



BAZAARVOICE, INC.
MASTER AGREEMENT 4.2

By signing the Bazaarvoice service order, statement of work or similar-type document to which these terms are attached or specifically referenced therein (Service Order), Client accepts and agrees to be bound by the terms and conditions below (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. Client must accept this Agreement before it can receive any Services (as defined, below). If the individual entering this Agreement is doing so on behalf of a company or other legal entity, such individual represents and warrants that it has the authority to bind such entity to this Agreement.

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

"Affiliate(s)" means, with respect to Bazaarvoice or Client, 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 Network" means Bazaarvoice's entire customer base that have subscribed to Bazaarvoice software as a service offerings, including, but not limited to, Ratings and Reviews, Q&A, Curations, Connections, and Sampling.

"Client Data" means, collectively, all UGC, Personal Data and Service Data.

"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.

"Data Protection Laws" means any and all laws, codes and regulations as applicable to, or enforceable against, the Client and/or Bazaarvoice in respect of the Services from time to time including but not limited to: (i) the General Data Protection Regulation (EU) 2016/679; (ii) Privacy and Electronic Communication (EC Directive) Regulations 2003; (iii) the Swiss Federal Act on Data Protection.

"Intellectual Property" or **"Intellectual Property Rights"** means all intellectual, moral, industrial or proprietary rights recognized under applicable law anywhere in the world, whether issued or pending, registered or unregistered, including all forms of copyrights, patents, trademarks and service marks, and

rights in trade secrets, and all tangible embodiments thereof.

"Network Data" means data that is generated, stored or collected by Bazaarvoice technologies (e.g. cookies, web beacons, pixels, or mobile SDKs). Network Data includes but is not limited to, anonymized interaction data, impressions, and transactions. Network Data does not include Client Data.

"Personal Data" means personal data relating to Client end users (including reviewers) and which is disclosed at any time to Bazaarvoice or its contractors or sub-processors by or on behalf of the Client in connection with a data processing agreement and/or the Agreement.

"Personal Data Breach" means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, any Personal Data.

"Prohibited Content" means any data that would be considered (i) Protected Health Information (as defined by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (P.L. 104-91), as amended), (ii) payment card Cardholder Information (as defined by Payment Card Industry standards), (iii) information identifiable with any individual that is protectable under the Gramm-Leach-Bliley Financial Modernization Act of 1999, as amended, (vi) Customer Proprietary Network Information (as defined by the Telecommunications Act of 1996), or (vii) identifiable information protectable under any state or federal laws similar to any of the Acts or standards above.

"Restricted Country" means (i) any country, including but not limited to Russia or China, that prohibits the export of data regardless of the existence of adequate measures or (ii) a country which requires data to be held in a locale other than the United States or Ireland.

"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.

“**Syndicated Content**” is content submitted on third party sites that may be shared through the Bazaarvoice Network. An example of Syndicated Content is a review submitted on a product site that may be redisplayed across affiliated retail sites.

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

2. SERVICES

2.1 **Provision of Services.** Subject to the terms and conditions of this Agreement, including without limitation Client’s payment of all of the undisputed fees due, Bazaarvoice will provide the services (“**Services**”) as defined in each service order, statement of work or similar-type document (each a “**Service Order**”), in accordance with the terms of this Agreement, including the Service Levels outlined in Exhibit A and any terms and conditions provided for in a Service Order. Client may not use the Services in violation of the terms of this Agreement.

2.2 **Account Protection.** If Client becomes aware that the security of its login information has been compromised or breached, Client must deactivate such account or change the account’s login credentials. Additionally, Client shall promptly deactivate the account or change the login credentials for any individual (e.g., former employee) that no longer is authorized by Client to access the Services.

2.3 **Assistance; Responsibility for Content.** Client shall provide Bazaarvoice with all information and assistance as reasonably requested and required for Bazaarvoice to activate and operate the Services. Further detail on Client’s assistance can be found in the applicable Service Order. Client is responsible for all content that is posts via the Services (e.g. answering of end user questions).

2.4 **Loyalty, Rewards and Similar Programs.** If Client elects to use the Services in conjunction with a 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.

2.5 **Authenticity.** Client and Bazaarvoice shall comply with the terms of Bazaarvoice’s Authenticity Policy, which can be found at www.bazaarvoice.com/legal/authenticity-policy.

