

BAZAARVOICE, INC.
BRAND EDGE MASTER AGREEMENT

By signing the Bazaarvoice statement of work, service addendum, service order or similar-type document, you accept and agree to be bound by the terms and conditions in this Agreement (collectively the “**Agreement**”). The Agreement governs your relationship with Bazaarvoice, Inc. (“**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 fees due, Bazaarvoice will make commercially reasonable efforts to collect reviews on your behalf through the emails you provide and display them on the specified retailer site(s) included in your registration. Bazaarvoice will provide services through the Bazaarvoice platform (“**Services**”).

1.2 Authenticity. You and Bazaarvoice shall comply with the terms of Bazaarvoice's Authenticity Policy which can be found at www.bazaarvoice.com/legal/authenticity-policy.

1.3 Account Protection. In the event that you become aware that the security of your login information has been compromised or breached, you must deactivate such account or change the account's login credentials. Additionally, you shall promptly deactivate the account or change the login credentials for any individual (e.g., former employee) that no longer is authorized by you to access the Services.

1.4 Assistance. You shall provide Bazaarvoice with all information and assistance as reasonably requested and required for Bazaarvoice to activate and operate the Services. Failure to provide necessary assistance will not exempt or limit your payment of all fees due.

1.5 Legacy Content. Bazaarvoice does not accept the import of content collected prior to this Agreement.

1.6 TryIt Community Sampling. In the event you utilize our TryIt Community Sampling Services, the parties agree to comply with terms and conditions in Exhibit A.

2. PROPRIETARY RIGHTS

2.1 Service Ownership; License; Retained Rights. Bazaarvoice owns all right, title, and interest in and to the Services, including, without limitation, all modifications, improvements, upgrades, derivative works, and feedback related thereto and all intellectual property rights therein. Bazaarvoice grants you a limited, revocable, royalty-free, non-exclusive, non-transferable license to use the Services for the term of the applicable Service Order. You acknowledge that the rights granted under this Agreement do not provide you with title to or ownership of the Services, but only a right to use the Services subject to and under the terms and conditions of this Agreement. All rights not expressly granted to you hereunder are reserved by Bazaarvoice.

2.2 Restrictions. Unless otherwise permitted in writing by Bazaarvoice, you may not, and may not knowingly permit any third party to, (i) copy, reproduce, modify, translate, prepare derivative works of, de-compile, reverse engineer, disassemble or otherwise attempt to derive source code from the Services; (ii) use, evaluate or view the Services for the purpose of designing or creating a product or service competitive to Bazaarvoice's products or services; or (iii) resell, use the Services in a service bureau, or provide services for a third party in any manner.

2.3 Data Collection, Ownership, and Use.

2.3.1 User Generated Content. All information submitted by your end users via the Bazaarvoice Services, including actively submitted content and associated transactional information (e.g. date/time stamp) (“**User Generated Content**” or “**UGC**”), as between you and Bazaarvoice, is owned by Bazaarvoice. Bazaarvoice will use UGC as necessary to provide you the Services.

2.3.2 Client Submitted Data. During the term of the Agreement, you grant Bazaarvoice a limited, non-exclusive, royalty-free, revocable, world-wide license to use and disclose, as necessary to provide the Services, any proprietary information provided by you in connection with your use of the Services (e.g. product information included in feeds, transaction detail information such as unit prices and cart values, responses to consumer questions) (“**Client Submitted Data**”). Nothing contained herein shall be construed as granting Bazaarvoice ownership in any Client Submitted Data.

2.3.3 Personally Identifiable Information. Bazaarvoice may collect the following types of data submitted by an end user through the provision of the Services to you: email address, name, phone number, address (“**Personally Identifiable Information**” or “**PII**”). As between Bazaarvoice and you, you own any PII collected from your end users through the Services. You grant Bazaarvoice a limited, non-exclusive, royalty-free, irrevocable, world-wide license to use and disclose PII as necessary to provide and improve the Service. Further, PII will be moderated in accordance with the agreed-upon moderation guidelines.

