

**POWERREVIEWS, INC.**  
**MASTER SUBSCRIPTION AGREEMENT**

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

This Master Subscription Agreement ("Agreement") for Services by and between PowerReviews, Inc., 1 N Dearborn St. Suite 810, Chicago, IL 60602, United States, a Delaware company, ("PowerReviews") and you for yourself and your affiliates, ("CLIENT") is effective upon the initial Service Order signature date being executed by the Parties ("MSA Effective Date"). PowerReviews and Client may each be a "Party" and collectively, the "Parties". This Agreement shall consist of the Service Order (including any statement of work), the terms and conditions set forth herein, and the following exhibits either attached hereto or referenced herein: Exhibit A - Client Requirements, Exhibit B - PowerReviews Service Level Agreement, and the Data Protection Agreement.

**Key Definitions**

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| <b>Agreement</b>                    | references to "Agreement" mean, collectively, this MSA, all Service Orders executed by Client, all documents attached to this MSA or any such Service Orders, and all documents incorporated herein or therein by reference, which may be amended or modified from time to time in accordance with the terms hereof.   |
| <b>Affiliate</b>                    | an entity that, directly or indirectly, controls, is controlled by or under common control with a party, where "control" (including "controlled by" and "common control") is defined as having more than 50% of the equity, ownership or voting rights in such entity.   |
| <b>Client Content</b>               | all content collected via the Services by or on behalf of Client, including ratings, reviews, questions, answers, photos, videos, and other data or content, other than Syndicated Content and Sampling Community Content.   |
| <b>Client Data</b>                  | all Client Content and other Client information provided to PowerReviews for the purpose of provisioning the Services.   |
| <b>Client User</b>                  | Client's named user of the Services to whom such user is assigned a unique number and password which permits user to access Client's dedicated dashboard.  |
| <b>Consumer</b>                     | an individual or entity who submits Client Content via any application or communication of Client or any third-party service provider acting on Client's behalf.   |
| <b>Content Policies</b>             | the <a href="#">PowerReviews Authenticity Policy</a> and the <a href="#">PowerReviews Moderation Policy</a> each of which are incorporated herein by reference.  |
| <b>Data Protection Agreement</b>    | either (i) the PowerReviews US Data Protection Addendum, if the Client's consumers are located in the United States, or (ii) the PowerReviews Data Processing Addendum where PowerReviews' provision of Services involves cross-border data transfers, and which when signed as specified in this Agreement, a Service Order or an executed amendment to the Agreement or Service Order, is incorporated herein by reference.  |
| <b>Intellectual Property Rights</b> | any and all rights arising from or under any of the following, whether protected, created or arising under the Laws of the United States of America or any other jurisdiction: patents (including any applications, extensions, divisions, continuations, continuations-in-part, reexaminations, reissues, and renewals related thereto), copyrights (including any applications, registrations and renewals related thereto), trademarks and service marks (including applications, registrations and renewals related thereto), trade dress, trade names, trade secret and know-how and any other intellectual property or proprietary rights of any nature, by whatever name or term known or however designated. |
| <b>Information Security Policy</b>  | the <a href="#">PowerReviews Information Security Policy</a> is incorporated herein by reference.  |
| <b>Laws</b>                         | laws, rules, regulations, and administrative, judicial or regulatory orders or guidelines, including but not limited to the Consumer Review Fairness Act, all applicable data protection and privacy laws and regulations, the Telephone Consumer Protection Act, the CAN-SPAM Act, and any FTC  |

rules, regulations and guidance regarding the collection, use, solicitation, or publication of consumer reviews, endorsement and testimonials.

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| <b>PowerReviews Materials</b>        | all materials, systems, software, documentation, tools, utilities, methodologies, specifications, techniques, feedback and know how incorporated in the Services (and all derivative works, modifications, improvements, upgrades and enhancements thereof) or otherwise made available by PowerReviews under this Agreement. |
| <b>PowerReviews Network</b>          | a network of PowerReviews' clients and partners that allows PowerReviews clients to, among other things, collect, distribute and syndicate Client Content to other sites within the PowerReviews' network.  |
| <b>Sampling Community Content</b>    | all content collected via the Sampling For Reviews Services by or on behalf of Client, including ratings, reviews, questions, answers, photos, videos, and other data or content.   |
| <b>Sampling Community Data</b>       | information relating to sampling community consumers from whom Sampling Community Content is collected on behalf of Client in connection with the Sampling for Reviews Service.   |
| <b>Sampling for Reviews Services</b> | the PowerReviews service that collects Sampling Community Content based on samples of client products sent to sampling community consumers by or on behalf of the clients.  |
| <b>Services</b>                      | PowerReviews' software as a service platform, and any related services, to be provided on a subscription basis as identified in the applicable Service Order.   |
| <b>Service Order</b>                 | any service order, order form, statement of work, or the like referencing this MSA that includes a description of the Services and applicable fees.   |
| <b>Subscription Term</b>             | unless otherwise specified in a Service Order, the "Initial Subscription Term" indicated on a Service Order, together with any renewals thereof, which commences sixty (60) days after the Effective Date set forth on a Service Order.   |
| <b>Syndicated Content</b>            | ratings, reviews, questions, answers, photos, videos, and other data or content collected via the Services, or by or on behalf of, a third party to which Client has access via the PowerReviews Network.   |
| <b>Syndication Services</b>          | Syndicated Content that is made available for display on Client's site via the PowerReviews Network.  |
| <b>Third-Party Site</b>              | any third-party website, mobile or other application, or other digital property.  |
| <b>Third-Party Terms</b>             | all applicable terms of use, privacy policies, and other terms and conditions imposed by the provider of any Third-Party Site on which Client Content is published in connection with Client's participation in the PowerReviews Network, and of which PowerReviews provides notice to Client to review.                      |

