

BAZAARVOICE, INC.
MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is by and between Bazaarvoice, Inc. ("Bazaarvoice") and the Client identified in the applicable Service Order referencing this Agreement or otherwise using the Services ("Client"). Bazaarvoice and Client, by Client's execution of an applicable Service Order or by use of the Services, hereby agree to the following terms and conditions:

1. DEFINITIONS. For purposes of this Agreement, the below shall have the following meanings:

"Affiliate(s)" means any company, corporation, partnership or other entity, directly or indirectly, controlling, controlled by, or under common control with, Bazaarvoice or Client where "control" is defined as having rights to more than 50% of the equity, ownership or voting rights for such entity.

"Bazaarvoice Data" Bazaarvoice data means any data originally collected on Bazaarvoice-owned sites, including but not limited to UGC as well as data, know-how, and documents provided by Bazaarvoice for the purpose of facilitating the Services.

"Bazaarvoice Network" means Bazaarvoice's entire customer base that has subscribed to Bazaarvoice offerings.

"Client Data" means, collectively, Service Data, and any UGC collected on Client's site. Client-data does not include Bazaarvoice Data or other data first collected by Bazaarvoice Services on social media or third-party sites.

"Confidential Information" means information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. Confidential Information of Bazaarvoice and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Agreement, all trade secrets, software, source code, object code, specifications, documentation, business plans, client lists and other client-related information, financial information, audit reports of any nature, proposals, as well as results of testing and benchmarking of the Services, product roadmap, data, and other information of Bazaarvoice and its licensors relating to or embodied in the Services. Information will not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other.

"Documentation" means documentation that describes the principles of the operation or functionality of the Services found at https://knowledge.bazaarvoice.com/wp-content/knowledge/en_US/Home.html and <https://www.bazaarvoice.com/legal/service-descriptions/>.

"Feedback" means suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client relating to the Services. Feedback does not include any pre-existing intellectual property of the Client.

"Independent Client Activity" means: (i) use of equipment or software by Client not provided by Bazaarvoice; or (ii) negligent acts or omissions or willful misconduct by Client.

"Internet Unavailability" means Client's inability to access, or Bazaarvoice's inability to provide, Services through the Internet due to causes outside of Bazaarvoice direct control, including, but not limited to: (i) failure or unavailability of Internet access; (ii) unauthorized use, theft or operator errors relating to telephone, cable or Internet service provider; (iii) bugs, errors, configuration problems or incompatibility of equipment or services relating to Client's computer or network; or (iv) failure of communications networks or data transmission facilities, including without limitation wireless network interruptions.

"Prohibited Content" means any data that (i) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (ii) violates the rights of others, such as data which infringes on any intellectual property rights or violates

any right of privacy or publicity; (iii) promotes illegal activity, (iv) violates any applicable law; (v) violates the Bazaarvoice Authenticity Policy or (vi) is sensitive data including, but not limited to payment card information, protected health information, and government identification numbers, etc.

“Regulated Industry” means companies subject to specialized government regulation including, but not limited to pharmaceuticals, tobacco and tobacco-related products, alcoholic beverage, dietary supplements, financial services, and medical devices.

“Service Data” means data provided by Client for the purpose of facilitating the Services. Service Data includes but is not limited to, product information included in feeds and transaction detail information such as unit prices and cart values.

“Service Order” means the document(s), regardless of actual name, executed by the parties which incorporates by reference the terms of this Agreement, and describes order-specific information, such as description of Services ordered and fees.

“Services” means the software as a service and other services identified in the Service Order.

“Syndicated Content” is content submitted on third party sites that may be shared on other sites within the Bazaarvoice Network. An example of Syndicated Content is a review submitted on a brand site that may be redisplayed across affiliated retail sites. Syndicated Content does not include any third-party content accessed through “Premium Network Insights” or “Connections” Services.

“User Generated Content” or **“UGC”** means content collected via the Services with the intent of being publicly displayed. UGC includes but is not limited to reviews, ratings, questions, answers, photos, videos, and associated meta data, such as date and time stamp.

2. PURPOSE AND SCOPE

2.1 **Purpose.** This Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Services by Bazaarvoice to Client. Additional terms applicable to specific Services are set forth in the Service Order and shall form part of this Agreement.

