

BAZAARVOICE, INC.
RETAIL SAMPLING TERMS OF USE

LAST UPDATED – FEBRUARY 9, 2018

You accept and agree to be bound by the terms and conditions in the Retail Sampling Terms of Use (“Agreement”). This Agreement govern your relationship with Bazaarvoice, Inc. (“**Bazaarvoice**”) as it pertains to your use of the Retail Sampling Services. This Agreement operates as an Addendum to the Master Agreement, or similar-type document, that governs your relationship with Bazaarvoice. Each party represents and warrants that it has read and understands all of the provisions of this Agreement. You must accept this Agreement before you can receive any Services (as defined, below). If you are entering this Agreement on behalf of a company or other legal entity, you represent and warrant that you have authority to bind such entity to this Agreement, in which case the terms “you” or “your” refer to such entity.

1. SERVICES

1.1 Provision of Services. Subject to the terms and conditions of this Agreement, including without limitation your payment of all of the undisputed fees due, Bazaarvoice will provide you with sampling operational services (“**Services**”), for the retail sponsor (“**Retail Sponsor**”) you’ve specify in your order form (“**Order**”). You may not use the Services in violation of the terms of this Agreement.

1.2 Bazaarvoice’s Responsibility. Bazaarvoice will engage the Retail Sponsor’s community of opted-in consumers who meet the eligibility requirements to sample your product(s). Bazaarvoice will provide you with the delivery address needed to package and deliver the product samples (“**Fulfillment File**”). Bazaarvoice will manage communications between you and the consumer sampling your products.

1.3 Your Responsibility. You are responsible for the packaging and delivery of the product samples (“**Product**”) to consumers. Furthermore, you warrant the following:

- (i) none of your Products will be in violation of any applicable laws;
- (ii) the Product will be provided to consumers at no cost or any other incentive other than the sample product; and
- (iii) none of the your Products will contain any subject matter which will, or is likely to, give rise to any actions based on any of the following: libel, slander, defamation, or unfair product comparison; indecent, false, misleading or deceptive conduct or advertising; the infringement of any rights (including Intellectual Property rights) of any third party; the infringement of any moral rights of any third party; or infringement of any relevant privacy laws.
- (iv) You will not use the information contained in the Fulfillment File for any purpose outside the Services and that the information in the Fulfillment File will be deleted when its use is no longer required. .

2. FEES AND PAYMENT

2.1 Fees. By accepting this Agreement and providing or designating a payment method, you authorize Bazaarvoice to charge you the agreed upon rate. All fees are shown, and must be paid, in U.S. dollars. Fees exclude all taxes, if applicable. You are responsible for any taxes that you are obligated to pay or that Bazaarvoice may collect from you in connection with your use of the Service. The billing address you provide during registration will be used to determine if purchase is subject to taxation.

3. PROPRIETARY RIGHTS

3.1 User Generated Content. All User Generated Content (e.g. Reviews) submitted by consumers in response to receiving the Product will be owned by the Retail Sponsor. Retail Sponsor will display the User Generated Content on their website(s).

4. Units

4.1 Unit Expiration. Each Order expires 3 months from the date the Order is placed. Units expire at the end of the Term and are non-refundable. If additional units are needed during a Order period, you may contact Bazaarvoice and enter into additional Orders. An Order is considered complete upon the earlier of request of units specified in the Order, or the expiration of the Service Term.