**1. Service Orders.** The terms of this MSA are incorporated into each Service Order and the Data Protection Agreement, and govern the services provided by PowerReviews to Client. If there is a conflict between the provisions of this Agreement, including exhibits, any Service Order or the Data Protection Agreement, the following order of precedence shall apply: (i) the terms of the most current Service Order(s) but solely with respect to the terms describing the Services and associated fees; (ii) this Agreement, including any exhibits; (iii) the Data Protection Agreement. Client Affiliates may access and use the Services for websites, mobile or other applications listed on any Service Order which are owned or controlled by that Affiliate, provided that Client will be responsible for all fees set forth in such Service Order and all acts and omissions of any such Affiliate as though they are the acts and omissions of Client. From time to time PowerReviews may modify this Agreement. Unless otherwise specified by PowerReviews, changes become effective for Client upon the renewal of the then current Subscription Term (as defined herein), or entry into a new Service Order after the updated version of this Agreement goes into effect. PowerReviews will use reasonable efforts to notify Client of the changes through communications via Client accounts representatives, emails or other means. Client may be required to consent to the modified Agreement before renewing a Subscription Term or entering into a new Service Order, and in any event continued use of the Services after the updated version of this Agreement goes into effect will constitute Client's acceptance of such updated version.

**2. Services.** Unless otherwise provided in the applicable Service Order, the Services are purchased as subscriptions for the term stated in the applicable Service Order. Subject to the terms of this Agreement, PowerReviews grants to Client a nonexclusive, nontransferable (except as set forth in Section 24.6), revocable right to access and use the Services solely for its internal business purposes during the term set forth in the applicable Service Order. Subject to the Client

Requirements set forth in Exhibit A, PowerReviews will use commercially reasonable efforts to make the Services available as set forth in the PowerReviews Platform Service Level Agreement attached as Exhibit B. PowerReviews will provide the Services in accordance with the Laws applicable to PowerReviews' provision of the Services to its customers generally (i.e., without regard for Client's particular industry or use of the Services), and subject to Client's lawful and authorized use of the Services in accordance with this Agreement.

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

**3. Client Data.** As between Client and PowerReviews, Client is and will remain the owner of all right, title and interest in and to all Client Data, which includes Client Content. With respect to Sampling Community Content, Client is granted an unrestricted, worldwide, irrevocable, perpetual, transferable, sublicensable, and royalty-free license to host, use, copy, distribute, display, perform, modify, translate, store or otherwise exploit all or any portion of the Sampling Community Content for any purpose whatsoever in all formats, on or through any media, technology or device now known or hereafter developed. For purposes of clarity, Client is responsible for the accuracy, quality and legality of the Client Content, the means by which Client acquired Client Content, and Client's and Consumers' use of Client Content. Subject to the terms of this Agreement, Client grants to PowerReviews a worldwide, royalty-free, nonexclusive, irrevocable right and license (a) to receive, maintain, use, publish, and distribute the Client Content in connection with the provision of Services to Client under this Agreement, including the right to sub-license publication of the Client Content on Third-Party Sites in connection with Client's participation in the PowerReviews Network, and (b) to use Client Content for analytics purposes in perpetuity.

**4. Client Responsibilities.** Client agrees to provide PowerReviews with all information and assistance as reasonably necessary to activate and operate the Services identified in the Service Order(s). PowerReviews is not responsible or liable for any delay or failure of performance of the Services caused in whole or in part by Client's delay in performing, or failure to perform, any of its obligations under this Agreement. Client will only use the Services in accordance with this Agreement and applicable Laws and comply with terms of use of any Third-Party Site. Any use of the Services in breach of the foregoing by Client or any Consumer that, in PowerReviews' sole judgment threatens the security, integrity or availability of the Services, may result in PowerReviews' immediate suspension of the Services.

**5. Access to the Services.** Client will require each Client User to have separate access credentials and will not share or repurpose access credentials. Client will be responsible for all access to and use of the Services via its access credentials and will notify PowerReviews promptly of any unauthorized access or use of the Services. Provided Client has obtained PowerReviews' prior written consent, Client may allow a third party to access the Services for the sole purpose of managing Client's provision of the Services on behalf of Client (i.e., a subcontractor), solely for Client's internal business purposes, and Client will be responsible for the acts and omissions of any such third party in connection with such access as though they are the acts and omissions of Client. PowerReviews has no obligation to verify the identity of any person who gains access to the Services by means of a Client's account. Any failure by any Client User to comply with the terms of this Agreement will be deemed a breach by Client, and PowerReviews will not be liable for any damages incurred by Client or any third party resulting from such breach. If there is any compromise in the security of a Client User account or if unauthorized use is suspected or has occurred, Client must immediately take all necessary steps, including providing a notice to PowerReviews, to effect the termination of the affected account. Client will not (a) breach or attempt to breach the security of (i) the Services, (ii) any network, data, computers, or other hardware relating to or used in connection with the Services, or (iii) any third party that is hosting or interfacing with any part of the Services; or (b) use or distribute through the Services any software, files or other tools or devices designed to interfere with or compromise the (i) privacy, security or use of the Services, or (ii) the operations or assets of any other client of PowerReviews, or any third party.

