

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is made as of the latest date set forth below (the "Effective Date") by and between Acuity Sales Decision Science, Inc., a Delaware corporation ("Licensor") and [CUSTOMER NAME] ("Customer"). Customer and Licensor are individually hereinafter referred to as a "Party" and collectively as the "Parties". This Agreement incorporates by reference the Order Forms issued hereunder.

1. SCOPE OF AGREEMENT

1.1 **Scope of Services.** The Acuity3D platform (the "Software") will be hosted and distributed online by Licensor and made available to Customer as a software as a service, which consists of an online tool to enable sales process management and data-driven decision-making for sales and marketing. Licensor will be responsible for configuring and hosting of the software, communications systems, network and other infrastructure necessary to host the Software. Customer or Customer's Designated Users will be responsible for providing the computer hardware or mobile devices necessary to interface with the Software or interact with the Services (as defined below). In some instances Customer may desire Licensor to provide additional customization and training services on a time and materials basis to be mutually determined by the Parties and agreed upon in a written addendum to this Agreement ("Supplemental Services"). This Agreement sets forth the terms and conditions that will govern Licensor's grant of access to the Software and the performance of the Supplemental Services (such Software and Supplemental Services are collectively, the "Services") as specified on the applicable Order Form, substantially in the form attached hereto as Exhibit A. All Services are subject to this Agreement.

1.2 **Rights to Use.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable, limited, revocable license to Customer and Customer's Designated Users to access and use the hosted Software.

1.3 **Ownership.** Nothing in this Agreement shall constitute a transfer of any proprietary right by Licensor to Customer. The Services may be protected by patent, copyright and other intellectual property laws. Licensor, its licensors and suppliers, own and retain all right, title and interest in and to the intellectual property rights in the Services and any enhancements, modifications or derivative works thereof. As between the Parties, (i) each Party retains ownership to its Confidential Information (as hereinafter defined) and (ii) Licensor exclusively owns all right, title and interest in and to the Services and any derivative works and work product conceived, originated, or prepared in connection with the Services.

1.4 **Third-Party Sites.** The Services may link, interface and integrate with third party software applications and websites that are not operated or controlled by Licensor ("Third-Party Sites"). All such Third-Party Sites shall remain the property of their third party providers. Customer hereby acknowledges and agrees that Licensor is not responsible for the content or practices of the Third-Party Sites. Any links to or content from Third-Party Sites in the Services are provided for Customer's convenience only. Licensor reserves the right to update or remove any content available through the Services at any time for any reason.

1.5 **Reservation of Rights.** All rights not specifically granted to Customer in this Agreement are retained by Licensor. Customer acknowledges the proprietary rights of Licensor and its licensors in the Services and that Licensor retains all right, title and interest in and to the Services. Customer further acknowledges and agrees that if Customer suggests any new features, functionality or performance for the Services that are subsequently incorporated into the Services, they shall be the sole and exclusive property of Licensor and all such suggestions shall be free from any confidentiality restrictions that might otherwise be imposed upon Licensor.

1.6 **Maintenance and Support.** Licensor will provide technical support as further described in the Service Level Addendum, attached hereto as Exhibit B (the "Service Level Addendum"). Notwithstanding anything to the contrary in this Agreement, including the Service Level Addendum, the Parties acknowledge and agree that in no event shall Licensor be responsible or liable for any inability on the part of Customer or

any Designated User to access the Services that is attributable to any act or omission of Customer or its any of its Designated Users.

1.7 **Changes to Services.** Licensor reserves the right at any time to alter any features, functionality, license terms and other characteristics of the Services; provided, however, that in the event that any such alterations materially limit the features or functionality of the Services, Licensor shall provide Customer with advanced notice thereof. Any subsequent upgrade, enhancement or other change to the Services shall be owned by Licensor and subject to the terms of this Agreement.

