BELLWETHR TERMS AND CONDITIONS

Capitalized terms used but not defined in these Terms and Conditions (the "**Terms**") shall have the meaning set forth in the Order Form above.

1. **Services**.

    1.1   Software License. Subject to the terms and conditions hereof, Bellwethr hereby grants to Customer a limited, non-transferable, and non-exclusive license (the "**License**") to integrate the Software into Customer's own technology (the "**Customer's Technology**") and to use the Software during the term of this Agreement solely in accordance with the terms of this Agreement and any specifications, instructions, and documentation (collectively, the "**Documentation**") provided by Bellwethr.

    1.2   Service Level Standards. Bellwethr will use commercially reasonable efforts to ensure that the Software meets the service level standards set forth in Exhibit B ("**Service Level Standards**"). Customer understands and agrees that Customer's sole remedy for any failure by the Software to perform to the Service Level Standards shall be the Service Credits set forth in Exhibit B.

    1.3   Implementation and Additional Support Services. During the term hereof, Bellwethr may provide Customer with the Implementation Support Services and the Additional Support Services (the Software, the Implementation Support Services, and the Additional Support Services are collectively referred to herein as the "**Services**"). Customer shall provide Bellwethr and its representatives with access to Customer's systems and personnel as necessary to enable Bellwethr to perform and deliver the Implementation Support Services.

2. **Financial Terms**.

    2.1   Fees Generally. In consideration for the provision of the Services, Customer shall pay to Bellwethr the fees set forth by Bellwethr (the "**Fees**") in accordance with this Section 2.

    2.2   Implementation Fees. Unless otherwise stated, Customer shall pay the Fees for any Implementation Support Services in full upon receipt of invoice from Bellwethr.

    2.3   Software Fees. At the beginning of each calendar month Customer hereby authorizes Bellwethr to automatically charge the method of payment on file with Bellwethr or its payment processors. The first fee will be prorated based on the amount of days between signup and the end of the month.

    2.4   Method of Payment. Unless Bellwethr states otherwise in writing, all amounts due and payable hereunder shall be paid (a) in U.S. Dollars, and (b) by check or cash in immediately available funds to an account designated by Bellwethr, by credit/debit card via an authorized Bellwethr payment processor, or by any other method approved in writing by Bellwethr.

    2.5   Changes to Software Fees. Bellwethr may notify Customer of any changes to the Fees by providing Customer with 90 days' advanced written notice of such changes, which Fee change shall become effective upon termination of the 90-day period if Customer chooses to continue using the Services. Customer acknowledges that Customer's sole remedy in the event of a Fee change is to terminate this Agreement as set forth in Section 9.1.

    2.6   Interest and Taxes. Interest on any late payments will accrue at the rate of 1.5% per month, or the highest rate permitted by law, whichever is lower, from the date such amount is due until the date such amount is paid in full. Customer will be responsible for, and will pay all sales and similar taxes, and all similar fees levied upon the provision of the Services, excluding only taxes based solely on Bellwethr's net income. Customer will indemnify and hold Bellwethr harmless from and against any and all such taxes and related amounts levied upon the provision of the Services and any costs associated with the collection or withholding thereof, including penalties and interest.

3. **Confidentiality**.

    3.1   Definition. "**Confidential Information**" means all information disclosed (whether in oral, written, or other tangible or intangible form) by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") concerning or related to this Agreement or the Disclosing Party (whether before, on, or after the Effective Date) that is marked

"Confidential" or "Proprietary" or with similar designation by the Disclosing Party, or that otherwise should reasonably be deemed to be confidential based on the context and nature of the information. Confidential Information includes, but is not limited to, computer programs in source and/or object code, technical drawings, algorithms, know-how, prototypes, models, samples, formulas, processes, ideas, inventions (whether patentable or not), discoveries, methods, strategies and techniques, research, development, design details and specifications, financial information, procurement and/or purchasing requirements, customer lists, information about investors, employees, business or contractual relationships, sales and merchandising data, business forecasts and marketing plans, and similar information.