**6. Usage Restrictions.** Client will not: (a) except as specifically set forth in this Agreement, sell, resell, license, sublicense, distribute, make available, rent or lease any Services to a third party; (b) use a Service to store or transmit material that (i) is libelous, defamatory, obscene, pornographic, abusive, harassing, threatening or otherwise unlawful or tortious, (ii) promotes illegal activity, (iii) is in violation of third-party intellectual property or privacy rights (collectively "Prohibited Content"); (c) use a Service to store or transmit malicious code, files, scripts, agents or programs intended to do harm, including viruses, worms, time bombs and Trojan horses; (d) interfere with or disrupt the integrity or performance of any Service; (e) attempt to gain unauthorized access to any Service or its related systems or networks; (f) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof; or (g) disassemble, reverse engineer, or decompile a Service.

**7. Client Content Review and Moderation.** For all Clients, other than those that subscribe only to the PowerReviews Network, Client Content will be reviewed and moderated by PowerReviews as more fully set forth in the Content Policies. Client understands and acknowledges that PowerReviews' review and moderation activities are intended only to assist Client in its own review and moderation efforts and that PowerReviews does not represent that its review and moderation activities are error-free. PowerReviews may, as permitted by this Agreement and in accordance with the Content Policies,

utilize machine learning or artificial intelligence to perform review and moderation activities. Client will conduct its own review and moderation efforts consistent with the PowerReviews Moderation Guidelines and with all applicable Laws. Without limiting the foregoing, Client represents and warrants that its review and moderation efforts will comply with all rules, regulations, and guidance issued by the FTC related to the solicitation, collection, or publication of consumer reviews. Client is ultimately responsible for ensuring that no personally identifiable information, financial information, protected health information, libelous, defamatory, obscene, pornographic, abusive, harassing or threatening, or other sensitive information such as protected health information, is posted through the Services and/or included in the Client Content, and that the Client Content complies with this Agreement and applicable Laws. PowerReviews may, without notice to Client, remove any Client Content from the Services if PowerReviews determines, in its sole discretion, that the Client Content violates this Agreement or applicable Laws.

**8. Loyalty, Rewards and Similar Programs.** If Client elects to use the Services in conjunction with a loyalty, rewards, contest, sweepstakes, or similar program, Client acknowledges and agrees that it is solely 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.

## **9. PowerReviews Network.**

**9.1 Third-Party Sites.** The display of Client Content on Third-Party Sites in connection with Client's participation in the PowerReviews Network is subject to Third-Party Terms. Client understands and acknowledges that (a) PowerReviews does not have control over Third-Party Terms and (b) PowerReviews disclaims all responsibility for, and all liability to Client or any Consumer arising out of or related to, any Third-Party Site, including in connection with any information collected or used by the providers of such Third-Party Sites.

**9.2 Syndicated Content.** Client understands and acknowledges that Syndicated Content is and will remain the exclusive property of the third party that collected it via the Services and that PowerReviews has a sub-licensable right to publish Syndicated Content on Third-Party Sites. PowerReviews grants to Client a limited, nonexclusive, royalty-free, revocable right and license to publish Syndicated Content on its websites, mobile or other applications, or other digital properties during the Subscription Term solely in connection with its participation in the PowerReviews Network. For purposes of clarity, Client does not acquire any right, title or interest in or to any Syndicated Content.

## **10. Sampling for Reviews.**

**10.1 Badging.** Client understands and acknowledges that, in accordance with the Content Policies and applicable Laws, all Sampling Community Content collected on behalf of Client in connection with the provision of the Sampling For Review Services, sweepstakes or other promotional for reviews service will be displayed alongside an appropriate badge and/or disclosure informing readers that the Sampling Community Content was submitted as a result of an incentive.

**10.2 Sampling Community Data.** Client understands and acknowledges that Sampling Community Data is and will remain the exclusive property of PowerReviews and its third-party service providers. PowerReviews grants to Client a limited, nonexclusive, royalty-free, revocable right and license to use Sampling Community Data solely in connection with its use of the Sampling for Reviews service during the Subscription Term. Client is expressly prohibited from modifying any words, sentences, or editorials of any Sampling Community Data.

## **11. Fees and Payment.**

**11.1 Fees and Invoicing.** PowerReviews will invoice Client upfront based on the billing cycle for the fees set forth in each Service Order. Unless otherwise specified in the applicable Service Order, Client will pay all undisputed amounts within fifteen (15) days after the invoice date. Client will notify PowerReviews in writing of any invoice dispute and the reason for the dispute within fifteen (15) days of receipt of the invoice, at which time the parties will engage in good faith efforts to resolve the dispute. For purposes of clarity, Client is responsible for full and timely payment of the fees set forth in each Service Order if any delays in provisioning the Services is due to Client delays or Client failure to meet its obligations (for example, failure to timely deploy the PowerReviews code into Client's website). Client will not be entitled to a refund of subscription Fees, even if Client elects to stop using the Services during the Subscription Term. The Fees during any renewal terms may be increased by up to 7% above the pricing set forth in the previous Subscription Term Service Order. Except as set forth in a Service Order, renewal of promotional or one-time priced subscriptions will be increased to PowerReviews' applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which the scope of Services or volume of the Services has increased from the prior Subscription Term will result in repricing at the time of renewal without regard to the prior Subscription Term's pricing.