3. FEES AND PAYMENT

3.1 **Fees.** Client shall pay Bazaarvoice the undisputed fees in the currency and as of the date set forth in each Service Order. Client 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, Client 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 Client for charges set, services performed or to be performed, or payments made or to be made hereunder. Client shall not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to Bazaarvoice under this Agreement. 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. 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). 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.

3.2 **Late Payments.** Client’s failure to pay undisputed fees in good faith when due constitutes a material breach of this Agreement. If payment is not made when due, Bazaarvoice may, in its sole discretion, choose to do any or all of the following: (i) charge 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 Client’s access to the Services, during which time Client 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. PROPRIETARY RIGHTS

4.1 **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 Client a limited, revocable, royalty-free, non-exclusive, non-transferable license to use the Services for the term of the applicable Service Order. Client acknowledge that the rights granted under this Agreement does not provide Client 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 Client hereunder are reserved by

Bazaarvoice.

4.2 **Restrictions.** Unless otherwise permitted in writing by Bazaarvoice, Client shall not, and shall 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; (iii) resell, use the Services in a service bureau, or provide services for a third party in any manner; or (iv) upload or permit consumers to submit any Prohibited Content. If Client or an end user submits Prohibited Content to Bazaarvoice, Bazaarvoice may block or remove such content and shall have no liability for any failure by Bazaarvoice to adequately secure or protect such Prohibited Content or comply with any laws applicable to any Prohibited Content.

4.3 **Data Ownership and Use.**

4.3.1 **Client Data.** Unless otherwise provided in a Service Order, as between Bazaarvoice and Client, Client owns all Client Data. Nothing contained herein shall be construed as granting Bazaarvoice ownership in any Client Data.

4.3.2 **Network Data.** Bazaarvoice owns all Network Data. Network Data may be used to provide Client the Services and may be reported to other clients in the Bazaarvoice Network.

4.3.3 **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 UGC for analytics purposes in perpetuity. Unless it has been aggregated or anonymized, Client Data will only be disclosed as necessary to provide Client the Services.

4.3.4 **Personal Data.** If Bazaarvoice collects Personal Data in connection with the provision of the Services, Bazaarvoice shall collect and process the data only by Client's instruction and on the basis of a data processing agreement entered into between the Parties. On Client's written request, Bazaarvoice will provide Client with verification that it has received a certificate from an independent reviewing body confirming that Bazaarvoice has established effective processes for data protection in accordance with the provisions of applicable Data Protection Laws.

4.3.5 **Syndicated Content.** If Client receives Syndicated Content through the Bazaarvoice Syndication service, 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 Agreement. Client may not use it for any other purpose. Syndicated Content is owned by the party

who originally collected it and that party may revoke licenses in that content at-will.

4.4 **Restricted Countries.** If Client is deploying Services in a Restricted Country, Bazaarvoice shall not (i) be responsible for the configuration of the Service(s) deployed for use in a Restricted Country; (ii) provide any technical support for Service(s) deployed for use in a Restricted Country; or (iii) guarantee uptime or service levels for any Service(s) deployed for use in a Restricted Country.

4.5 **Confidential Information.** Client acknowledges that the Services, the terms of this Agreement and any Services Order shall be deemed the Confidential Information of Bazaarvoice. 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, an unauthorized disclosure does not include any disclosure of 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.

4.6 **Security Reviews.** Client may request a security review of Bazaarvoice's assets, systems, software and processes used in conjunction with this Agreement to be conducted by Client, which shall include the review of the Company's existing Cloud Security Alliance Consensus Assessments Initiative Questionnaire ("CAIQ") document and any follow-up questions or meetings deemed necessary from the review. Client may request an updated CAIQ at any time but not more than once in any rolling 12-month period, unless either: (i) material deficiencies are identified in the most recent review, or (ii) Bazaarvoice has made material changes to its systems and processes used in conjunction with this Agreement. If any deficiencies are identified, Bazaarvoice will take all actions necessary to remediate the deficiencies at its own cost and expense.

5. **WARRANTY; LIMITATIONS OF LIABILITY; INDEMNITY**

5.1 **Bazaarvoice Warranty.** Bazaarvoice represents and warrants that (i) it has all right, title, and interest necessary to provide the Services to Client 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; (vi) it will use commercially reasonable methods and technology to maintain the security and integrity of the Service and Client's Confidential Information; and (v) it will maintain a privacy policy that fully and accurately reflects its data collection, use and processing practices.