2.2 **Incorporation of Service Order.** At any time after execution of the initial Service Order, Client may purchase additional Services or otherwise expand the scope of Services granted under a Service Order, upon mutual execution of a new Service Order.

2.3 **Order of Precedence.** To the extent any terms and conditions of this Agreement conflict with the terms of a Service Order or any other document, the documents shall control in the following order: (i) Service Orders with the latest date(s), (ii) this Agreement and, (iii) any other documents expressly incorporated herein by reference.

3. SERVICES AND USE OF SERVICES

3.1 **Provision of Services.** Subject to Client’s compliance with this Agreement, and Client providing Bazaarvoice with all information and assistance as reasonably requested and required for Bazaarvoice to activate and operate the Services, Bazaarvoice will provide the Services in accordance with the terms of this Agreement, including the Service Levels outlined in Exhibit A and any other terms and conditions included in a Service Order.

3.2 **Security, Back-Ups.** Without limiting Client’s obligations under Section 3.7, Bazaarvoice will implement reasonable and appropriate measures designed to secure Client Data against accidental or unlawful loss, access, or disclosure.

3.3 **Acceptable Use.** Client agrees to use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations, any additional terms of use for Services add-ons, and Bazaarvoice policies, including the terms of the Bazaarvoice Authenticity Policy, which can be found at www.bazaarvoice.com/legal/authenticity-policy. Client will not intentionally procure Prohibited Content through the Services, and Bazaarvoice may remove any Prohibited Content posted or transmitted through the Services without notice to Client. Bazaarvoice may suspend or terminate any user’s access to the Services upon notice if Bazaarvoice reasonably determines that such user has violated the terms of this Agreement.

3.4 Notice of Limited Availability of Services. Bazaarvoice Services cannot be configured to provide Services in a country that requires data to be held in a locale other than the United States or Ireland. If Client deploys Services in a in a country which requires data to be held in a locale other than the United States or Ireland, Bazaarvoice shall not, in relation to such country or countries (i) be responsible for the configuration of the Services; (ii) provide any technical support for Service(s); (iii) guarantee uptime or service levels for any Services, or (iv) assume any liability for the Services. No Services may be deployed by Client in countries or to entities and/or persons in violation of Section 13.7.

3.5 Loyalty, Rewards and Similar Programs. If Client elects to use the Services in conjunction with a third-party loyalty, rewards, contest, sweepstakes or similar program, then Client acknowledges and agrees that it is responsible for ensuring that such program, including without limitation the earning, redemption and expiration of points and rewards, is compliant with all applicable laws, codes, rules and regulations.

3.6 Changes to Services. Client access is limited to the version of the Services in Bazaarvoice's production environment. Bazaarvoice regularly updates the Services and reserves the right to discontinue, add and/or substitute functionally equivalent features in the event of product unavailability, end-of-life, or changes to software requirements. Bazaarvoice will notify Client of any material change to or discontinuance of the Services.

3.7 Security. Client will not: (a) breach or attempt to breach the security of the Services or any network, servers, data, computers or other hardware relating to or used in connection with the Services, or any third party that is hosting or interfacing with any part of the Services; or (b) use or distribute through the Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Services or the operations or assets of any other Client of Bazaarvoice or any third party. Client will comply with the user authentication requirements for use of the Services. Client is solely responsible for monitoring its Affiliates, employees and contractors (Permitted Users) who have access to and use of the Services. Bazaarvoice has no obligation to verify the identity of any person who gains access to the Services by means of a Client's account. Any failure by any Client user to comply with the Agreement will be deemed to be a breach by Client, and Bazaarvoice will not be liable for any damages incurred by Client or any third party resulting from such breach. If there is any compromise in the security of a Client user account or if unauthorized use is suspected or has occurred, Client must immediately take all necessary steps, including providing notice to Bazaarvoice, to effect the termination of suspected account.

4. FEES AND PAYMENT

4.1 Fees. Client shall pay Bazaarvoice the fees in the currency set forth in each Service Order. Client shall submit such payments as required in accordance with the payment instructions provided in each invoice. All fees are exclusive of any applicable taxes. Except for income taxes levied on Bazaarvoice's net income, Client shall pay or reimburse Bazaarvoice for all taxes and assessments of any jurisdiction. Unless otherwise notified, Bazaarvoice will use Client's corporate address as set forth in Service Order to determine if its purchase of Services is subject to taxation. Bazaarvoice may increase annually recurring fees upon 75 days prior written notice. Client agrees the Fees and any subsequent payments to Bazaarvoice are not contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Bazaarvoice regarding future functionality or features.