2.4 Confidential Information. “**Confidential Information**” means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects (i) that the disclosing party identifies as confidential or proprietary; or (ii) that reasonably appears to be confidential or proprietary because of legends or other

markings, the circumstances of disclosure, or the nature of the information itself. You acknowledge that the Services, the terms of this Agreement and any Services Order, and any other proprietary or confidential information provided to you by Bazaarvoice constitute valuable proprietary information and trade secrets of Bazaarvoice. Bazaarvoice acknowledges that the Confidential Information you provide to Bazaarvoice constitutes your valuable proprietary information and trade secrets. Each party agrees to preserve the confidential nature of the other party's Confidential Information by retaining and using the Confidential Information in trust and confidence, solely for its use as permitted and in connection with this Agreement, and by using the same degree of protection that such party uses to protect similar proprietary and confidential information, but in no event less than reasonable care. Each party will have the right to seek an injunction (without having to post a bond) to prevent any breach or continued breach of this section. Each receiving party agrees to promptly report any breaches of this section to the disclosing party. Notwithstanding the foregoing, Confidential Information does not include any information which (i) is now, or becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public without breach of this Agreement by the receiving party (e.g. UGC); (ii) was acquired by the receiving party without restriction as to use or disclosure before receiving such information from the disclosing party, as shown by the receiving party's files and records immediately prior to the time of disclosure; (iii) is obtained by the receiving party without restriction as to use or disclosure by a third party authorized to make such disclosure; or (iv) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession.

3. WARRANTY; LIMITATIONS OF LIABILITY; INDEMNITY

3.1 Bazaarvoice Warranty. Bazaarvoice represents and warrants that (i) it has all right, title, and interest necessary to provide the Services to you under the terms set forth in this Agreement and each Service Order; (ii) the Services will perform materially in accordance with the terms of this Agreement; (iii) the Services will not contain any viruses, time bombs or other disabling code; (iv) the Services will comply with all applicable laws, codes, regulations and ordinances in all material respects.

3.2 Your Warranty. You represent and warrant that (i) in relation to the Services, you will comply with all applicable laws, codes, regulations and ordinances in all material respects; (ii) you have any and all consents and authorizations as may be necessary for Bazaarvoice to provide the Services including but not limited to the consent of all recipients of any email list you provide to receive commercial emails and any other type of email sent by Bazaarvoice; (iii) any email list you provide has been scrubbed of any emails on your own commercial email opt-out list; (iv) you will send all review content collected by you or content display provider to Bazaarvoice and will not remove any reviews, nor will you edit, modify, alter any reviews prior to sending them to Bazaarvoice; and (v) you will mark any content that is incentivized or generated by your employees appropriately.

3.3 Warranty Disclaimer. THE SERVICES ARE PROVIDED TO YOU AS IS. EXCEPT AS SET FORTH HEREIN, BAZAARVOICE DISCLAIMS ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS, IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SERVICES OR ANY SUPPORT RELATED THERETO, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, ACCURACY OF DATA, AND WARRANTIES ARISING FROM A COURSE OF DEALING.

3.4 Limitations of Liability. THE LIMITATIONS OF LIABILITY IN SECTIONS 3.4.1 AND 3.4.2 WILL APPLY IRRESPECTIVE OF ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND ALSO APPLY REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH DAMAGES ARE SOUGHT. IN NO EVENT WILL THE LIMITATIONS APPLY TO THE AMOUNTS DUE FOR SERVICES UNDER THE AGREEMENT. BOTH PARTIES SHALL USE REASONABLE EFFORTS TO MITIGATE THE DAMAGES FOR WHICH THE OTHER PARTY IS RESPONSIBLE. HOWEVER, IN NO EVENT WILL THE LIMITATIONS APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

3.4.1 No Special Damages. EXCEPT FOR CLAIMS ARISING OUT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY IS LIABLE TO THE OTHER PARTY FOR ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION ("SPECIAL DAMAGES"), OF ANY PARTY, INCLUDING THIRD PARTIES, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE FOREGOING.