2. CONFIDENTIAL INFORMATION

2.1 **Definition of Confidential Information.** “Confidential Information” means all information, in whatever form, that is disclosed by a Party to the other Party, which, given the totality of the circumstances, a reasonable recipient should have reason to believe is proprietary, confidential, or competitively sensitive, regardless of whether such information is labeled as confidential or not, including without limitation personally identifiable information, creative works, business activities, trade secrets, know-how, techniques, research, developments, inventions, discoveries, processes, designs, technical data and information, financial information, vendors, customers, prospects, marketing plans and any other information of a similar nature. For the avoidance of doubt, Licensor’s Confidential Information includes the Software and the architecture thereof.

2.2 **Access and Use.** Each Party receiving Confidential Information from the other Party shall: (i) use and reproduce the Confidential Information only for the purposes specified in this Agreement, and (ii) restrict disclosure of Confidential Information to its Representatives with a need to know the Confidential Information to enable the receiving Party to perform its obligations and exercise its rights under this Agreement, provided that such Representatives are bound by confidentiality obligations at least as strict as those contained in this Agreement, and (iii) use reasonable care to protect the other Party’s Confidential Information and to prevent unauthorized disclosure of such Confidential Information. Additionally, to the extent that any Party’s Confidential Information includes personally identifiable information, the other Party agrees to use such personally identifiable information solely in accordance with applicable Law and in compliance with such other Party’ policies governing the dissemination and use of such personally identifiable information.

2.3 **Exclusions.** Except as expressly provided herein, nothing in this Agreement will be construed to restrict or impair in any way the right of a receiving Party to disclose any information which: (i) is at the time of its disclosure hereunder generally available to the public; (ii) becomes generally available to the public through no fault of the receiving Party; (iii) can be reasonably demonstrated to be in the possession of a receiving Party prior to its initial disclosure hereunder; or (iv) is acquired from a third party having a right to disclose the same to a receiving Party without breach of any confidentiality obligation. Notwithstanding the foregoing, the exclusions from the confidentiality obligations provided in this Section 2.3 shall not apply to personally identifiable information. A receiving Party may disclose Confidential Information (including personally identifiable information) in accordance with a legally binding judicial or other governmental order, provided that, to the extent permitted by applicable Law, such Party provides the disclosing Party with prompt notice of the same and cooperates with the disclosing Party with any actions taken by the disclosing Party to protect such Confidential Information, including without limitation the seeking of an appropriate protective order or other remedy. Licensor may collect, analyze and anonymize data, statistics or other information obtained through the provision, use and performance of various aspects of the Services and aggregate such data, statistics or other information with data, statistics or other information (collectively, “Analytics”) obtained from other sources, and may use such Analytics for lawful business purposes, including improvement of the Software and the Services, as long as in doing so Licensor does not re-identify, or attempt to re-identify, any of the Analytics or otherwise link or associate Analytics with any information relating to (i) Customer, or (ii) an identified or identifiable natural person.

3. TERM AND TERMINATION

3.1 **Term.** The term of the Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Agreement, will continue until the first anniversary of the Effective Date (the

“Initial Term”). If neither Party gives notice of its intent not to renew at the end of the then-current Term (as defined below) in accordance with the terms of this Section 3.1, the Term will renew automatically for an additional one year period (each a “Renewed Term” and, collectively with the Initial Term, the “Term”). Either Party may give the other Party written notice of its intent not to renew at least sixty days prior to the end of the then-current Term.

3.2 Termination for Cause. Either Party may immediately terminate this Agreement or any part hereof for cause, in the event of any of the following by the other Party: (i) subject to Section 4 of the Service Level Addendum, a material breach of this Agreement by the other Party which is not cured within thirty (30) days after receipt of written notice in reasonable detail of the breach; (ii) the filing of a petition in bankruptcy or for reorganization or for an arrangement pursuant to any federal or state bankruptcy laws by or on behalf of the other Party or an adjudication of bankruptcy of such Party; or (iii) the filing of a petition proposing the adjudication of the other Party pursuant to any federal or state bankruptcy law and such Party consents to such filing or such petition is not dismissed within ninety (90) days after the filing thereof.