4.2 Payment. Unless otherwise specified in the Service Order, payment of invoiced fees is due 30 days after the invoice date. Interest accrues on past due balances at the lesser of 1.5% per month or the highest rate allowed by law. Failure to make timely payments is a material breach of the Agreement and Bazaarvoice will be entitled to suspend any or all of its performance obligations hereunder in accordance with the provisions of Section 11.3 and/or to modify the payment terms, and to request full payment before any additional performance is rendered by Bazaarvoice. Client agrees to reimburse Bazaarvoice for all expenses incurred, including interest and reasonable attorney fees, in collecting amounts due to Bazaarvoice hereunder. Client will notify Bazaarvoice of any invoice dispute within thirty (30) days of the date of invoice, at which time the parties will engage in good faith efforts to resolve the dispute.

5. PROPRIETARY RIGHTS

5.1 Service Ownership, Retained Rights. Bazaarvoice and its licensors own all right, title, and interest in and to the Services and Bazaarvoice Data, including, without limitation, all modifications, improvements, upgrades, derivative works, and Feedback or any other materials related thereto and all intellectual property rights therein. Client does not acquire

any right, title, or interest in or to the Services. Client's right to use the Services is non-transferable, non-exclusive and limited to use for its internal business purposes and only for the duration of the applicable Service Order. The rights granted herein extend to Permitted Users who have access to and use the Services on behalf of the Client. The Client shall remain liable and responsible for all acts and omissions of Permitted Users and shall procure that each party abides by the Agreement.

5.2 **Restrictions.** Client may not itself, nor through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Services or Bazaarvoice Data; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Services, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Services to any unapproved third-party, including but not limited to any third party for the purpose of creating an unauthorized import or syndication of content; (iv) write or develop any derivative works based upon the Services; (v) modify, adapt, tamper with or otherwise make any changes to the Services or any part thereof; (vi) obliterate, alter, or remove any proprietary or intellectual property notices from the Services; (vii) create Internet "links" to or from the Services, or "frame" or "mirror" any content, (viii) use the Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (ix) disclose or publish, without Bazaarvoice's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Services; or (x) otherwise use or copy the same except as expressly permitted herein.

6. DATA OWNERSHIP AND USE

6.1 **Client Data.** As between Bazaarvoice and Client, Client owns all Client Data. Nothing contained herein shall be construed as granting Bazaarvoice ownership in any Client Data.

6.2 **Bazaarvoice Data.** As between Bazaarvoice and Client, Bazaarvoice owns all Bazaarvoice Data. .

6.3 **License.** Client grants Bazaarvoice a limited, non-exclusive, royalty-free, irrevocable, world-wide license to use Client Data as necessary to provide, improve, monitor and develop the Services for the duration of the Agreement, and an irrevocable license to use Client UGC for analytics purposes in perpetuity. Unless it has been aggregated or anonymized any Client Data not publicly displayed will be disclosed only as necessary to provide the Services.

If Client receives Bazaarvoice Data through the Services, Bazaarvoice grants Client a limited, worldwide, non-exclusive, royalty-free right and license to use the Bazaarvoice Data for the duration of the applicable Service Order. Client is expressly prohibited from modifying any words, sentences or editorials of such Bazaarvoice Data. Subject to the above, Client shall not use the Bazaarvoice Data for any reason other than the display of content unless express written permission is obtained from Bazaarvoice to use the Bazaarvoice Data.

Except as provided for in 6.4, as between Bazaarvoice and Client, neither party shall acquire any ownership or usage rights for content first collected from third-party sites.

6.4 **Syndicated Content.** If Client receives Syndicated Content through Bazaarvoice, Client is granted a limited, non-exclusive, royalty-free, revocable, world-wide license solely to display Syndicated Content on Client's website for the duration of the applicable Service Order. It is understood that the Bazaarvoice Network is subject to variation and change. Client may not use Syndicated Content for any other purpose. Syndicated Content is owned by the party who originally collected it and that party may revoke licenses to use or display that content at-will.