3.2   Obligations. The Receiving Party shall maintain in confidence the Confidential Information during the term of this Agreement and for a period of three (3) years thereafter, and will not use such Confidential Information except as expressly permitted in this Agreement. The Receiving Party will use the same degree of care in protecting the Confidential Information as the Receiving Party uses to protect its own confidential and proprietary information from unauthorized use or disclosure, but in no event less than reasonable care. Confidential Information will be used by the Receiving Party solely for the purpose of carrying out the Receiving Party's obligations under this Agreement. In addition, the Receiving Party will only disclose Confidential Information to its directors, officers, employees and/or contractors who have a need to know such Confidential Information in order to perform their duties under this Agreement, and only if such directors, officers, employees and/or contractors are bound by confidentiality obligations with respect to such Confidential Information no less restrictive than the non-disclosure obligations contained in this Section 3.2. Each Party agrees that the terms and conditions of this Agreement will be treated as Confidential Information of both Parties and will not be disclosed to any third party; provided, however, that each Party may disclose the terms and conditions of this Agreement (a) to such Party's legal counsel, accountants, banks, financing sources and their advisors, (b) in connection with the enforcement of this Agreement or rights under this Agreement, or (c) in connection with an actual or proposed merger, acquisition, or similar transaction. Notwithstanding any terms to the contrary in this Agreement, any suggestions, comments or other feedback provided by Customer to Bellwethr with respect to Bellwethr or the Services (collectively, "**Feedback**") will constitute Confidential Information of Bellwethr. Further, the Parties understand and agree that Bellwethr shall own all right, title and interest in and to the Feedback, and Bellwethr will be free to use, disclose, reproduce, license and otherwise distribute and exploit the Feedback provided to it as it sees fit, entirely without any restrictions of any kind or any payment or other obligation to Customer or its representatives and agents.

3.3   Exceptions. Notwithstanding anything to the contrary herein, Confidential Information will not include information that: (a) is in or enters the public domain without breach of this Agreement through no fault of the Receiving Party; (b) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (c) the Receiving Party can demonstrate was developed by the Receiving Party independently, and without use of or reference to, the Confidential Information; or (d) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation. In addition, the Receiving Party may disclose Confidential Information that is required to be disclosed by law or by a subpoena or order issued by a court of competent jurisdiction or other governmental authority (each, an "**Order**"), but solely on the conditions that the Receiving Party: (i) to the extent permitted by law, gives the Disclosing Party written notice of the Order promptly after receiving it; and (ii) cooperates fully with the Disclosing Party before disclosure to provide the Disclosing Party with the opportunity to interpose any objections it may have to the disclosure of the information required by the Order and seek a protective order or other appropriate relief. In the event of any dispute between the Parties as to whether specific information is within one or more of the exceptions set forth in this Section 3.3, the Receiving Party will bear the burden of proof, by clear and convincing evidence, that such information is within the claimed exception(s).

3.4   Remedies. The Receiving Party acknowledges that any unauthorized disclosure of Confidential Information will result in irreparable injury to the Disclosing Party, which injury could not be adequately compensated by the payment of money damages. In addition to any other legal and equitable remedies that may be available, the Disclosing Party will be entitled to seek and obtain injunctive relief against any breach or threatened breach by the Receiving Party of the confidentiality obligations hereunder, from any court of competent jurisdiction, without being required to show any actual damage or irreparable harm, prove the inadequacy of its legal remedies, or post any bond or other security.

4. Intellectual Property Rights.

4.1   Generally. No provision of this Agreement shall be construed as an assignment or transfer of ownership of any copyrights, patents, trade secrets, trademarks, or any other intellectual property rights (collectively, "**Intellectual Property Rights**") from either Party to the other.

4.2   Software and Services. Bellwethr shall own and retain all right, title and interest in and to: (a) the Bellwethr name, logo, trademarks and service marks (collectively, "**Marks**"); (b) the Software and the Documentation; (c) all improvements, enhancements and modifications to the Software and the Documentation; (d) any other Services provided to Customer under this Agreement and any work products or deliverables resulting therefrom (except for any work products or deliverables developed by Bellwethr exclusively for Customer as part of the Implementation Support Services or Additional Support Services); and (e) all Intellectual Property Rights related to any of the foregoing. Bellwethr only grants Customer the right to use the Services during the term of, and in accordance with the provisions of, this Agreement.