3.3 Limited Customer Termination Right. During the first 90 days of the Initial Term only, upon written notice to Licensor, Customer shall have the right to terminate this Agreement for any reason or no reason and receive a pro rata refund of fees attributable to Services not actually received by Customer under this Agreement.

3.4 Discontinuance of Business. If Licensor determines to cease to conduct a Service in the normal course of business, Licensor shall have the right to terminate this Agreement upon thirty (30) days’ prior written notice.

3.5 Effect of Termination. Immediately upon termination or expiration of this Agreement, Licensor’s obligation to provide the Services will immediately cease, and all unpaid fees and other amounts due from Customer for Services previously provided by Licensor will immediately become due and payable. Each Party shall, within thirty (30) days of termination or expiration of this Agreement, return or destroy, at the option of the other Party, all copies of such other Party’s Confidential Information that are in its possession or control.

3.6 Suspension of Services. Notwithstanding any provision herein to the contrary, Licensor may suspend the Services in the event of any activity by Customer or any of Customer’s Designated Users, if such activity has, or in Licensor’s reasonable assessment is likely to have, an adverse effect on the Services.

4. FEES

4.1 Payments. Customer shall timely pay the fees set forth on the applicable Order Form in United States dollars. Unless otherwise specified on the applicable Order Form, all fees shall be due and payable in advance within thirty (30) days of the date of Customer’s receipt of Licensor’s invoice. All payments not made when due shall be subject to late charges on a pro-rated daily basis equal to the lesser of: (i) one and one-half percent (1.5%) per month of the overdue amount, or (ii) the maximum amount permitted under applicable Law. Customer shall reimburse Licensor for all fees and expenses, including reasonable attorneys’ fees, incurred to collect amounts owed by Customer.

4.2 Taxes. Customer shall be responsible for paying all sales, use and excise taxes that may be due relating to this Agreement and the Services provided hereunder, except for taxes relating to the net income of Licensor.

5. CUSTOMER’S DUTIES AND RESTRICTIONS

5.1 Customer Account. Customer must provide Licensor with the email addresses and names for Customer’s designated end users and administrators (collectively, the “Designated Users”). Customer is solely responsible for maintaining login access to any other systems integrated into the Software, such as email systems and phone dialing applications, and the confidentiality of the accounts and related passwords with respect to such systems of Customer’s Designated Users and Customer is solely responsible for all use of such accounts. Each Designated User must be Customer’s employee or consultant and under Customer’s

control. Customer shall be solely responsible for all use of the Services under Customer's account, including by Customer's Representatives. Customer hereby agrees that the act or omission of a current or former Representative shall be deemed the same as if performed by Customer.

5.2 Affirmative Covenants. Customer shall: (i) ensure Customer's Designated Users, officers, directors employees, contractors, representatives, agents and affiliates (collectively, "Representatives") comply with this Agreement; (ii) take all necessary steps to prevent unauthorized access to or use of the Services, (iii) notify Licensor immediately of any such unauthorized access or use; (iv) comply with applicable federal, state, local, municipal, domestic and foreign laws, rules and regulations ("Law"); (v) use the Services in compliance with all applicable industry standards; (vi) use the Services only for Customer's own internal business purposes and solely in accordance with the terms of this Agreement; and (vii) use the Services solely in accordance with Licensor's instructions.

5.3 Restrictive Covenants. Customer shall not, and Customer will cause Customer's Representatives to not: (i) alter, change, modify, adapt, translate, or make derivative works of the Services; (ii) use the Services in a manner that violates any applicable Law; (iii) transmit any virus or programming routine intended to damage, surreptitiously intercept, or expropriate any system, data, or personal information; (iv) transfer, resell, license, sublicense or otherwise make the Services available to any third party, except as expressly described in this Agreement; (v) use the Services for timesharing, rental, outsourcing, or a service bureau operation; (vi) attempt to gain, or assist others with attempting to gain unauthorized access to Licensor's network, systems or the Services; (vii) decipher, decompile, disassemble, or reverse engineer the Software or assist or encourage any third party to do so; (viii) engage in any activity that violates the rights of others or that interferes with or disrupts the Services; or (ix) upload any file containing any back door, time bomb, Trojan horse, worm, virus or similar malicious code ("Malware").