6.5 **Confidential Information.** All Confidential Information disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. Bazaarvoice may disclose Client's Confidential Information on a need-to-know basis to its subcontractors who are providing all or part of the Services. Bazaarvoice may use Client's Confidential Information solely as provided for under this Agreement. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary

to comply with any law, rule, regulation or ruling applicable to it, and (b) as required to respond to any summons or subpoena or in connection with any litigation, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, the receiving party may retain information for regulatory purposes or in back-up files, provided that the receiving party's confidentiality obligations hereunder continue to apply. The obligations of Bazaarvoice set forth in this Section 6.5 will not apply to any Feedback in connection with any present or future Bazaarvoice product or service, and, accordingly, neither Bazaarvoice nor any of its clients or business partners will have any obligation or liability to Client with respect to any use or disclosure of such information.

7. WARRANTY

7.1 **Bazaarvoice Warranty.** Bazaarvoice represents and warrants that Services, as updated by Bazaarvoice, and used in accordance with the Documentation, will perform substantially in accordance with the Documentation under normal use and circumstances and that the Services will be performed in a manner consistent with general industry standards reasonably applicable to the provision thereof. Bazaarvoice is not responsible for any claimed breach of any warranty set forth in this Section caused by: (i) modifications made to the Services by anyone other than Bazaarvoice; (ii) the combination, operation or use of the hosted Bazaarvoice Software with any items not provided by Bazaarvoice; (iii) Bazaarvoice's adherence to Client's specifications or instructions; (iv) errors caused by or related to Internet Unavailability or Independent Client Activity; or (v) Client deviating from the Service operating procedures described in the Documentation. For any breach of a warranty above, Client's exclusive remedies are those described in section 11.4 below.

7.2 **Client's Warranty.** Client represents and warrants Client has any and all consents and authorizations as may be necessary for Bazaarvoice to provide the Services. If Client has Bazaarvoice import any of Client's content that exists prior to this Agreement, Client further represents and warrants that it has any and all consents necessary to use such content.

7.3 **Warranty Disclaimer.** Except as set forth herein, and to the maximum extent permitted by law, all services from Bazaarvoice are provided "as-is" and 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.

7.4 **Third-Party Beneficiaries, Client Affiliates.** This Agreement is not intended to and shall not be construed to give any third party any interest or rights with respect to any agreement or provision contained herein, even if the third party is indirectly benefited by this Agreement. Unless otherwise agreed in writing by the parties, Client will be responsible for any and all of its Affiliate's/Affiliates' performance and compliance with the terms of this Agreement. If a claim for breach of this Agreement is brought against Bazaarvoice based on the use of Services by Client's Affiliate(s), such claim will be brought solely by Client.

7.5 **Third-Party Content.** To the extent applicable to a Service Order, Client represents and warrants that it shall use Third Party Content access by Client through the Bazaarvoice platform only as permitted by such third party. "Third Party Content" means content submitted by third parties to a Social Site that is accessible by Client through the Bazaarvoice platform. "Social Site" means Pinterest, Facebook, TikTok, Instagram, and any other website that solicits content from third parties and makes such content available for re-syndication and/or publication through the Bazaarvoice platform. Except for client's responsibility to use third party content only as permitted by such third party, neither party has any responsibility, liability or indemnification obligations to the other for any third party content.

8. INDEMNIFICATION

8.1 **Bazaarvoice Indemnity.** Bazaarvoice agrees to defend, indemnify and hold Client, and its affiliates, officers, directors, employees, and agents harmless against any fines, damages, and other costs finally awarded by a court of competent jurisdiction or a government agency, or agreed to in settlement, that arises out of a third party claim that the Services, as provided by Bazaarvoice to Client within the scope of this Agreement, infringe a valid copyright or patent in

the United States or any Patent Cooperation Treaty country. The foregoing obligations of Bazaarvoice do not apply (i) to the extent that the allegedly infringing Service or portions or components thereof or modifications thereto result from any change made by Client or any third party for the Client, (ii) if the infringement claim could have been avoided by using an unaltered current version of a Service which was provided by Bazaarvoice, (iii) to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by Bazaarvoice, or any material from a third party portal or other external source that is accessible to Client within or from the Service, (iv) to the extent that an infringement claim is based upon the combination of any material with any products or services not provided by Bazaarvoice, or (v) to the extent that an infringement claim is caused by the provision by Client to Bazaarvoice of materials, designs, know-how, software or other Intellectual Property with instructions to Bazaarvoice to use the same in connection with the Services. The indemnity and other remedies set forth in this Section shall be the exclusive remedies of the Client with respect to any claim for which Bazaarvoice has an obligation of indemnity pursuant to this Section.

