sourceress may terminate the Agreement.

6.4   Termination (which includes expiration or non-renewal) of this Agreement shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer under any order form.

6.5   The parties' rights and obligations under Sections 2 ("Restrictions and Responsibilities"), 3 ("Confidentiality"), 4 ("Ownership, Data and Data Security"), 5 ("Payment of Fees"), 8 ("Indemnification"), 9 ("Disclaimer"), 10 ("Limitation of Liability"), and 11 ("Miscellaneous") shall survive termination.

7.   REPRESENTATIONS AND WARRANTIES

7.1   The parties each warrant and represent to the other party that: (i) it has the corporate power and authority to grant the rights and any licenses granted herein and perform the obligations to which it commits herein; (ii) this Agreement is valid, binding and enforceable against it in accordance with its terms; and (iii) it shall comply with all applicable laws, regulations, governmental rules and guidance, and court orders, in the performance of this Agreement; (iv) it will abide by all of the restrictions, covenants, and obligations set forth in this Agreement; and (v) it will maintain and comply with its published privacy policy , and collect, use and disclose all personal information in accordance with its published privacy policy. No party approval of any material submitted by the other party will relieve the submitting party's responsibility under this Agreement.

8.   INDEMNIFICATION

8.1   Sourceress agrees, at its own expense, to indemnify, defend Customer and hold Customer harmless against any suit, claim, or proceeding brought against Customer alleging that the use of Services in accordance with this Agreement infringes any U.S. copyright, U.S. trademark or U.S. patent, provided that Customer (i) promptly notifies Sourceress in writing of any such suit, claim or proceeding, (ii) allows Sourceress, at Sourceress's own expense, to direct the defense of such suit, claim or proceeding, (iii) gives Sourceress all information and assistance necessary to defend such suit, claim or proceeding, and (iv) does not enter into any settlement of any such suit, claim or proceeding without Sourceress's written consent. The foregoing obligations do not apply with respect to the Services or portions or components thereof (w) used other than in accordance with this Agreement, (x) not supplied by Sourceress, (y) made in whole or in part in accordance to Customer specifications, (z) combined with other products, processes or materials where the alleged infringement would not have occurred without such combination. This section states Sourceress's entire liability and Customer's exclusive remedy for infringement or misappropriation of intellectual property of a third party.

8.2   Customer hereby agrees, at its own expense, to indemnify, defend and hold harmless Sourceress against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any demand, claim, action, suit or proceeding that arises from an alleged violation of Sections 2.1 to 2.3, or otherwise from Customer's use of Services excluded from Sourceress's aforementioned indemnity obligations in the second to last sentence of Section 8.1, above.

9.   DISCLAIMER

SOURCERESS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR MEET CUSTOMER'S REQUIREMENTS; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7, SOURCERESS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10.   LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, NEITHER PARTY SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS OR PROFITS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO SOURCERESS FOR THE APPLICABLE SERVICES UNDER THIS AGREEMENT OR RELATING TO ANY SUBJECT MATTER OF THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING TYPES OF LOSSES OR DAMAGES. CUSTOMER ACKNOWLEDGES THAT AN INTERRUPTION IN SERVICE(S) DUE TO CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF SOURCERESS, SUCH AS A FAILURE OF TELECOMMUNICATIONS OR NETWORK SYSTEMS NOT CONTROLLED BY SOURCERESS, SHALL NOT BE CONSIDERED A SERVICE OUTAGE OR SERVICE DEFICIENCY FOR PURPOSES OF ANY REMEDY PROVIDED IN THIS AGREEMENT.

11.   MISCELLANEOUS

If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement will remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon any determination that any provision is invalid, illegal, or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible and in an acceptable manner so that the transactions contemplated in this Agreement are fulfilled. This Agreement is not assignable, transferable or sublicensable by Customer except with Sourceress's prior written consent. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the

parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed on behalf of both parties by their duly authorized representatives, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind or attempt to bind Sourceress in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. The parties agree that any material breach of Section 2, 3 or 4 will cause irreparable injury and that injunctive relief in a court of competent jurisdiction will be appropriate to prevent an initial or continuing breach of Section 2, 3 or 4 in additional to any other relief to which the owner of such Proprietary Information may be entitled. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Any action or proceeding arising from or relating to this Agreement must be brought in a federal court in the Northern District of California, or in a state court in San Francisco, California, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. This Agreement may be executed in one or more counterparts (including via PDF or other electronic format), each of which shall be deemed an original but all of which together shall constitute but one agreement.