3.4.2 Liability Cap. EXCEPT FOR CLAIMS ARISING OUT OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR SECTION 3.2 - RESTRICTIONS, IN NO EVENT WILL THE TOTAL COLLECTIVE LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT EXCEED THE AGGREGATE FEES PAID OR OWED BY YOU UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT WILL THIS LIMITATION APPLY TO THE AMOUNTS DUE FOR SERVICES UNDER THE AGREEMENT.

3.5 Your Indemnity. You shall indemnify, defend, and hold harmless Bazaarvoice, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees), resulting from any judgment or proceeding, or any settlement agreement, from a third party's claim that arises out of (a) your breach of any applicable laws, regulations, codes or ordinances, including but not limited to privacy law; and (b) arising from a third party's claim that your website on which the Services are provided or any application you develop infringes any trademark, copyright or patent in the United States.

3.6 Bazaarvoice Indemnity. Bazaarvoice shall indemnify, defend, and hold harmless you, your officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees), resulting from any judgment or proceeding, or any settlement agreement, from a third party's claim that arises out

bazaarvoice:

of (a) Bazaarvoice's breach of any applicable laws, regulations, codes or ordinances, including but not limited to privacy law; and (b) arising from a third party's claim that the Services, as provided by Bazaarvoice to you within the scope of this Agreement, infringe any trademark, copyright or patent in the United States. Bazaarvoice has no liability to indemnify a claim of infringement to the extent it arises from: (i) infringing matter supplied or developed by you; (ii) unauthorized modifications or uses of the Services; or (iii) your acts or omissions not in accordance with the terms of this Agreement. If your use of the Services is enjoined or is likely to be enjoined due to a third party claim of infringement for which Bazaarvoice is required to indemnify you under this Agreement then Bazaarvoice may, at its expense and within its sole discretion, do one of the following: (x) procure for you the right to continue using the Services; (y) replace or modify the enjoined Service to make it non-infringing but functionally equivalent; or (z) terminate the enjoined Service and return any fees paid for enjoined Services not yet rendered.

3.6.1 The indemnification obligations set forth in this Section 3.6 are Bazaarvoice's sole and exclusive obligations with respect to any IP claim for which Bazaarvoice has an obligation to indemnify you.

3.7 Indemnification Conditions. The indemnification obligations contained in this Agreement are conditioned upon: (a) notice by the indemnitee to the indemnitor of any claim, action or demand for which indemnity is claimed within five (5) days of the indemnitee receiving notice of such claim (failure to meet this condition does not exempt the indemnitor of its indemnification obligation, except to the extent that failure has materially prejudiced the indemnitor's ability to defend the claim); (b) complete control of the defense and settlement by the indemnitor, provided that no settlement may be made without the consent of the indemnitee, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnitee in the defense as the indemnitor may request. The indemnitee has the right to participate in the defense against the indemnified claims with counsel of its choice and at its own expense but may not confess judgment, admit liability or take any other actions prejudicial to the defense. Further, the indemnitee may not settle an indemnified claim unless the indemnitor has declined to defend.

3.8 Proportional Liability. Each indemnitor's liability to pay or reimburse any indemnified claim is limited to the extent of the indemnitor's proportional contribution. Neither party has any liability to the extent that any losses in conjunction with indemnified claims are attributable to acts or omissions of the other party or its indemnities.

4. FEES, USAGE AND BILLING

4.1 Fees. You shall pay Bazaarvoice the undisputed fees in the currency and as of the date set forth in each Service Order. You shall submit such payments as required in accordance with the payment instructions (e.g. payment address) provided in each invoice. All fees are exclusive of applicable sales, excise, or use taxes. Except for income taxes levied on Bazaarvoice's net income, you shall pay or

reimburse Bazaarvoice for all national, federal, provincial, state, local or other taxes and assessments of any jurisdiction, including sales or use taxes, data processing taxes, royalty taxes and amounts levied in lieu thereof which are legally payable by you for charges set, services performed or to be performed, or payments made or to be made hereunder. You shall not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to Bazaarvoice under this Agreement. This provision shall survive the termination of this Agreement and shall be applicable regardless of the time frame in which the requirement of the payment of such taxes or assessments is asserted (e.g. a deficiency assessment by a taxing authority as a result of an audit after the termination of this Agreement).. Payments are due net thirty (30) days from receipt of invoice unless agreed otherwise by the parties in the applicable Service Order. You will notify Bazaarvoice of any invoice dispute within thirty (30) days of receipt of invoice, at which time the parties will engage in good faith efforts to resolve the dispute.