8.2 Client's Indemnity. Client shall indemnify, defend, and hold harmless Bazaarvoice, its affiliates, officers, directors, employees, and agents against fines, damages, and other costs finally awarded by a court of competent jurisdiction or a government agency, or agreed to in settlement, from a third party's claim related to (i) Client's website on which the Services are provided or any application that Client develops that infringes any third-party intellectual property rights; (ii) any and all losses, including without limitation, data loss or damage to hardware, software and other property arising from Client's acts and omissions in using the Services, including without limitation Independent Client Activity; (iii) Client's use of Services in violation of the terms of this Agreement or applicable law, (iv) Client's use of Services under 3.4, or (v) a dispute between Client and any of its end users.

8.3 Bazaarvoice Indemnity Remedies. If Client's 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 Client under this Agreement, then Bazaarvoice may, at its expense and within its sole discretion, do one of the following: (i) procure for Client the right to continue using the Services; (ii) replace or modify the enjoined Service to make it non-infringing but functionally equivalent; or (iii) terminate the affected Service and return any fees paid for affected Services not yet rendered.

8.4 Indemnification Conditions. Whether Bazaarvoice or Client, the indemnitor will pay costs and damages finally awarded against the indemnitee, or agreed in settlement by the indemnitor directly attributable to any such claim and will bear all reasonable costs of the investigation and defense of the claim, but only on the condition that: (i) 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); (ii) indemnitor retains complete control of the defense and settlement, provided that no settlement may be made without the consent of the indemnitee, such consent not to be unreasonably withheld or delayed; and (iii) indemnitee reasonably cooperates 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 a covered claim.

9. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained in this Agreement, any ancillary agreements, any Service Order, Statement of Work, or other exhibits and attachments, Bazaarvoice's total liability and responsibility for any and all damages, claims, obligations, losses or expenses arising out of or in connection with this Agreement or its terms will not exceed the fees paid by Client for the twelve (12) month period preceding the action or event giving rise to the liability. Nothing in this Agreement shall limit or exclude the liability or remedy of either Party to the extent prohibited by applicable law.

Notwithstanding anything in this agreement to the contrary, Bazaarvoice and its licensors and suppliers will not be responsible for special, indirect, incidental, consequential, punitive or other similar damages (including, without limitation, any lost profits or damages for business interruption, inaccurate information or loss of information or cost of cover) that the client may incur or experience in connection with the agreement or the services, however caused and under whatever theory of liability, even if it has been advised of the possibility of such damages.

10. TERMS APPLICABLE TO REGULATED INDUSTRIES

10.1 Bazaarvoice Services are not designed for compliance with Regulated Industries and Bazaarvoice makes no representation that the Services will comply with any requirements specific to Regulated Industries.

10.2 Clients who are subject to requirements specific to Regulated Industries shall provide Bazaarvoice with written instructions, including, but not limited to, instructions on whether, in what form, and to what extent Bazaarvoice may approach customers of Client's products and grant considerations for sending product sampling and/or obtaining UGC, information on the scope of the products' marketing authorizations and what types of use would be considered outside the scope of the marketing authorizations, and if applicable, a list of critical statements in relation to effects as well as potential adverse effects of the products that may not be published, as well as additional instructions on the steps that need to be undertaken in case of reports on adverse effects.

10.3 Client represents and warrants that it will ensure and shall be exclusively responsible for compliance with all applicable laws in relation to the distribution and advertising of its products as well as, if applicable, the handling of potential reports on adverse effects. Client therefore undertakes to indemnify Bazaarvoice, its affiliates, officers, directors, employees, and agents against fines, damages, and other costs finally awarded by a court of competent jurisdiction or a government agency, or agreed to in settlement, from a third party's claim related to the non-compliance with laws concerning the distribution and advertising of its products as well as the reporting of adverse effects, unless Client can show that Bazaarvoice, in providing the Services, did not observe Client's written instructions.

