

# LOCAL PROVIDER TERMS

## BV Local Click-Through Agreement

By clicking agree you agree to be bound by the terms and conditions contained below (the "Agreement"). You represent and warrant that you have read and understand all of the provisions of this Agreement. 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. We may modify this Agreement at any time by notifying you in accordance with Section 6.7. The modified terms will become effective as stated in the notice. By continuing to use the Services after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms.

- Content.** You acknowledge and agree that, as between you and Bazaarvoice, you are responsible for all content you post via the Services (e.g. answering of end user questions).
- 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.
- 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.
- Social Commerce Data.** Bazaarvoice collects certain data (including, for example, anonymous usage statistics) from end users in connection with the provision of the Services which, as between you and Bazaarvoice, you own ("Social Commerce Data"). You grant to Bazaarvoice an unlimited, perpetual, non-exclusive, royalty-free, revocable, world-wide license to use and disclose Social Commerce Data (a) to provide, improve, and monitor the Services and other Bazaarvoice products or services, (b) for statistical, analytical, and other uses including without limitation product research, development, and improvement, (c) for use in Bazaarvoice's online behavioral advertising products, including without limitation for direct retargeting.
- Privacy Policy; Local Provider License.** You represent and warrant that you will (i) maintain a privacy policy that accurately describes the data collection, process and use process on your website including providing notice that data is being used for behavioral advertising by third parties (specifically, Bazaarvoice), (ii) include a link to Bazaarvoice's Privacy Policy or opt-out mechanism on your website accompanied by instructions on how an end user may opt out of Bazaarvoice's persistent third-party cookie(s), and (iii) not alter the Terms of Submission provided by Bazaarvoice the submission form.
- 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: (a) 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; (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; and (b) the Social Commerce Data.
- 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; and (iii) your websites upon which the Services are deployed do not contain any material which is defamatory, promotes illegal activity, or contains hate speech.
- Warranty Disclaimer.** 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.
- Limitations of Liability.** THE LIMITATIONS OF LIABILITY IN IN THIS AGREEMENT 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 ANY 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.
- 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.

11. Liability Cap. EXCEPT FOR CLAIMS ARISING OUT OF SECTION 3 – RESTRICTIONS OR SECTION 12 – YOUR INDEMNITY, IN NO EVENT WILL THE TOTAL COLLECTIVE LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT EXCEED US \$1000.00.
12. 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.
13. Term. This Agreement commences on the date that you agree to it and continues for as long as you are receiving Services. This Agreement automatically terminates in the event there are no active Services for three (3) months. However, the Agreement automatically becomes effective again in the event that a Services are restarted.
14. Revocation, Suspension, Termination. In addition to all other remedies Bazaarvoice may have, in the event that you breach this Agreement, Bazaarvoice may, in its sole discretion, suspend the Services, revoke your access to the Services, or terminate this Agreement.
15. 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.
16. Assignment. Either party may assign this Agreement in connection with a merger, acquisition or sale of all or substantially all of its assets related hereto. Except as expressly stated in this section, neither party may assign its rights or obligations under this Agreement without obtaining the other party's prior written consent. Any assignment in contravention of this subsection is void.
17. 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, any Service Order, 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.  
3900 N. Capital of Texas Highway, Suite 300  
Austin, Texas 78746  
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.

18. 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 duly-authorized representative of both parties. 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.