**11.2 Expenses.** Client will reimburse PowerReviews for all reasonable, out-of-pocket and pass-through expenses or such other expenses incurred or to be incurred in connection with the provision of the Services to Client. All

expenses must be approved in advance by Client and will be invoiced in the month such expenses were paid or incurred.

**11.3 Taxes.** All fees are exclusive of taxes, and Client is responsible for and agrees to pay any taxes, duties, or the like of any jurisdiction that apply to the use of the Services (except for any PowerReviews employment or income taxes). Unless otherwise notified, PowerReviews will use Client's corporate address as set forth in the Service Order to determine if its purchase of Services is subject to taxation.

**11.4 Late Payment.** Interest accrues on all past due amounts at the lesser of 1.5% per month or the maximum rate permitted by applicable law. Failure to pay any invoice when due is a material breach of the Agreement. If PowerReviews does not receive full payment within fifteen (15) days following the invoice due date, PowerReviews reserves the right to suspend any or all of its performance obligations, including Client's access to the Services, until all outstanding invoices are paid in full, and to request full payment (including acceleration of all unpaid fees under this Agreement) before any additional services are to be provided by PowerReviews. Any suspension of access will not relieve Client of its obligation to pay all amounts due. If an invoice remains unpaid for more than sixty (60) days, PowerReviews may refer collection of the unpaid amount to an attorney or collections agency, in which case Client shall pay all reasonable attorney's fees or collections agency fees. Client agrees that the Services purchased under any Service Order are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by PowerReviews regarding future functionality or features of the Services.

## **12. Term and Termination.**

**12.1 Term.** This MSA commences on the MSA Effective Date and will remain in effect until such time as there is no active Service Order for three consecutive months. Each Service Order commences on the "Effective Date" indicated in such Service Order. The Subscription Term of each of the Services is specified in such Service Order and, unless otherwise specified in such Service Order, will automatically renew for successive 12-month renewal terms unless either Party provides written notice to the other Party of non-renewal at least sixty (60) days before the end of the Initial Subscription Term or current renewal term.

**12.2 Termination for Breach or Insolvency.** In addition to any other remedies it may have, either Party may terminate any or all Service Orders immediately by written notice to the other Party if such other Party is in material breach of any of the terms or conditions of the Agreement and, if the breach is of a nature than can be cured, fails to cure such breach to the reasonable satisfaction of the other Party within thirty (30) days after written notice of such breach. Also, in addition to any other remedies it may have, either Party may terminate all Service Orders immediately upon written notice in the event the other Party: (a) becomes insolvent, files a petition in bankruptcy, or has filed against it a petition in bankruptcy (which is not dismissed within thirty (30) calendar days after it is filed); (b) makes an assignment for the benefit of creditors; or (c) dissolves or ceases to do business in the ordinary course.

**12.3 Effect of Termination.** Upon termination of this Agreement, PowerReviews will cease providing the Services and each of the parties will promptly return and irretrievably delete and destroy all Confidential Information of the other Party in its possession. In addition, after thirty (30) days following the termination of this Agreement, PowerReviews will promptly return, and/or irretrievably delete and destroy all Client Data Upon early termination under Section 12.2 by PowerReviews, Client will be liable to pay all fees and other charges that would have been due through the then-current Subscription Term. Upon early termination under Section 12.2 by Client, PowerReviews will refund a pro rata portion of any fees paid for Services not yet rendered as of the date of termination.

**12.4 Suspension.** PowerReviews will have the right to suspend any or all Services upon ten (10) days written notice to Client in the event Client is in breach of this Agreement. In addition, PowerReviews may suspend Client's access and use of the Services immediately, with notice to Client, following promptly thereafter, if and for so long as, in PowerReviews' sole judgment, there is a security or legal risk created by Client that may interfere with the proper continued provision of the Services or operation of PowerReviews' network or systems. PowerReviews may impose an additional fee to reinstate Services following such suspension.

**12.5 Survival.** Section 11 (Fees and Payment) (for so long as there are any unpaid fees), Section 12.3 (Effect of Termination), Section 13 (Confidentiality), Section 15 (PowerReviews Proprietary Rights), Section 18 (Limitation of Liability), Section 19 (Indemnification), Section 22 (Notice and Delivery), Section 23 (Dispute Resolution), Section 24 (General), and other provisions of the Agreement that should reasonably be considered to survive expiration or termination of an agreement will survive.

**13. Confidentiality.** For purposes of this Agreement, "Confidential Information" means all non-public and proprietary information that is disclosed by a Party, whether furnished orally or in writing (whatever the form or data storage medium) or gather by inspection regardless of whether specifically identified as "confidential", including but not limited to the terms and conditions of this Agreement, information about the disclosing Party's business, business plans, sales, marketing plans, pricing, customer and employee information, product plans, designs, records, finances, financial projections, assets, strategies, trade secrets, research and development, operations, organizational structure, software, formulas,

techniques, technology, technical data, know-how, third Party confidential information, and data and information that reveals the processes, methodologies, technology or know how by which existing or future products, services, applications and methods of operation are developed, conducted or operated. Notwithstanding the foregoing, Confidential Information does not include any information that the receiving Party can reasonably demonstrate: (a) is generally available to the public; (b) was in the rightful possession or known by the receiving Party prior to receipt; (c) was rightfully disclosed to the receiving Party by a third Party; or (d) was independently developed without use of any Confidential Information of the disclosing Party. The obligations set forth in this Section 13 will not apply to the extent that the other Party's Confidential Information is required to be disclosed by law or valid order of a court or other governmental authority; provided that the responding Party agrees to deliver reasonable notice to the disclosing Party and use commercially reasonable efforts to cooperate with such disclosing Party's attempt to obtain a protective order. Each Party will use the other Party's Confidential Information only in connection with the performance of its obligations and exercise of its rights as described in this Agreement. Each Party will use the same degree of care that it uses with respect to its own Confidential Information (but in no event less than reasonable care) to maintain in confidence any Confidential Information of the other Party.