4.2 Late Payments. Your failure to pay undisputed fees when due constitutes a material breach of this Agreement. If payment is not made within thirty (30) days after the Bazaarvoice invoice due date, Bazaarvoice may, in its sole discretion, choose to do any or all of the following: (i) charge you a late fee on the unpaid balance at the lesser of one percent (1%) per month or the maximum lawful rate permitted by applicable law, rounded to the next highest whole month and compounded monthly, and/or (ii) suspend your access to the Services, during which time you will continue to be charged for any period of suspension. Bazaarvoice's suspension or resumption of the Services does not limit or prevent Bazaarvoice from pursuing all other remedies available.

4.3 Termination for Breach. In addition to any other remedies it may have, if either party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days after written notice from the non-breaching party, the non-breaching party may terminate this Agreement or a specific Service Order upon ten (10) days' written notice. Upon termination of this Agreement or a Service Order due solely to your failure to pay fees, you will pay for the Services that have been rendered through the termination date plus all other charges that would have been due under the remaining term of each affected Service Order, not to exceed twelve (12) months of fees per Service Order. Upon termination of this Agreement or a Service Order due solely to a breach by Bazaarvoice, Bazaarvoice shall refund a pro rata portion of any fees paid for services not yet rendered as of the date of termination, not to exceed twelve (12) months of fees per Service Order.

5. GENERAL

5.1 Independent Contractors. In performing under this Agreement, each party is acting as independent contractor, and in no way are the parties to be construed as partners, joint venturers, or agents of one another in any respect.

bazaarvoice:

5.2 Force Majeure. Neither party will be in default for failing to perform any obligation hereunder, if such failure is caused solely by supervening conditions beyond the parties' respective control, including without limitation acts of God, civil commotion, Third Party Sites, strikes, terrorism, failure of third party networks or the public Internet, power outages, industry-wide labor disputes or governmental demands or restrictions.

5.3 Notice and Delivery. Except as otherwise provided herein, all notices, statements and other documents, and all approvals or consents that any party is required or desires to give to any other party will be given in writing and will be served in person, by express mail, by certified mail, by overnight delivery, by facsimile, or by electronic mail at the respective addresses set forth below, or at such other addresses as may be designated by such party. Delivery will be deemed conclusively made (i) at the time of service, if personally served, (ii) five days after deposit in the United States mail, properly addressed and postage prepaid, if delivered by express mail or certified mail, (iii) upon confirmation of delivery by the private overnight deliverer, if served by overnight delivery, and (iv) at the time of electronic transmission (with successful transmission confirmation). Delivery of a copy of this Agreement, notice, or such other document bearing an original signature, by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

If to Bazaarvoice:
Bazaarvoice, Inc.
10901 Stonelake Blvd.
Austin, Texas 78759
ATTN: Legal
Email: legal@bazaarvoice.com

Notices to you will be addressed to the contact designated in writing by you to Bazaarvoice for your relevant account, and in the case of billing-related notices, to the relevant contact designated by you.