4.3   Customer's Technology. Customer shall own and retain all right, title and interest in and to: (a) the Customer Marks; (b) Customer's Technology; (c) all improvements, enhancements and modifications to Customer's Technology; and (d) all Intellectual Property Rights related to any of the foregoing. Notwithstanding the foregoing, Bellwethr shall have the right to use the Customer Marks for promotional purposes on its website and marketing materials solely to refer to Customer as a customer of Bellwethr.

5. End User Data.

5.1   Ownership of End User Data. All End User Data (as defined below), including any End User Data generated through the use of the Software but excluding the Bellwethr Analytics Data (as defined below), shall belong to Customer, provided that Bellwethr shall have the right to access, use, and process such End User Data for the purpose of providing the Services to Customer during the term of this Agreement. As used herein, "**End User Data**" means data relating to End Users, including any names, email addresses, cookie identifiers, or other information that reasonably identifies an individual or device.

5.2   Consent from End Users. Customer acknowledges that, in the course of the provision of the Services, Bellwethr may (a) use, access, collect, and process End User Data in order to perform the Services, (b) transfer the End User Data to Bellwethr's servers for processing, analysis, and retention, and (c) host and store the End User Data on Bellwethr's servers (including servers hosted with third-party providers). Customer represents, warrants, and covenants that Customer will (i) be solely responsible for obtaining the consent of End Users to the collection, use and collection of the End User Data pursuant to the terms of this Agreement, and (ii) not transfer to or share with Bellwethr, nor enable Bellwethr to collect, any End User Data, unless Customer has obtained any consents necessary to provide such End User Data to Bellwethr and has otherwise ensured the legality of such data collection or transfer.

5.3   Analytics Data. Customer acknowledges and agrees that Bellwethr may monitor, collect, use and store anonymous and aggregate statistics regarding use of the Services and/or any individuals/entities that interact with the Services (collectively, "**Bellwethr Analytic Data**"). Customer grants Bellwethr and its affiliates, an unlimited, perpetual, and irrevocable license to use the Bellwethr Analytic Data for any purpose.

6. Representations, Warranties and Remedies.

6.1   General Representations and Warranties. Each Party represents and warrants that (a) it is validly existing and in good standing under the laws of the place of its establishment or incorporation, (b) it has full corporate power and authority to execute, deliver and perform its obligations under this Agreement, (c) the person signing this Agreement on its behalf has been duly authorized and empowered to enter into this Agreement, and (d) this Agreement is valid, binding and enforceable against it in accordance with its terms, except to the extent limited under laws relating to insolvency, bankruptcy, and the like.

6.2   Specific Representations and Warranties. Bellwethr represents and warrants that (a) the Services will conform, in all material respects, to the applicable specifications set forth in the Documentation, and (b) it will perform the Implementation Support Services and Additional Support Services, if any, in a professional and workmanlike manner. Customer represents and warrants that Customer: (i) will use the Services only in compliance with this Agreement and all applicable laws and regulations; and (ii) shall not infringe upon any third party's Intellectual Property Rights in its use of the Services.

6.3   Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BELLWETHR DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT AND ANY THIRD-PARTY SERVICES, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL: (A) WARRANTIES OF MERCHANTABILITY; (B) WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT BELLWETHR KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE); OR (C) WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE. NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THIS AGREEMENT, COMPANY ACKNOWLEDGES AND AGREES THAT BELLWETHR MAY MODIFY THE FEATURES OF THE SERVICES FROM TIME TO TIME, AT BELLWETHR'S SOLE DISCRETION.