6. WARRANTIES, DISCLAIMERS AND LIMITATIONS

6.1 Warranties. Each Party represents and warrants to the other that: (i) it is duly organized and existing under the laws of the state of its formation; (ii) it has all requisite power and authority to enter into this Agreement; (iii) there is no outstanding contract, commitment or agreement to which it is a party that conflicts with this Agreement, and (iv) its activities relating to this Agreement will not violate any applicable Law. Additionally, Licensor represents and warrants to Customer that the Software will not contain any Malware. Licensor will use reasonable efforts not to transmit Malware to Customer, provided that it shall not be a breach of Licensor's covenant to Customer if Customer or a Designated User uploads a file containing Malware in contravention of Customer's obligations under Section 5.3(ix).

6.2 Services Warranty. If Customer reasonably believes Licensor has failed in a material respect to perform the Services in accordance with the terms of this Agreement, Customer shall notify Licensor within thirty (30) days after the defective Services were performed, and in the event of such defective Services, Customer's sole and exclusive remedy, and Licensor's sole and exclusive obligation, shall be for Licensor to correct the defects or re-perform the Services.

6.3 Warranty Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, LICENSOR MAKES NO WARRANTY, (EXPRESS, IMPLIED OR STATUTORY) AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, REPRESENTATIONS, OR CONDITIONS, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ALL SERVICES PROVIDED BY LICENSOR ARE PERFORMED AND PROVIDED ON AN "AS-IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. LICENSOR DOES NOT WARRANT THAT THE SERVICES OR ITS WORK PRODUCT WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR WITHOUT DELAY. CUSTOMER ACKNOWLEDGES THAT, AS A SAAS-BASED SERVICE, THE FUNCTIONALITY AND INTERFACES OF THE SERVICES MAY CHANGE OVER TIME.

6.4 Limitation of Liability. EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, A BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS OR VIOLATION OF LICENSOR'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING LOST PROFITS, DAMAGES FOR LOSS OF GOODWILL, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE APPLICABLE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, A BREACH OF CONFIDENTIALITY OBLIGATIONS OR A VIOLATION OF LICENSOR'S INTELLECTUAL PROPERTY RIGHTS, EACH PARTY'S TOTAL AGGREGATE AND CUMULATIVE LIABILITY TO THE OTHER SHALL NOT EXCEED THE AMOUNT PAID OR PAYABLE TO LICENSOR IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM THAT GAVE RISE TO SUCH LIABILITY.

6.5 Prohibition of Claim. CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT ANY CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT OR RELATING TO THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

6.6 Application. SECTIONS 6.3, 6.4 AND 6.5 SHALL APPLY TO THE FULLEST EXTENT PERMISSIBLE UNDER LAW AND SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND THE PERFORMANCE OF ANY SERVICES TO BE RENDERED HEREUNDER.

7. INDEMNIFICATION

7.1 By Licensor.

7.1.1 Licensor will defend, indemnify and hold Customer harmless against any third-party claim, demand, suit, investigation or proceeding (each, a "Claim") made or brought against Customer alleging that the use of the Services as permitted hereunder infringes or misappropriates a third-party copyright, trade secret, trademark or United States patent. Licensor will pay all costs, reasonable attorneys' fees and any settlement amounts agreed to by Licensor or damages awarded in connection with the Claim.

7.1.2 If Customer's use of the Services has become, or in Licensor's opinion is likely to become, the subject of any Claim, Licensor may at its option and expense: (i) procure for Customer the right to continue using the Services as set forth herein; (ii) modify the Services to make it non-infringing; or (iii) if the foregoing options are not reasonably practicable, terminate this Agreement and refund Customer any unused pre-paid fees.