**14. Security and Data Protection.** PowerReviews will use commercially reasonable efforts in accordance with the Information Security Policy, to protect the confidentiality, integrity and availability of Client Content and secure Client Data against accidental or unlawful loss, access, or disclosure. It is the responsibility of Client and Consumers to maintain the security of any usernames and passwords used to access the Services. PowerReviews shall: (i) process such Client Content only in accordance with the reasonable lawful instructions of Client, (ii) process such Client Content in the United States, (iii) promptly notify Client of any unauthorized or unlawful access of that Client Content of which it becomes aware, and (iv) not knowingly place Client in breach of any Laws.

**15. PowerReviews Proprietary Rights.**

**15.1 Services.** PowerReviews is and will remain the exclusive owner of the PowerReviews Materials. PowerReviews reserves all rights, including all Intellectual Property Rights, in and to the PowerReviews Materials that are not expressly granted to Client in this Agreement. For purposes of clarity, Client does not acquire any right, title or interest in or to the Services. Client's right to use the Services is non-transferable, non-exclusive, and limited to use for its internal business purposes and only for the term set forth in the Service Order. PowerReviews retains all rights, title and interest in and to any copyright, trademark, service mark, trade secret, and any other proprietary right relating to the Services and the related logos, and Service names. All rights not expressly granted are reserved by PowerReviews and its licensors. Client acknowledges that the Services are not a work made-for-hire agreement, as defined by U.S. or other applicable law.

**15.2 Usage Data.** PowerReviews is and will remain the exclusive owner of all data and other information relating to or arising from the performance or use of the Services that PowerReviews compiles or derives in an anonymized and aggregated manner (including statistics, metrics and analytic data, which data will not contain any information by which any person would be able to determine the identity of Client, any Consumer or any Client Confidential Information whatsoever).

**15.3 Feedback.** PowerReviews may use any suggestions, ideas, enhancement requests, recommendations or other feedback relating to PowerReviews or to the Services (collectively, "**Feedback**") for purposes of modifying the Services, creating derivative works, or creating new products or services (collectively, the "**Improvements**"). PowerReviews will own exclusively all Improvements based upon or incorporating Feedback, without any obligation to pay Client any royalty or other compensation. PowerReviews' use of Feedback will be at PowerReviews' sole risk without any representations, warranties or liability of Client.

**16. Representations and Warranties.**

**16.1 Mutual Representations and Warranties.** Each Party represents and warrants that it: (a) has full organizational power, right, and authority to enter into this Agreement and to carry out its obligations hereunder; and (b) has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement or that would preclude it from complying with the provisions of such other agreement or obligation.

**16.2 PowerReviews Representations and Warranties.** PowerReviews represents and warrants that the Services will conform in all material respects with the specifications set forth in the Service Order under normal use and circumstances. Client's sole and exclusive remedy for breach of the foregoing is to submit a support request to correct the non-conformance and, if such non-conformance is not corrected within a reasonable period of time and such nonconformance materially adversely affects Client's use of a material feature or functionality of the Services, Client may terminate the applicable Service Order(s) as per Section 12.2. Further, PowerReviews represents and warrants that any professional services to be provided in connection with the Services will be performed in a professional manner and consistent with industry standards. Client's sole and exclusive remedy for any breach of the foregoing is to request re-

performance of the professional services and, if such re-performance is not provided in a professional manner and consistent with industry standards, Client may terminate the applicable Service Order(s) as per Section 12.2. PowerReviews is not responsible for any claimed breach of warranty set forth in this Section 16 caused by (i) modifications made to the Services by anyone other than PowerReviews; (ii) the combination, operations or use of the hosted Services with any items not provided by PowerReviews; (iii) PowerReviews' adherence to Client's specifications or instructions; (iv) errors caused by or related to internet unavailability or independent Client activity; (v) Client deviating from the Service operating procedures described in the PowerReviews Materials.

**16.3 Client Representations and Warranties.** Client represents and warrants that: (a) it has obtained all necessary consents required to use Client Content in connection with the Services; (b) the Client Content does not infringe the Intellectual Property Rights of or defame any third party; and (c) it will comply with, and require its Consumers to comply with, the Content Policies, the Third-Party Terms, and all Laws applicable to use of the Services. Without limiting the generality of the foregoing, Client further represents and warrants that it has not and will not attempt to solicit or suppress Client Content in any manner that would be violative of applicable Laws regarding consumer reviews. Client represents that it will ensure and shall be exclusively responsible for compliance with all Laws in relation to the distribution, and marketing and advertising of its products and services, as well as, if applicable, the handling of potential reports on adverse effects.