7.   Indemnification Obligations.

7.1   Infringement Indemnity. Bellwethr, at its sole expense, will defend Customer and its directors, officers, employees and agents ("**Customer Indemnitees**") from and against any and all third-party claims, suits, actions or proceedings (each a "**Claim**"), and indemnify Customer from any related damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees, costs, penalties, interest and disbursements) (collectively, "**Losses**") that are awarded by a court of competent jurisdiction or included in a settlement approved, in advance and in writing, by Bellwethr arising from or relating to: (a) a Claim that the Software infringes the Intellectual Property Rights of any third party, (b) any recklessness or willful misconduct by Bellwethr and its employees, contractors and/or service providers, (c) any material breach of Bellwethr's obligations under this Agreement (including, but not limited to, any alleged or actual breach of any of Bellwethr's representations, warranties or covenants under this Agreement), or (d) any violation of applicable laws by Bellwethr and its employees, contractors and/or service providers. In the event of a Claim pursuant to Section 7.1(a), Bellwethr may, at its option and expense (i) obtain for Customer the right to continue to exercise the rights granted to Customer under this Agreement; (ii) substitute the allegedly infringing component for an equivalent non-infringing component; or (iii) modify the Services to make them non-infringing. If none of subparts (i), (ii), or (iii) in the foregoing sentence are obtainable on commercially reasonable terms, Bellwethr may terminate this Agreement, effective immediately, by written notice to Customer. Upon a termination of this Agreement pursuant to this Section 7.1, Customer must cease using the Services and Bellwethr will refund the Fees Customer paid to Bellwethr for the Services adjusted pro-rata for any period during the term of this Agreement when the Software was provided to Customer. Bellwethr's indemnification obligations do not extend to Claims arising from or relating to: (A) any negligent or willful misconduct of Customer, any Customer Indemnitees or any third party; (B) any combination of the Services (or any portion thereof) by Customer, any Customer Indemnitees or any third party with any equipment, software, data or any other materials not approved by Bellwethr; (C) any modification to the Services by Customer, any Customer Indemnitees or any third party not expressly authorized by Bellwethr; (D) the use of the Services by Customer, any Customer Indemnitees or any third party in a manner contrary to the terms of this Agreement where the infringement would not have occurred but for such use; (E) the continued use of the Services after Bellwethr has provided substantially equivalent non-infringing software or services; (F) any Customer services or products (including Customer's Technology); or (vii) any act or omission of any Customer or any Customer Indemnitees.

7.2   Customer Indemnity. Customer, at its sole expense, will defend Bellwethr and its directors, officers, employees and agents ("**Bellwethr Indemnitees**") from and against any Claims and indemnify Bellwethr Indemnitees from any related Losses arising from or relating to (a) Customer's Technology or any other Customer products or services (including, without limitation, a Claim that the Customer's Technology infringes the Intellectual Property Rights of any third party), (b) any recklessness or willful misconduct by Customer, Customer Indemnitees or any other party acting on Customer's behalf, (c) any alleged or actual breach of Customer's obligations under this Agreement (including, but not limited to, any alleged or actual breach of any of Customer's representations, warranties or covenants under this Agreement), or (d) any violation of applicable laws by Customer and the Customer Indemnitees.

7.3   Procedures. The obligations of each Party to indemnify the other pursuant to this Section 7 are conditioned upon the indemnified Party: (a) giving prompt written notice of the Claim to the indemnifying Party once the indemnified Party becomes aware of the Claim (provided that failure to provide prompt written notice to the indemnifying Party will not alleviate an indemnifying Party's obligations under Section 7 to the extent any associated delay does not materially prejudice or impair the defense of the related Claims); (b) granting the indemnifying Party the option to take sole control of the defense (including granting the indemnifying Party the right to select and use counsel of its own choosing) and settlement of the Claim (except that the indemnified Party's prior written approval will be required for any

settlement that reasonably can be expected to require an affirmative obligation of the indemnified Party); and (c) providing reasonable cooperation to the indemnifying Party and, at the indemnifying Party's request and expense, assistance in the defense or settlement of the Claim.

8.   Limitation of Liability.

8.1   Consequential Damages Waiver. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

8.2   Liability Cap. EXCEPT FOR (A) CUSTOMER'S OBLIGATION TO PAY THE FEES, AND (B) EACH PARTY'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 7, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY WILL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO BELLWETHR DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDEING THE EVENT WHICH GAVE RISE TO SUCH LIABILITY.