7.1.3 Licensor will have no liability or obligation with respect to any Claim to the extent caused by: (i) Customer's use of the Services that is not in accordance with this Agreement or not reasonably foreseeable by Licensor; or (ii) the combination, operation or use of the Services with other applications, portions of applications, products or services where the Services would not by itself be infringing.

7.1.4 This Section 7.1 states Licensor's entire and exclusive obligation, and Customer's exclusive remedy, for any claim of any nature related to the subject matter described in this Section 7.1.

7.2 By Customer. Customer will defend, indemnify and hold Licensor and its Representatives harmless against any Claim made or brought against Licensor arising from Customer's breach, or alleged breach, of this Agreement.

7.3 Conditions. As a condition of the obligations set forth in this Section 7, a Party entitled to indemnification (the "Indemnified Party") will: (a) provide prompt written notice of the applicable Claim to the other Party (the "Indemnifying Party"); (b) provide the Indemnifying Party with sole control of the applicable

defense and settlement; and (c) cooperate as requested by the Indemnifying Party, at the Indemnifying Party's expense. The Indemnifying Party will not agree to any settlement without the consent of the Indemnified Party, which consent shall not be unreasonably withheld.

8. GENERAL TERMS

8.2 Publicity. Licensor shall have the right to identify Customer as a Licensor customer for purposes of promotion and marketing of the Services, subject to Customer's prior approval which shall not be unreasonably withheld, delayed or conditioned (and will be deemed given if no contrary indication is received from Customer within one (1) week from the date of written request for approval).

8.3 Law; Dispute Resolution. This Agreement will be governed by and construed under the laws of the Commonwealth of Massachusetts, without reference to principles of conflict of laws. Any dispute arising between the Parties will be settled in an action commenced and maintained in any court sitting in Suffolk County, Massachusetts. The Parties irrevocably consent and submit to the exclusive personal jurisdiction of such courts if there is any dispute between them and agree not to challenge or assert any defense to the jurisdiction of such courts.

8.4 Relationship. This Agreement does not create any agency, partnership, franchise, joint venture, or any other such relationship between the Parties. Neither Party is granted any express or implied right or authority to assume or create any obligation on behalf of or in the name of the other Party or to bind the other Party in any matter whatsoever.

8.5 Severability. If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision will be automatically reformed and construed so as to be valid, legal, operative, and enforceable to the maximum extent permitted by applicable law while preserving its original intent. The invalidity, illegality, or unenforceability of any part of this Agreement will not render invalid the remainder of this Agreement.

8.6 Survivability. Sections 1.3, 1.5, 2, 3, 4, 5.2, 5.3, 6.3, 6.4, 6.5, 6.6, 7 and 8 shall survive and continue to bind the Parties after execution and delivery of this Agreement and its expiration or early termination to the extent and for as long as may be necessary to give effect to the rights, duties and obligations of the Parties pursuant to this Agreement, subject to any applicable statutes of limitation.

8.7 Waiver. Failure by a Party to insist upon strict performance of any provision herein by the other Party will not be deemed a waiver by the first Party of its rights or remedies or a waiver by it of any subsequent default by the other Party, and no waiver will be effective unless it is in writing and duly executed by the Party entitled to enforce the provision being waived.

8.8 Amendment. This Agreement may only be amended in a writing executed by both Parties.

8.9 Notice. All notices sent hereunder will be in writing, will be effective upon receipt (except as provided below), and may be: (i) personally delivered; or (ii) sent by a nationally recognized overnight commercial delivery service with provision for receipt, postage or delivery charges prepaid (effective upon receipt or refused delivery); and will be addressed to the Parties at the address set forth below or as updated in writing by a Party in accordance with this Section 8:

Licensor:

Acuity Sales Decision Science, Inc.
Attn: Chief Financial Officer
10 Wheelwright Road
Medfield, MA 02052

Customer

Attn: _____

8.10 Force Majeure. Except with regard to payments due to Licensor, neither Party will be liable for any delays or failures in performance due to circumstances beyond its reasonable control. In the event any such delay continues for a period of thirty (30) or more days, then either Party may terminate this Agreement upon five (5) business days' prior written notice, provided Customer shall remain responsible for payments due to Licensor prior to termination.