**16.4 Disclaimer of Warranties.** EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND POWERREVIEWS HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES THAT MAY ARISE BY OPERATION OF LAW. WITHOUT LIMITING THE FOREGOING, POWERREVIEWS MAKES NO WARRANTIES THAT THE SERVICES ARE FREE FROM ANY BUGS, ERRORS OR OMISSIONS.

## **17. Regulated Industries.**

**17.1** The Services are not designed for compliance with Regulated Industries and PowerReviews makes no representation that the Services will comply with any requirements specific to Regulated Industries. "**Regulated Industries**" means companies subject to focused government regulation, including pharmaceuticals, tobacco and tobacco-related products, cannabis and cannabis-derived compounds and products, alcoholic beverages, dietary supplements, financial services, and medical devices. If Client is subject to requirements specific to Regulated Industries: (i) Client represents and warrants that it will ensure and will be exclusively responsible for compliance with all applicable Laws in relation to the distribution and advertising of its products as well as, if applicable, the handling of potential reports on adverse effects; and (ii) Client will indemnify PowerReviews, its affiliates, officers, directors, employees, and agents against fines, damages, and other costs finally awarded by a court of competent jurisdiction or a government agency, or agreed to in settlement, from a third party's claim related to the non-compliance with laws concerning the distribution and advertising of its products as well as the reporting of adverse effects, unless Client can show that PowerReviews, in providing the Services, did not observe Client's written instructions.

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

## **18. Limitation of Liability.**

**18.1 No Indirect Damages.** EXCEPT IN CONNECTION WITH A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES FOR LOSS OF PROFITS, LOST BUSINESS, LOSS OF USE, ECONOMIC LOSS OR LOST DATA, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT OR OTHERWISE, WHETHER OR NOT FORESEEABLE AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**18.2 Cap on Liability.** EXCEPT IN CONNECTION WITH A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY'S AGGREGATE AND CUMULATIVE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT, INCLUDING THE DATA PROTECTION AGREEMENT, EXCEED THE AGGREGATE AMOUNT OF FEES PAID BY CLIENT UNDER THE AFFECTED SERVICE ORDER DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION AND THE FOREGOING WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. THIS LIABILITY CAP DOES NOT APPLY TO AMOUNTS DUE TO POWERREVIEWS FROM CLIENT UNDER ANY SERVICE ORDER.

**18.3 Additional Disclaimer.** POWERREVIEWS HAS NO LIABILITY OF ANY KIND, WHETHER IN AN ACTION IN CONTRACT, TORT OR OTHERWISE, FOR ANY UNAUTHORIZED ACCESS TO CONTENT OR USER ACCOUNTS AS A RESULT OF CLIENT OR CONSUMER ACTIONS OR INACTIONS.

## **19. Indemnification.**

**19.1 PowerReviews Indemnification.** PowerReviews will indemnify, defend, and hold harmless Client and its officers, directors, employees and agents (each, a “**Client Indemnified Party**”) for any damages finally awarded against such parties by a court of competent jurisdiction or government agency, or those sums agreed to in a monetary settlement of such action, and for reasonable attorney’s fees ordered by a court or mutually agreed upon in a settlement agreement, in connection with any claim alleging that the PowerReviews Materials, and/or Services provided to Client within the scope and according to the terms of this Agreement infringes any patent enforceable in the United States, or misappropriates copyright, trademark, trade secret or other intellectual property rights of a third party (an “IP Claim”). In addition, if any PowerReviews Material is, or in the opinion of PowerReviews may become, the subject of any IP Claim or if it is adjudicated that the PowerReviews Material is infringing, and Client’s rights to use the PowerReviews Materials are adversely impaired as a result of the IP Claim then PowerReviews may, at its option and expense, and within its sole discretion, either: (a) procure for Client the right from such third party to use the PowerReviews Materials; (b) replace or modify the PowerReviews Materials with other suitable and reasonably equivalent products so that the PowerReviews Materials becomes non-infringing; or (c), if (a) and (b) are not reasonably practicable, terminate the applicable Service Orders and provide Client with a pro rata refund of prepaid fees for Services that were to be provided following the effective date of termination. PowerReviews will have no liability or obligation for any IP Claim to the extent that such IP Claim arises out of or results from any: (i) access to or use of the PowerReviews Materials other than as authorized under this Agreement; (ii) alteration or modification of the PowerReviews Materials or Services by Client or any third party for Client; or (iii) use of the PowerReviews Materials by Client in combination with any software, hardware, service, or data not provided by PowerReviews, or in combination with any material or data from a third party portal or other external source that is accessible to Client when using the PowerReviews Materials, where such infringement would not have arisen but for such combination. This Section 19.1 states the entire obligation of PowerReviews and Client’s sole and exclusive remedies with respect to any claim regarding the Intellectual Property Rights of any third party. The Client Indemnified Party may join in the defense with counsel of its own choice and at its sole expense.