9.   Term, Termination and Effect of Termination.

9.1   Term and Termination. This Agreement commences upon the Effective Date and continues in effect until terminated by either Party pursuant to this Section 9.1. Either Party may terminate this Agreement as follows: (a) as expressly set forth elsewhere in this Agreement; (b) with or without cause, with thirty (30) days' advance written notice to the other Party; (c) if the other Party materially breaches this Agreement (including, without limitation, in the case of Customer, nonpayment of the Fees when due and use of the Software in any unahtorized manner) and does not remedy such failure within fifteen (15) days after its receipt of written notice of such breach (unless the breach is of a nature that is incapable of being incurred, in which case the non-breaching Party may terminate this Agreement immediately upon written notice); or (d) if the other Party terminates its business activities or becomes insolvent, admits in writing to inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority.

9.2   Effect of Termination. Upon any termination of this Agreement: (a) the License any other rights granted to Customer under this Agreement with respect to the Services will immediately cease, (b) Customer will immediately pay to Bellwethr all amounts due and payable up to and through the effective date of termination, (c) Bellwethr shall have no obligation to refund any prepaid Fees, and (d) the Receiving Party will, at the option of the Disclosing Party, promptly return to the Disclosing Party or destroy all Confidential Information of Disclosing Party then in the Receiving Party's possession. Notwithstanding any terms to the contrary in this Agreement, any provision of this Agreement that, by its nature and context, is intended to survive this Agreement (including, without limitation, with respect to ownership of Intellectual Property Rights, confidentiality and limitation of liability) will survive any termination of this Agreement.

10.   Restrictions on Customer's Use of the Software. Except as expressly authorized by this Agreement, Customer may not (a) modify, disclose, alter, translate or create derivative works of the Software or the Documentation (or any components of the foregoing), (b) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Software or the Documentation (or any components of the foregoing), (c) use the Software to store or transmit any viruses, software routines or other code designed to permit unauthorized access, to disable, erase or otherwise harm software, hardware or data, or to perform any other harmful actions, (d) copy, frame or mirror any part or content of the Software, (e) build a competitive product or service, or copy any features or functions of the Software, (f) interfere with or disrupt the integrity or performance of the Software, (g) attempt to gain unauthorized access to the Software or related systems or networks, (h) disclose to any third party any performance information or analysis relating to the Software, (i) use the software components of the Software, or allow the transfer, transmission, export or re-export of such software components or any portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, OFAC, or any other government agency, (j) remove, alter or obscure any proprietary notices in or on the Software, including any copyright notices, (k) cause its personnel or any third party to do any of the foregoing. Customer will use best efforts to prevent unauthorized access to, and use of, any passwords and the Software, and will immediately notify Bellwethr in writing of any unauthorized use that comes to Customer's attention.

11.   Responsibilities. Customer shall be responsible for: (a) obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services; (b) maintaining the security of Customer's

infrastructure, equipment, accounts, passwords (including but not limited to administrative and user passwords) and files; and (c) providing Bellwethr and its personnel with support and system access needed to perform the Services.

12.   General Provisions.

12.1   Entire Agreement. This Agreement, including all exhibits to this Agreement, all of which are incorporated herein by reference, sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements, proposals, negotiations, conversations, discussions and understandings, written or oral, with respect to such subject matter and all past dealing or industry custom.

12.2   Independent Contractors. Neither Party will, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner or partner of the other Party, and the relationship between the Parties will only be that of independent contractors. Neither Party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

12.3   Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of Delaware, without giving effect to the conflicts of laws provisions of any jurisdiction. The state or federal court in Pottawatomie, Kansas will be the jurisdiction in which any suits should be filed if they relate to this Agreement. Prior to the filing or initiation of any action or proceeding relating to this Agreement, the Parties must participate in good faith mediation in Pottawatomie, Kansas. If a Party initiates any proceeding regarding this Agreement, the prevailing Party to such proceeding is entitled to reasonable attorneys' fees and costs for claims arising out of this Agreement.

12.4   Third-Party Services. Customer acknowledges and agrees that Bellwethr uses third-party services (including hosting infrastructures) in connection with the Services (the "**Third-Party Services**"), and Bellwethr disclaims any liability with respect to the Third-Party Services. Customer agrees to abide by the terms and conditions provided by Bellwethr with respect to the Third-Party Services.