8.11 Assignment. Neither Party has the right to assign, transfer, or pledge any of its rights, duties, or obligations hereunder without the prior written consent of the other Party, which consent may not be unreasonably withheld; provided, however, that either Party may assign this Agreement to a successor in the event of a merger, sale of substantially all of its assets, acquisition or other change of control with respect to such Party or any division of its business without the need for such prior written consent. The Agreement is binding upon and inures to the benefit of each Party and its respective successors and permitted assigns, subject to the restrictions against assignment provided in this Section 8.11.

8.12 Construction. In this Agreement, unless a clear contrary intention appears: (i) where not inconsistent with the context, words used in the present tense include the future tense and vice versa and words in the plural number include the singular number and vice versa; (ii) reference to any person includes such person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement; (iii) reference to any gender includes each other gender; (iv) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and includes all addenda, exhibits and schedules thereto; (v) the titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement; (vi) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or Subsection of this Agreement; (vii) "including" (and with correlative meaning, "include") means including without limiting the generality of any description preceding such term and (viii) any reference to "dollars" means United States Dollars.

8.13 Entire Agreement. Except as amended after the date hereof pursuant to Section 8.8, this Agreement, the applicable Order Form, Schedules and Exhibits hereto, including the Service Level Addendum, constitute the entire Agreement between the Parties and supersede all prior and contemporaneous undertakings and agreements between the Parties, whether written or oral, with respect to the Services. In the event of any conflict between this Agreement and any Order Form, the terms of the Order Form shall govern.

[8.14 EU Personal Data. The following terms have the meanings given in the General Data Protection Regulation (EU) 2016/679 (the "GDPR"): "personal data", "data subject", "processor" and "process". To the extent Licensor processes personal data relating to data subjects located in the European Economic Area or the United Kingdom or that is otherwise regulated by the GDPR solely on behalf of Customer, and Licensor is considered a processor of such personal data on behalf of Customer, the terms of the Data Processing Addendum, attached hereto as Exhibit C (the "DPA"), shall apply.] OPTION 1

[8.14 Limitation on EU Personal Data. The Parties acknowledge and agree that this Agreement does not contemplate that Customer will disclose or provide access to Licensor to any personal data that is regulated by the General Data Protection Regulation (EU) 2016/679 ("EU Personal Data"). If Customer intends to disclose EU Personal Data hereunder, Customer will provide prior written notice to Licensor and the Parties will negotiate an amendment to this Agreement (in accordance with Section 8.8) that will include additional terms (including any terms required by applicable law) governing such EU Personal Data (a "Personal Data Amendment"). For the avoidance of doubt, Customer shall not disclose or provide access to Licensor to any EU Personal Data unless and until the Parties have entered into a Personal Data Amendment. Customer further represents, warrants and covenants that it will not upload to the Software or otherwise make available to or accessible by Licensor any EU Personal Data.] OPTION 2

Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date

[COMPANY NAME]

ACUITY SALES DECISION SCIENCE, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit B

Service Level Addendum

1. Availability Objective: Licensor will provide 99.50% Availability (as defined below) for the Software within Licensor's Immediate Control. For purposes hereof, "Availability" or "Available" means the Software is available for access and use through Licensor's Internet connection.

"Immediate Control" includes all components below:

- a) Licensor's network services within the Licensor data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in Licensor's data center (i.e., public Internet connectivity);
- b) Hardware provided by Licensor and managed at the Licensor data center.

Specifically excluded from the definition of "Immediate Control" are the following:

- a) Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Customer and Customer's network services which allow the Customer to access the Software. These components are controlled by the Customer and their performance or failure to perform can impair or disrupt Customer's connections to the Internet and the transmission of data.
- b) Equipment, data, Advertisements, materials, software, hardware, services and/or facilities provided by Ad Networks or other third party vendors or service providers of Customer.
- c) Acts or omissions of Customers, its employees, contractors, agents or representatives, Ad Networks, third party vendors or service providers of Customer or anyone gaining access to Licensor's network at the request of Customer.
- d) Issues arising from bugs or other problems in the software, firmware or hardware of third parties.
- e) Delays or failures due to circumstances beyond Licensor's reasonable control that could not be avoided by its exercise of due care.
- f) Any outage, network unavailability or downtime outside the Licensor data center.

