



**POWERREVIEWS, INC.
MASTER AGREEMENT**

THE TERMS AND CONDITIONS SET FORTH IN THIS MASTER AGREEMENT ARE INCORPORATED BY REFERENCE INTO ALL SERVICE ORDERS EXECUTED BY YOU AND POWERREVIEWS.

By signing a PowerReviews statement of work, service addendum, service order or similar-type document, you accept and agree to be bound by the terms and conditions of this Agreement (this “**Agreement**”). This Agreement governs your relationship with PowerReviews, Inc. (“**PowerReviews**”). 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, PowerReviews will provide services through the PowerReviews platform (“**Services**”) in accordance with the terms of this Agreement and any terms and conditions provided for in an addendum, statement of work, or service order (each a “**Service Order**”). You may not use the Services in violation of the terms of this Agreement.

1.2 Support; Maintenance; SLA. PowerReviews shall maintain and support the Services in accordance with the then-current PowerReviews Technical Support Reference Guide. PowerReviews shall provide and maintain the Services in accordance with the service level agreement in Exhibit B.

1.3 Third Party Sites. To the extent that you request or otherwise cause the Services to be integrated with the websites of third parties (e.g. Twitter, LinkedIn, Facebook, and Google) (“**Third Party Sites**”), you agree that PowerReviews does not have control over the terms of use, privacy policies, operation, performance or content of any Third Party Sites. Accordingly, PowerReviews disclaims all responsibility and liability for any information collected or used by Third Party Sites and damages or other harm whether to you or end users, resulting from such use of Third Party Sites. You shall provide PowerReviews with access or login credentials to any Third Party Sites as necessary for PowerReviews to implement and operate the Services.

1.4 Loyalty, Rewards and Similar Programs. If you elect to use the Services in conjunction with a loyalty, rewards, contest, sweepstakes or similar program, then you acknowledge and agree that you are 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.

1.5 Authenticity. You and PowerReviews shall comply with the terms of PowerReviews’ Authenticity Policy as may be updated from time to time.

1.6 Your Content. You acknowledge and agree that, as between you and PowerReviews, you are responsible for all

content you post via the Services (e.g. answering of end user questions).

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

1.8 Assistance. You shall provide PowerReviews with all information and assistance as reasonably requested and required for PowerReviews to activate and operate the Services. Further detail on your assistance can be found in Exhibit A.

2. FEES AND PAYMENT

2.1 Fees. You shall pay PowerReviews all 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. You are responsible for paying such taxes, whether such taxes are billed by PowerReviews or assessed directly by the applicable taxing authority. You have the right to withhold any applicable taxes from any fees due under a Service Order if required by any government authority, provided, however, that you shall gross the payment up in the amount of any such withholding above any fees due so that PowerReviews receives payment in the amount provided in any Service Order. 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 PowerReviews 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.

2.2 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 PowerReviews invoice due date, PowerReviews may 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.

3. PROPRIETARY RIGHTS

3.1 Service Ownership; License; Retained Rights.

PowerReviews 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. PowerReviews 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 PowerReviews.

3.2 Restrictions. Unless otherwise permitted in writing by PowerReviews, 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 PowerReviews' products or services; or (iii) resell, use the Services in a service bureau, or provide services for a third party in any manner.

3.3 Data Collection, Ownership, and Use.

3.3.1 Social Commerce Data. PowerReviews collects certain data (including, for example, user generated content, and anonymous usage statistics) from end users in connection with the provision of the Services which, as between you and PowerReviews, you own ("**Social Commerce Data**"). You grant to PowerReviews a limited, non-exclusive, royalty-free, revocable, world-wide license to use and disclose Social Commerce Data during the term of this Agreement (a) to provide, improve, and monitor the Services, and (b) for statistical, analytical, and other aggregate uses including without limitation product research, development, and improvement. Unless, otherwise agreed in writing, PowerReviews' use of Social Commerce Data may never exceed the license provided herein.