12.5   Assignment. Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned or delegated by either Party, by operation of law or otherwise, without the prior written consent of other Party, and any attempted transfer, assignment or delegation without such consent will be void and without effect. Notwithstanding the foregoing, either Party may assign its rights and obligations hereunder in connection with a merger, reorganization, consolidation, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will be binding upon, will inure to the benefit of the Parties and their respective representatives, heirs, administrators, successors and permitted assigns.

12.6   Amendments and Waivers. No modification, addition or deletion, or waiver of any rights under this Agreement will be binding on a Party unless in writing and signed by a duly authorized representative of each Party. No failure or delay (in whole or in part) on the part of a Party to exercise any right or remedy hereunder will operate as a waiver thereof or effect any other right or remedy. All rights and remedies hereunder are cumulative and are not exclusive of any other rights or remedies provided hereunder or by law. The waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any subsequent breach or default.

12.7   Notices. Any notice or communication required or permitted to be given hereunder must be in writing, and may be delivered by hand, deposited with an overnight courier, sent by confirmed email, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving Party as identified on this Agreement or at such other address as may hereafter be furnished in writing by either Party to the other Party. Such notice will be deemed to have been given as of the date it is delivered. Notice is effective on the earlier of 10 days from being deposited for delivery or the date on the confirmed facsimile, confirmed email or courier receipt.

12.8   Severability. If any provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement will nonetheless remain in full force and effect. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.

12.9 <u>Counterparts</u>. This Agreement may be executed: (a) in two or more counterparts, each of which will be deemed an original and all of which will together constitute the same instrument; and (b) by the Parties by exchange of signature pages by mail, facsimile or email (if email, signatures in Adobe PDF or similar format).

12.10 <u>Force Majeure</u>. Neither Party will be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control including, but not limited to, acts of God (fire, storm, floods, earthquakes, etc.), acts of terrorism, civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of any Third-Party Services, labor disturbances, vandalism, cable cut, computer viruses or other similar occurrences, or any malicious or unlawful acts of any third party (a "**Force Majeure Event**").

12.11 <u>Construction</u>. This Agreement shall be deemed to be the product of all of the Parties, and no ambiguity shall be construed in favor of or against any one of the Parties.

EXHIBIT B
SERVICE LEVEL STANDARDS

1. **Service Levels**

Bellwethr will use commercially reasonable efforts to make the Services available 99.9% or more of the time during any calendar month. Subject to the exclusions set forth below, an outage will be defined as any time where the Services are not available due to a cause within the control of Bellwethr. The availability standard does not apply to any feature of the Services that Bellwethr identifies as a "beta" feature or service.

2. **Service Credits**

If Bellwethr fails to achieve the availability percentage above, Customer will be eligible to receive a credit ("**Service Credit**") calculated as a percentage of the Fees. The Service Credits increase is based on the amount of aggregate outage as set forth below.

Service Availability	Service Credit
Less than 99.99%	1%
Less than 99.9%	4%
Less than 99%	8%
Less than 98%	10%

Service Credits are non-transferable and will be issued in U.S. dollars. To receive a Service Credit, Customer must contact Bellwethr in writing within 30 days following the outage and demonstrate to Bellwethr's reasonable satisfaction that Customer's use of the Service was adversely affected as a result of the outage. Any validated Service Credits will be applied against the next open invoice due to Bellwethr by Customer.

3. **Exclusions**

Bellwethr does not include in its calculation of downtime any time the Services are not provided due to:

▪ Planned maintenance windows where notice of planned unavailability has been given, via email, at least two business days prior to the outage, unless in the case of emergency changes;
▪ Force Majeure Events;
▪ Actions or inactions on Customer's part;
▪ Events arising from Customer's systems or any Customer websites;
▪ ISP or Internet outages outside of Bellwethr's control; or
▪ Outages reasonably deemed necessary by Bellwethr.

4. **Sole Remedy**

Notwithstanding any terms to the contrary in this Agreement, the Service Credits are Customer's sole and exclusive remedy for any outage of the Services.