2. Maintenance Window Scheduled Downtime: Licensor has a periodic "Maintenance Window" during which maintenance, upgrades and repair can occur. In addition to standard scheduled Maintenance Window, Licensor may require additional scheduled downtime from time to time. These periodic and scheduled windows may take several hours to complete. Licensor will notify Customer in advance of any planned maintenance where possible. All planned downtime, including the standard Maintenance Window and the scheduled down time, are excluded from the Availability calculation.

3. Availability Calculation: Availability is based on a weekly 7 day x 24-hour calculation excluding scheduled downtime. The calculation will be as follows: $((a - b) / a) \times 100$ where "a" is the total number of hours in a given calendar month, and "b" is the total number of hours that service is not Available in a given month. Specifically excluded from "b" in the calculation of the Availability measurement are (1) all planned down time including the standard Maintenance Window and the other scheduled down time; (2) a service interruption caused by a security threat until such time as the security threat has been eliminated; (3) reasons of a Force Majeure Event (as defined in this Agreement) or events which are outside Licensor's Immediate Control as defined above; (4) use of unapproved or modified hardware by or on behalf of Customer software; and/or (5) issues arising from misuse of the Licensor provided Services by Customer or its agents, customers or third party contractors.

4. Remedies: The remedies stated in this Section are the Customer's sole and exclusive remedies and Licensor's sole and exclusive obligations for service interruption. In the event that Licensor is unable to provide the Availability objective noted below in any given calendar month, Customer will receive a credit on their next monthly invoice equal to the corresponding percentage noted below of one (1) month's service fees in which

the Availability objective was not obtained, which shall not exceed 33% of the fees due to Licensor for that calendar month.

Services Availability	Credit
Uptime of 99.5% - 100%	No Credit
Uptime of 98.5% - 99.5%	1%
Uptime of 97.5% - 98.5%	2%
Uptime of 96.5% - 97.5%	5%
Uptime of 95.0% - 96.5%	10%
Uptime of 90.0% - 95.0%	15%
Less than 90%	33%

Customer's right to receive service credit(s) will be Customer's exclusive remedy for Licensor's failure to satisfy the Service Level Agreement. Remedies will not accrue (i.e., no Service Credits will be issued and an outage will not be considered unavailability for purposes of this Service Level Addendum) if Customer is not current in its payment obligations either when the outage occurs or when the credit would otherwise be issued. To receive Service Credits, Customer must submit a written request, within sixty (60) days after the end of the month in which the Software was unavailable, or Customer's right to receive Service Credits with respect to such unavailability will be waived. Where a Force Majeure Event (as defined in this Agreement) prevents full Availability for more than five (5) consecutive days in any six (6) month period, Customer's sole remedy is to terminate the Agreement on thirty (30) day's written notice to Licensor. In such case, neither Party will be liable for penalties or damages arising out of a failure to perform under this Schedule.

5. Customer Support: Customer support for the Software can be reached at Support@AcuitySDS.com and shall be available at all times (24 hours a day, 7 days a week). Licensor has structured a response plan to address the most critical issues first. Cases will be opened upon receipt of request or identification of issue, and incidents will be routed and addressed according to the following:

Severity Level	Error State Description	Target Response Time	Target Resolution Within
1 – Critical Priority	Renders the Software inoperative, or causes to fail catastrophically	30 minutes	4 Hours
2 – High Priority	Affects the operation of the Software and materially degrades Customer's use thereof	2 hours	12 hours
3 – Medium Priority	Affects the operation of Software but does not materially degrade Customer's use thereof	24 hours	--
4 – Low Priority	Causes only a minor impact on the operation of the Software	48 hours	--