5.4 Miscellaneous. This Agreement is governed by the laws of the State of Texas (excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction). Further, the parties agree that any claim or cause of action under or relating to this Agreement shall be brought in the state or federal courts located in Austin, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. This Agreement, including the exhibits attached hereto, and each Service Order constitutes the entire agreement between the parties regarding the subject matter stated herein, and supersedes all previous communications, representations, understandings, and agreements, either oral, electronic, or written. An amendment to this Agreement is only valid if in writing and acknowledged by an executive or duly-authorized representative of both parties. Nothing contained in any purchase order or other document will in any way modify this Agreement or add any additional terms or conditions. If any provision of this Agreement, or the application thereof, is for any reason and to any extent determined by a court of competent jurisdiction to be invalid or unenforceable under applicable law, a valid provision that most closely matches the intent of the original will be substituted and the remaining provisions of this Agreement will be interpreted so as best to reasonably affect its original intent. No delay or omission by a party to exercise any right or power occurring upon any breach or default by the other party with respect to any of the terms of this Agreement will impair any such right or power or be construed to be a waiver. Any provision of this Agreement, which contemplates performance or observance subsequent to termination or expiration of this Agreement (including, without limitation, confidentiality, limitation of liability and indemnification provisions) survive termination or expiration of this Agreement and continue in full force and effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. If an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this Agreement.

Exhibit A

BAZAARVOICE, INC.

TryIt Community Sampling

Service Overview

TryIt Community Sampling allows clients to accelerate review collection by running products sampling campaigns with the Bazaarvoice TryIt Community.

TryIt Community

The TryIt Community is an online group of engaged consumers who are eligible to receive sample products from participating brands in exchange for their authentic reviews. Community members have an expectation of leaving reviews on each of the products that they sample and risk losing their membership privileges if they fail to review at least 75% of the products they receive.

Bazaarvoice's Responsibility

1. Once you have identified the products that you would like to have sampled, Bazaarvoice will include the products you've selected in campaigns designed to invite Community members to select products they wish to sample.
2. At the end of the campaign, Bazaarvoice will provide you with a fulfillment file that includes the product and shipping information for the items that were selected by the Community members.
3. Once you have shipped the products to the Community members and provided Bazaarvoice with shipping confirmation and tracking information, Bazaarvoice will update the TryIt Community Sampling portal with this information and schedule an email to be sent requesting a review.
4. Upon receiving a review, Bazaarvoice will submit the review through the standard Bazaarvoice moderation process. After the review has passed through moderation, it will be made available for display.

Client's responsibility

1. Identify the products and the quantity of units that you would like offered to Community members for sampling.
2. After your products are selected by Community members, and Bazaarvoice has provided you with a fulfillment file that includes shipping information, you are responsible for packaging and shipping the product samples to the corresponding Community members. In order to maintain an engaged sampling community, it is imperative that the products be shipped promptly. Products should ship no later than 30 days after you receive the fulfillment file.
3. After the products have been shipped, you must provide Bazaarvoice shipping confirmation and tracking information.
4. In regard to the products you ship, you warrant the following:
 - (i) none of your materials or products will be in violation of any applicable laws;
 - (ii) the products will be provided to consumers at no cost;

bazaarvoice:

- (iii) none of the your materials or 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; regulations, licenses, codes or applicable laws regarding the Products.

Response Rate

TryIt Sampling Community members agree to write authentic reviews on a minimum of 75% of the items they receive. Individual community members that fail to leave a review on their first product selections are removed from the program. This ensures that we have an active, engaged community. Bazaarvoice cannot control whether an individual leaves a review, therefore Bazaarvoice makes no warranty that a sampled product will generate a review.

Review Sentiment and Badging

Each member of the TryIt Community is required to leave their authentic opinions on the products they have sampled. Bazaarvoice cannot guarantee that the reviews these members submit will be positive in nature, nor would we effort to do so. Authentic user reviews drive increased confidence for other shoppers when they are making their purchase decisions. Additionally, all reviews that are collected via this program will be badged where they are displayed indicating that the user received a free product in exchange for their honest feedback.

What If My Products Aren't Selected?

Bazaarvoice will include each of your selected sample products in a designated campaign, but Bazaarvoice cannot guarantee that your products will be selected by our TryIt Community members. If there is excess inventory at the end of a campaign, Bazaarvoice may, at its discretion, elect to include the products in a future campaign, at no additional cost. There are no refunds for unclaimed products or for prepaid units that go used during the term of the Agreement.