**19.2 Client Indemnification.** Client will indemnify, defend, and hold harmless PowerReviews and its officers, directors, employees and agents (each, a “**PowerReviews Indemnified Party**”) from and against any and all Losses incurred by a PowerReviews Indemnified Party in any third party claim arising from or in connection with: (a) its or any Consumer’s failure to comply with Laws that are applicable to use of the Services; (b) its or any Consumer’s willful misconduct or gross negligence; (c) its breach of this Agreement or any Third-Party Terms; (d) any act or omission of a Consumer to the extent such act or omission causes or contributes to a violation of Law or the Content Policies; (e) Client’s website on which the Client Content, Syndicated Content or Sampling Community Content is published or displayed, or any application that Client develops that infringes any third-party intellectual property rights; (f) any dispute between Client and any (i) Consumer (including any member of any sampling community accessed in connection with use of the Sampling for Reviews service), (ii) provider of any Third-Party Site (iii) owner of any Syndicated Content; (g) any and all losses, including without limitation, data loss or damage to software, hardware and other property arising from Client’s acts or omissions in using the Services; or (h) Client’s use of the Services under Section 24.1.

**19.3 Indemnification Procedure.** If a Party receives notice of a claim for which it is indemnified, it will promptly notify the indemnifying party in writing of the claim (provided that failure to promptly notify will relieve the indemnifying party of its indemnification obligations only to the extent that such failure has materially prejudiced its defense of the claim) and cooperate with and assist the indemnifying party, at the expense of the indemnifying party, in defending or settling the claim. The indemnified party may join in the defense and settlement of the claim with counsel of its choice at its own expense. The indemnifying party will not settle any claim without the prior written consent of the indemnified party (which will not be unreasonably withheld), unless such settlement (a) expressly does not concede any fault, liability or wrongdoing on the part of the indemnified party; (b) includes an unconditional release of the indemnified party; and (c) is solely for money damages and does not impose any other obligations on, or in any way prejudice the rights of, the indemnified party.

**20. Publicity.** Client agrees that PowerReviews may use Client’s name, trademarks, trade names, and logos (collectively, “**Client Marks**”) in reference to Client’s use of the Services on its website, in marketing materials, and in communications with potential clients. PowerReviews and Client may, subject to prior approval of each of the parties, issue a joint press release announcing the relationship of the parties. Also, Client will endeavor to work together with PowerReviews to provide comments for the PowerReviews website or marketing materials relating to the benefits to Client of its relationship with PowerReviews, publish a case study, and/or participate in a speaking engagement. PowerReviews will comply with any written guidelines for use of the Client Marks provided by Client. Client retains all



right, title, and interest in and to the Client Marks. All goodwill associated with PowerReviews' use of the Client Marks will inure to the benefit of Client.

**21. 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, as amended from time to time (collectively, the "**Export Control Laws**"). Client agrees that all actions taken by it in furtherance of fulfillment of this Agreement will be in compliance with applicable Export Control Laws and Client will not deploy, export, re-export, transfer, or license any of the Services to any person, entity, or country prohibited by the Export Control Laws.

**22. 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, 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 (a) at the time of service, if personally served, (b) five days after deposit in the United States mail, properly addressed and postage prepaid, if delivered by express mail or certified mail, (c) upon confirmation of delivery by the private overnight deliverer, if served by overnight delivery, and (d) 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" 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. Notice to PowerReviews should be sent to: ATTN: Legal, PowerReviews, Inc., 1 N. Dearborn, Suite 810, Chicago, IL 60602 or Email: [legal@powerreviews.com](mailto:legal@powerreviews.com). Notices to Client will be addressed as designated in the relevant Service Order and to the Client Notice Address provided below.

**23. Governing Law and Dispute Resolution.**

**23.1 Governing Law.** This Agreement is governed in all respects by the laws of the jurisdiction set forth below based on the applicable PowerReviews sales region:

| POWERREVIEWS SALES REGION   | GOVERNING LAW   | VENUE                  |
|-----------------------------|-----------------|------------------------|
| North America/Latin America | Illinois        | Chicago, Illinois      |
| EMEA                        | England & Wales | London, United Kingdom |

**23.2 Amicable Resolution.** The parties will attempt to resolve any dispute arising under or resulting from this Agreement through negotiations between senior representatives of the parties who have authority to negotiate and settle the dispute. If the matter is not resolved by senior representatives within ten (10) business days, then the senior representatives will escalate the matter to the executive management of each Party. The parties will attempt to resolve any dispute arising under or resulting from this Agreement through negotiations between senior representatives of the parties who have authority to negotiate and settle the dispute. If the matter is not resolved by senior representatives within ten (10) business days, then the senior representatives will escalate the matter to the executive management of each Party. If the matter is not resolved by executive management within a reasonable period of time.

**23.3 Arbitration.** Each of the parties agrees to finally settle all disputes only through arbitration before a sole arbitrator under the Streamlined Arbitration Rules Procedures of JAMS Inc. ("**JAMS**") or any successor to JAMS. In arbitration, there is no judge or jury and review is limited. Each Party shall come to agreement on the selection of one arbitrator. Failing such mutual agreement, the arbitrator shall be selected by the JAMS. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. In the event JAMS is unwilling or unable to set a hearing date within thirty (30) days of the filing of a "Demand for Arbitration," then either Party can elect to have the arbitration administered by another mutually agreeable arbitration administration service that will hear the case. If an in-person hearing is required, then it will take place in Chicago, IL. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another Party, including any class actions or class arbitrations; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate does not apply and the dispute must be brought in a court of competent jurisdiction in Chicago, IL. Notwithstanding the foregoing, disputes arising under Agreements governed by the laws of England & Wales shall be settled by arbitration before a sole arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, through its international extension, the International Centre for Dispute Resolution. In all arbitrations, each of the parties shall bear equally the expense, fees and costs of the arbitrator and the arbitration.