3.3.2 Personally Identifiable Information. In the event that you purchase Services or request that PowerReviews collect personally identifiable information from your website's end users: (a) you shall obtain all necessary consents for PowerReviews to collect or use your users' personally identifiable or other data in connection with the Services; and (b) PowerReviews shall maintain a privacy policy that accurately reflects PowerReviews' use of the personally identifiable information.

3.3.3 Data Transfer; Deletion. Upon your request, PowerReviews will provide you with a raw data feed of the Social Commerce Data at no charge. After termination or expiration of this Agreement, PowerReviews shall permanently delete the Social Commerce Data within thirty (30) days of receiving your written request to do so but, in any event, no later than six (6) months after termination.

3.4 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 PowerReviews constitute valuable proprietary information and trade secrets of PowerReviews. PowerReviews acknowledges that the Confidential Information you provide to PowerReviews 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; (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.

4. WARRANTY; LIMITATIONS OF LIABILITY; INDEMNITY

4.1 PowerReviews Warranty. PowerReviews 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 functionality of the Services will not be materially decreased during any Service Term; (iv) the Services



will not contain any viruses, time bombs or other disabling code; (v) the Services will comply with all applicable laws, codes, regulations and ordinances in all material respects; and (vi) it will use commercially reasonable methods and technology to maintain the security and integrity of the Service, your Confidential Information, and the Social Commerce Data.

4.2 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 PowerReviews to provide the Services; (iii) you will maintain and display a privacy policy that fully and accurately reflects the data practices of any websites upon which the Services are deployed; and (iv) your websites upon which the Services are deployed do not contain any material which is defamatory, promotes illegal activity, or contains hate speech.

4.3 Warranty Disclaimer. EXCEPT AS SET FORTH HEREIN, POWERREVIEWS 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.

4.4 Limitations of Liability. THE LIMITATIONS OF LIABILITY IN SECTIONS 4.4.1 AND 4.4.2 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.

4.4.1 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.

4.4.2 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 POWERREVIEWS FOR SERVICES UNDER THE AGREEMENT.

4.5 Your Indemnity. You shall indemnify, defend, and hold harmless PowerReviews, 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; or (b) 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.

4.6 PowerReviews Indemnity. PowerReviews 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 of (a) PowerReviews' 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 PowerReviews to you within the scope of this Agreement, infringe any trademark, copyright or patent in the United States. PowerReviews 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 PowerReviews is required to indemnify you under this Agreement then PowerReviews may, at its expense and within its sole discretion, do one of the following: (i) procure for you 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 enjoined Service and return any fees paid for enjoined Services not yet rendered.

4.6.1 The indemnification obligations set forth in this Section 4.6 are PowerReviews' sole and exclusive obligations with respect to any intellectual property claim for which PowerReviews has an obligation to indemnify you.

4.7 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.

4.8 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.

5. TERM

5.1 Term. This Agreement commences on the effective date of the first Service Order and continues for as long as there is at least one active Service Order. This Agreement automatically terminates in the event there is no active Service Order for three (3) months. However, the Agreement automatically becomes effective again in the event that a new Service Order is entered into by and between the parties.

5.2 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 PowerReviews, PowerReviews 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.

6. GENERAL

6.1 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.

6.2 Subcontractors. If PowerReviews subcontracts any portion of the Services or support, training or maintenance services to a third party, PowerReviews (i) shall require such subcontractor

to comply with the material terms and conditions of this Agreement, and (ii) remains responsible for any acts or omissions of its subcontractors as if such acts or omissions were performed by PowerReviews.

6.3 Export. You may not export or re-export any software included within the Service, either directly or indirectly, without receiving PowerReviews' written consent and any required license from the applicable governmental agency.

6.4 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.

6.5 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.

6.6 Travel & Expense Reimbursement. PowerReviews shall get pre-approval for any reasonable and necessary travel expenses incurred in performance of the Services under this Agreement. PowerReviews shall incur such travel expenses in accordance with any travel policy you submit to PowerReviews prior to such date of travel. PowerReviews will submit an invoice listing all travel expenses or any other reimbursable expenditures to you. Reimbursements are due within thirty (30) days of receipt of the invoice.