5.2 **Client's Warranty.** Client represents and warrants that (i) in relation to the Services, Client will comply with all applicable laws, codes, regulations and ordinances in all material respects; (ii) Client has any and all consents and authorizations as may be necessary for Bazaarvoice to provide the Services; (iii) Client's websites upon which the Services are deployed do not contain any material which is defamatory, promotes illegal activity, or contains hate speech. 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.

5.3 **Warranty Disclaimer.** EXCEPT AS SET FORTH HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, 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.

5.4 **Limitations of Liability.** THE LIMITATIONS OF LIABILITY IN SECTIONS 5.4.1 AND 5.4.2 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.

5.4.1 **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), OF ANY PARTY, INCLUDING THIRD PARTIES, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE FOREGOING.

5.4.2 **Liability Cap.** EXCEPT FOR CLAIMS ARISING OUT OF (i) GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD (ii) CLIENT'S BREACH OF SECTION 4.2 - RESTRICTIONS, (iii) BREACHES OF CONFIDENTIALITY OR A PERSONAL DATA BREACH; (iv) EITHER PARTY'S NEGLIGENCE RESULTING IN DEATH OR BODILY INJURY; AND/OR (v) THE INDEMNITIES SET OUT AT SECTIONS 5.6 AND 5.7, IN NO EVENT WILL THE TOTAL COLLECTIVE LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT EXCEED THE AGGREGATE FEES PAID OR OWED BY CLIENT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

5.4.3 **Liability Supercap.** BAZAARVOICE'S AGGREGATE LIABILITY FOR INDEMNIFICATION CLAIMS UNDER SECTION 5.7, BREACHES OF CONFIDENTIALITY, AND/OR A PERSONAL DATA BREACH SHALL NOT EXCEED TWO TIMES THE AGGREGATE FEES PAID OR OWED BY CLIENT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

5.5 **Third-Party Beneficiaries; Client Affiliates.** The warranties made by Bazaarvoice in this Agreement, and the obligations of Bazaarvoice under this Agreement, run only to Client and where applicable its Affiliates who enter into Service Orders with Bazaarvoice hereunder, and not to Client's Affiliate(s) who only 'use' or 'administer' the Services (or any other third parties such as Client's contractors). In such circumstances where a Client Affiliate has not signed a Service Order, in no circumstances shall any Client Affiliate, or other Client third party, be considered a third-party beneficiary of this Agreement and be otherwise entitled to any rights or remedies under 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 shall be brought solely by Client.

5.6 **Client's Indemnity.** Client 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 settlement agreement, from a third party's claim related to (a) Client's breach of any applicable laws, regulations, codes or ordinances, including but not limited to privacy law; (b) Client's website on which the Services are

provided or any application that Client develops infringes any third-party Intellectual Property rights; and (c) use of Bazaarvoice Service(s) or storage of Personal Data in a Restricted Country.

5.7 **Bazaarvoice Indemnity.** Bazaarvoice shall indemnify, defend, and hold harmless Client, its officers, agents, and employees against damages finally awarded, fines levied, and amounts paid in settlement of, a third party's claim that arises out of (a) Bazaarvoice's breach of any applicable laws, regulations, codes or ordinances, including but not limited to privacy law; and (b) a claim that the Services, as provided by Bazaarvoice to Client within the scope of this Agreement, infringe a valid trademark, copyright or patent or misappropriates a third-party trade secret in the United States. The terms 'misappropriation' and 'trade secret' are used as defined in the Uniform Trade Secrets Act, except in case of claims arising under any claim governed by the laws of any jurisdiction outside the United States, in which case "misappropriation" will mean intentionally unlawful use and "trade secret" will mean "undisclosed information" as specified in Article 39.2 of the Trade-Related Aspects of Intellectual Property Rights (TRIPS) agreement.

5.8 **Limitations on Bazaarvoice's Indemnity.** Bazaarvoice has no liability to indemnify a claim of third party infringement to the extent it arises from: (i) infringing matter supplied or developed by Client; (ii) unauthorized modifications or uses of the Services; or (iii) Client or Client's Affiliate's acts or omissions not in accordance with the terms of this Agreement (iv) supply or use of the Services in any country into which the U.S. has embargoed or restricted the export of goods or services (v) supply of the Services to or use of the Services by any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government including but not limited to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders.