11. TERM

11.1 **Term.** This Agreement commences on the effective date of the first Service Order and continues until such time that there is no active Service Order for ninety (90) days, unless terminated earlier as provided hereunder.

11.2 **Services Term.** The initial term of each of the Services is specified in the Service Order ("Initial Term") and, unless otherwise specified in the Service Order, automatically renews for 12 months unless either party gives written notice 60 days prior to the end of the Initial Term, or any renewal term, of its intention to terminate the Service Order. The Initial Term and any renewal terms, combined, are referred to as the "Term".

11.3 **Suspension.** Bazaarvoice will be entitled to suspend any or all Services upon 10 days written notice to Client in the event Client is in breach of this Agreement. However, Bazaarvoice may suspend Client's access and use of the SaaS Services immediately, with notice to Client following promptly thereafter, if, and so long as, in Bazaarvoice's sole judgment, there is a security or legal risk created by Client that may interfere with the proper continued provision of the Services or the operation of Bazaarvoice's network or systems. Bazaarvoice may impose an additional charge to reinstate service following such suspension.

11.4 **Termination for Breach.** If either party (i) 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, or (ii) either party may immediately terminate this Agreement if the other becomes insolvent or the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors, if that proceeding is not dismissed with prejudice within sixty (60) days after filing. Where a party has rights to terminate under this Section, that party may at its discretion either terminate the entire Agreement or the applicable Service Order. In such case, Service Orders that are not terminated will continue in full force and effect under the terms of this Agreement. 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.

11.5 **Post Termination.** Bazaarvoice has no obligation to retain Client Data beyond 90days after the expiration or termination of Services.

11.6 **Survival.** Sections 1, 2, 4, 5, 6, 7, 8, 9, 11, and 13 will survive termination of this Agreement.

12. INSURANCE

During the term of this Agreement and for one (1) year thereafter, Bazaarvoice will maintain insurance of the type and in the amounts specified below:

- i. Workers' Compensation and Employers Liability in accordance with all federal, state, and local requirements and coverage with a minimum limit of \$1,000,000 each accident, with a policy limit of not less than \$1,000,000;
- ii. Commercial General Liability, including coverage for bodily injury, property damage and personal injury liability, with a minimum limit of \$1,000,000 each occurrence;
- iii. Business Automobile Liability covering all vehicles that Bazaarvoice hires or leases in an amount not less than \$1,000,000 combined single limit for bodily injury and property damages;
- iv. Commercial Excess Umbrella in an amount not less than \$5,000,000 each occurrence and annual aggregate; and
- v. Cyber/Technology Errors and Omissions coverage in an amount not less than \$5,000,000 each claim.

All insurance obtained by Bazaarvoice will be underwritten by an insurer having a minimum AM Best insurance rating of "A-". Upon request, Bazaarvoice will furnish Client certificates of insurance and/or other appropriate documentation evidencing all of the coverage described in this Section 12.

13. MISCELLANEOUS

13.1 **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, as a joint venture, or agents of one another in any respect.

13.2 **Use of Agents/Subcontractors.** Bazaarvoice may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence will relieve Bazaarvoice from responsibility for performance of its duties under the terms of this Agreement.

13.3 **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, war, terrorism, failure of third party networks, utility or communication failures, industry- wide labor disputes or governmental demands or restrictions.

13.4 **Assignment.** 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. Either Party may assign, transfer or novate its rights and obligations to an Affiliate or a successor in connection with a merger, acquisition or consolidation or to the purchaser in connection with the sale of all or substantially all of its assets.

Any assignment in contravention of this subsection is void. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

13.5 **Notice and Delivery.** Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given (i) upon receipt by personal delivery, delivery by overnight courier (with signature acknowledgement of receipt), or delivery by certified mail, or (ii) immediately if sent by email or by a notification delivered via the Services. All Notices to Bazaarvoice shall be directed to: Bazaarvoice, Inc., 10901 Stonelake Blvd., Austin, Texas 78759 ATTN: Legal, or if by email: legal@bazaarvoice.com. Notices to Client will be addressed to the contact designated in writing by Client to Bazaarvoice for Client's relevant account, and in the case of billing-related notices, to the relevant contact designated by Client. Delivery of a copy of this Agreement, any Service Order, notice, or such other document bearing an original or electronic 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.