6.7 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 PowerReviews:

PowerReviews, Inc.
440 North Wells Street, Suite 720
Chicago, IL 60654
ATTN: Legal
Email: accounting@powerreviews.com

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

6.9 Miscellaneous. This Agreement is governed by the laws of the State of Illinois (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 Cook County, Illinois 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 constitute the entire agreement between the parties regarding the subject matter stated herein, and supersede all previous communications, representations, understandings, and agreements, either oral, electronic, or written. An amendment to this Agreement is only valid if in writing and signed by an executive or duly-authorized representative of each party. 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.



EXHIBIT A REQUIREMENT DETAILS

Your requirements may include, but are not limited to:

- (i) provide PowerReviews with read-only browser-level access to a new or existing development, test, or staging environment for the purpose of testing and validating the integration of PowerReviews code into the website, which must be accessible to PowerReviews without need for a VPN client or remote desktop software;
- (ii) provide PowerReviews with a data feed that contains the fields required to provide the Services, which may be updated incrementally for content changes and provided on a recurring and automated basis;
- (iii) provide PowerReviews with integration within your website authentication process;
- (iv) assist in the creation of additional CNAME records in your public DNS database to facilitate display of submitted content to your website;
- (v) cooperate with PowerReviews to enable delivery of email to end users by providing PowerReviews with reasonable support, including but not limited to, executing code changes to support deep linking to specific content and passing of email address values to PowerReviews during the content submission process. You grant PowerReviews a non-exclusive, nontransferable, limited, revocable license to use such information in connection with the provision of the Services during the term of the Agreement. You shall notify PowerReviews at least 30 days in advance of any website re-design affecting the way PowerReviews Services are displayed; and
- (vi) if you elect to utilize the post interaction email feature, then you shall also set up a recurring purchase feed and deliver such feed to PowerReviews, according to PowerReviews' specifications. Such feed will contain user IDs and information about each user's purchases and interactions. PowerReviews will validate and process the feed, and then use the feed to configure and deliver each post-interaction email. PowerReviews will design the post-interaction email template and send the template to you for approval. You shall approve or reject the template within five (5) business days of receipt. If you have not approved or rejected the template within five (5) business days, the template will be deemed approved.



EXHIBIT B POWERREVIEWS PLATFORM SERVICE LEVEL AGREEMENT

- 1. Uptime Commitment.** PowerReviews will deliver 99.9% uptime for the PowerReviews controlled portions of your website that are end-user facing. 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. PowerReviews 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. Your failure to perform any of your responsibilities set forth in the Agreement to the extent such failure adversely affects PowerReviews' ability to perform the Services, provided that PowerReviews uses commercially reasonable efforts to perform despite your failure.
 - 1.1.2. Factors outside PowerReviews' reasonable control; provided that PowerReviews would have been able to perform but for such factor, PowerReviews has not materially contributed in the cause of such factor, and PowerReviews could not have reasonably foreseen and prevented the effect of such factor with a commercially reasonable effort.
- 2. Communication.** If the services are unavailable for a period longer than five (5) minutes, PowerReviews shall use commercially reasonable efforts to (i) notify your designated contact, (ii) identify the source of the issue, and (iii) resolve. Notwithstanding the foregoing, PowerReviews has no obligation if the Services are down due to your actions (e.g., code change without notice to PowerReviews).
- 3. Moderation Commitment.** Except as provided in this Section 3, PowerReviews will moderate all submissions within an average of seventy-two (72) hours after submission, as measured on a monthly basis. Notwithstanding the foregoing, submissions that PowerReviews reasonably believes to be fraudulent are not subject to the Moderation Commitment of 72 hours.
- 4. Termination Option.** You may terminate the affected Service Order with thirty (30) days' written notice if PowerReviews fails to meet the Uptime Commitment during two (2) consecutive calendar months or fails to meet the Uptime Commitment for any three (3) calendar months within any twelve (12) month period. Except for as provided in Section 5.2 of the Master Agreement, the provisions of this Exhibit B state your sole and exclusive remedy for any service level deficiencies of any kind.