In addition, Bazaarvoice shall have no obligation to indemnify or hold harmless Client for any action(s) arising from or related to Client's use of Bazaarvoice Service(s) in a Restricted Country or storage of Personal Data in a Restricted Country.

5.9 **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: (x) procure for Client 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 affected Service and return any fees paid for affected Services not yet rendered.

5.10 **Indemnification Conditions.** 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: (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) 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 (c) 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.

5.11 The indemnification obligations set forth under Sections 5.7 through 5.9 are Bazaarvoice's sole and exclusive obligations with respect to any infringement claim for which Bazaarvoice has an obligation to indemnify Client.

6. TERM

6.1 **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 three (3) months, unless the parties agree otherwise.

6.2 **Termination for Breach.** In addition to any other remedies it may have, if either party (a) 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 (b) 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. In addition to the foregoing, in the event that the Client voluntarily files for protection against its creditors under the bankruptcy laws of any jurisdiction or is the subject of an involuntary petition in bankruptcy, Bazaarvoice will be entitled to retain all rights and benefits of this Agreement.

6.3 Upon termination of this Agreement or a Service Order due solely to Client's failure to pay fees, Client shall 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.

7. INSURANCE

7.1 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. Technology Errors and Omissions coverage in an amount not less than \$5,000,000 each occurrence.

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 7.1.

8. COMPLIANCE WITH LAWS

8.1 **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. Client agrees to comply with all applicable Export Control Laws. In addition, Client agrees that it will not export, re-export, transfer or license any of the Services to any third parties that are named as a "Specially Designated National" or "Blocked Person" as designated by the OFAC (which is currently published under the Internet address <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

8.2 If Client knows, or if acting reasonably, should know, that the Services could be exported, transferred or licensed in a manner violating applicable Export Control Laws, Client shall immediately notify Bazaarvoice. Furthermore, if Bazaarvoice suspects or determines, in its sole and absolute discretion, that any sale of the Services to Client may violate applicable Export Control Laws, Client acknowledges and agrees that Bazaarvoice may refuse to accept such order for the Services and such refusal will not be a breach of this Agreement.

8.3 If Client or Client's Affiliate use the Services by or for any unit or agency of the United States Government, this provision applies. The Services and any associated documentation shall be classified as "commercial computer software" and "commercial computer software documentation" as such terms are defined in the Federal Acquisition Regulation (the "FAR") and its supplements. Bazaarvoice represents that the Services were developed entirely at private expense, that no part of the Services were first produced in the performance of a Government contract. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, Client will acquire and may provide to a Government end user the Services and any applicable documentation with only those rights set forth in this Agreement. Use of either the Services or applicable documentation or both constitutes acknowledgment of Bazaarvoice's and its licensors' rights in the Services.

9. MISCELLANEOUS

9.1 **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.

9.2 **Subcontractors.** If Bazaarvoice subcontracts any portion of the Services or support, training or maintenance services to a third party, Bazaarvoice (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 Bazaarvoice.

9.3 **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, civil commotion, a third party, strikes, terrorism, failure of third party networks or the public Internet, power outages, industry-wide labor disputes or governmental demands or restrictions.

9.4 **Assignment.** Either party may assign this Agreement in connection with (i) a merger where the contracting entity does not survive such merger, or (ii) the sale of all or substantially all of the contracting entity's 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. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

9.5 **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.
 10901 Stonelake Blvd.
 Austin, Texas 78759
 ATTN: Legal
 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.

9.6 **Jurisdiction and Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, will be governed by and construed in accordance with the laws of the jurisdiction set forth in the governing law column opposite the applicable Bazaarvoice sales region in the table below, without regard to that jurisdiction's choice of law rules. For the avoidance of doubt, this clause does expressly seek to exclude the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the

application of which is hereby expressly excluded. Further, for any action arising out of or related to this Agreement, Client consents to the exclusive jurisdiction and venue of the courts located in the venue column opposite the applicable Bazaarvoice sales region in the table below.

Bazaarvoice Sales Region	Governing Law	Venue
North America	Texas	Austin, Texas
Latin America	Texas	Austin, Texas
EMEA	England & Wales	London, United Kingdom
APAC	Australia	New South Wales, Australia

9.7 **Entire Agreement.** 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.

9.8 **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. 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
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 in 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.