13.6 **Jurisdiction and Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, will be governed by and construed and resolved by arbitration in accordance with the rules of the jurisdiction set forth in the governing law column opposite the applicable Bazaarvoice sales region in the table below. The language of the arbitration shall be English. The number of arbitrators shall be three. The application of the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Further, for any action arising out of or related to this Agreement, Client consents to the exclusive jurisdiction and venue located in the venue/seat for the applicable Bazaarvoice sales region listed below.

Bazaarvoice Sales Region: Governing Law, Venue/Seat

North America: Texas – JAMS - Comprehensive Arbitration Rules and Procedures, Houston, Texas

Latin America: Texas – JAMS - Comprehensive Arbitration Rules and Procedure, Houston, Texas

EMEA: England & Wales – London Court of International Arbitration (LCIA), London, United Kingdom

APAC: Australia – Australian Centre for International Commercial Arbitration (ACICA), New South Wales, Australia

13.7 **Export Control.** Client acknowledges that use of the Services hereunder may be subject to export control laws which may include, without limitation, the United States Export Administration Regulations, the Trading With the Enemy Act, the International Emergency Economic Powers Act, the Arms Export Control Act and regulations promulgated by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), as amended from time to time (collectively, the "Export Control Laws"). Client agrees that all actions taken by it in furtherance of fulfillment of this Agreement will be in compliance with applicable Export Control Laws and Client will not deploy, export, re-export, transfer or license any of the Services to any person, entity, or country prohibited by the Export Control Laws.

13.8 **Entire Agreement.** The Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter and will govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement may not be modified except by a writing signed by a duly authorized representative of both parties. Bazaarvoice acceptance of a Client purchase order or other ordering document is for convenience only, and any additional or different terms in any purchase order or other response by Client are deemed objected to by Bazaarvoice without need of further notice of objection and will be of no effect or in any way binding upon Bazaarvoice.

13.9 **Modification, Waiver.** 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. 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. 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.

EXHIBIT A
BAZAARVOICE PLATFORM SERVICE LEVEL
AGREEMENT

1. **Uptime Commitment.** Bazaarvoice will deliver 99.9% uptime of the Bazaarvoice platform (the “Uptime Commitment”). The uptime is calculated as follows: (total minutes in any calendar month – total minutes of unavailability) divided by (the total minutes in same calendar month). Downtime during the weekly maintenance window does not count as a period of unavailability. The weekly maintenance window will not exceed two hours per week and will be scheduled during minimal traffic times.

1.1. Exceptions. Bazaarvoice is not responsible for a failure to meet any service level to the extent that failure is attributable to any of the following, in which case the services downtime does not count against the Uptime Commitment:

1.1.1. Client's failure to perform any of its responsibilities set forth in the Agreement to the extent such failure adversely affects Bazaarvoice's ability to perform the Services, provided that Bazaarvoice uses commercially reasonable efforts to perform despite Client's failure.

1.1.2. Factors outside Bazaarvoice's reasonable control; provided that Bazaarvoice would have been able to perform but for such factor, Bazaarvoice has not materially contributed to the cause of such factor, and Bazaarvoice could not have reasonably foreseen and prevented the effect of such factor with a commercially reasonable effort.

2. **Communication.** Client may subscribe to Service status updates at <https://status.bazaarvoice.com/>. If the Services are unavailable Bazaarvoice will use this means to notify Client's designated contact(s). If the Services are down due to Client's actions (e.g., code change without notice) Bazaarvoice will not proactively notify Client, but Bazaarvoice will remain at Client's disposal to provide reasonable assistance to Client to allow Client to resolve the issue. If the platform is unavailable for a period longer than fifteen (15) minutes, Bazaarvoice shall use commercially reasonable efforts to identify the source of the issue and resolve the issue in accordance with the Client Care Quick Reference Card, a copy of which is available on request.

3. **Termination Option.** Client may terminate the affected Service Order with thirty (30) days' written notice if Bazaarvoice fails to meet the Uptime Commitment during two (2) consecutive calendar months or in three (3) calendar months within any twelve (12) month period. The provisions of this Exhibit A state Client's sole and exclusive remedy for any Uptime Commitment failures of any kind.