**23.4 Equitable Relief.** In no event will Client seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the operation or exploitation of the Services or any other property of PowerReviews (provided that nothing in these terms will restrain a California resident's right (if any) under applicable law to seek public injunctive relief in accordance with this dispute-resolution provision).

**23.5 Waiver of Jury Trial and Class Action Rights.** Each Party waives the right to a trial by jury and the right to bring or resolve any dispute as a class, consolidated, representative, collective, or private attorney general action. Each of the parties waives the right to participate in a class, consolidated, representative, collective, or private attorney general action related any dispute that is brought by anyone else. Notwithstanding any provision in the JAMS rules to the contrary, the arbitrator shall not have the authority or any jurisdiction to hear the arbitration as a class, consolidated, representative, collective, or private attorney general action or to consolidate, join, or otherwise combine the claims of different persons into one proceeding. All claims arising under or resulting from this Agreement must be brought no later than one (1) year following the expiration or termination of this Agreement.

## **24. General**

**24.1 Notice of Limited Availability of Services.** The Services cannot be deployed in a country that requires data to be held in a locale other than the United States. Client agrees not to deploy the Services in any such country. If Client deploys the Services in any such country, Client will be solely responsible for the deployment and use of the Services in such country, and PowerReviews will not, in relation to such country or countries: (a) be responsible for the configuration of such Services; (b) provide any technical support for such Services; (c) guarantee uptime or service levels for such Services; or (d) assume any liability of any nature for such Services.

**24.2 Relationship of the Parties.** The relationship between PowerReviews and Client is that of an independent contractor, and nothing in this Agreement is intended, or should be construed, to create a partnership, agency, joint venture or employment relationship. PowerReviews may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence will relieve PowerReviews from responsibility for performance of its obligations under the terms of this Agreement.

**24.3 Severability.** If any provision of this Agreement is unenforceable or invalid under any applicable law or court decision, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole. In such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable Laws.

**24.4 No Waiver.** The failure of either Party to require performance by the other Party of any provision of this Agreement will not affect the full right to require such performance at any time thereafter, nor will the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

**24.5 Force Majeure.** Neither Party will be liable under this Agreement by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of any cause beyond the reasonable control of such Party.

**24.6 Assignment.** Neither Party may assign, delegate or transfer this Agreement, in whole or in part, by agreement, operation of law or otherwise without the prior written consent of the other Party; except that PowerReviews may assign this Agreement in whole or in part in connection with an internal reorganization or a merger, acquisition, or sale of all or substantially all of the PowerReviews assets to which this Agreement relates. Any attempt to assign this Agreement other than as permitted herein will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties' permitted successors and assigns.

**24.7 Entire Agreement.** This Agreement completely and exclusively states the agreement of the parties regarding its subject matter. This Agreement supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding its subject matter.

**24.8 Amendment.** Neither this MSA nor any Service Order may be modified except by a written amendment signed by a duly authorized representative of each Party.

**24.9 Interpretation.** For purposes of this Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) words denoting the singular have a comparable meaning when used in the plural, and vice-versa. The Agreement will be construed without any presumption against the Party drafting the Agreement. Headings are for reference only and are not intended to affect interpretation of the Agreement.

**24.10 Counterparts and Electronic Delivery.** Each Party may execute this Agreement separately. An emailed version of this Agreement, including the signature page, will be considered an original and will have the same force and effect as if it were the version with the original signature.

**EXHIBIT A**  
**CLIENT REQUIREMENTS**

These Client Requirements are attached to the Master Subscription Agreement (the “**MSA**”) between PowerReviews, Inc. and Client. Capitalized terms used in these Client Requirements but not defined have the meanings set forth in the MSA.

Client requirements may include, but are not limited to:

- (i) provide PowerReviews with read-only browser-level access to a new or existing development, test, or staging environment for the purpose of testing and validating the integration of PowerReviews code into the website, which must be accessible to PowerReviews without need for a VPN client or remote desktop software;
- (ii) provide PowerReviews with a data feed that contains the fields required to provide the Services, which may be updated incrementally for content changes and provided on a recurring and automated basis;
- (iii) if applicable, cooperate with PowerReviews to enable delivery of email to Consumers by providing PowerReviews with reasonable support, including but not limited to, executing code changes to support deep linking to specific content and passing of email address values to PowerReviews during the content submission process. Client will notify PowerReviews at least thirty (30) days in advance of any website re-design affecting the way the Services are displayed; and
- (iv) if Client elects to utilize the post interaction email feature, then Client will also set up a recurring purchase feed and deliver such feed to PowerReviews, according to PowerReviews’ specifications. Such feed will contain Consumer IDs and information about each Consumer’s purchases and interactions. PowerReviews will validate and process the feed, and then use the feed to configure and deliver each post-interaction email. PowerReviews will design the post-interaction email template, subject to Client approval. Client will approve or reject the template within five business days of receipt. If PowerReviews does not receive notice of approval or rejection of the template within that five-business day period, the template will be deemed approved.

**EXHIBIT B**  
**POWERREVIEWS PLATFORM SERVICE LEVEL AGREEMENT**

This PowerReviews Platform Service Level Agreement (this “**SLA**”) is attached to the Master Subscription Agreement (the “**MSA**”) between PowerReviews, Inc. and Client. Capitalized terms used in this SLA but not defined have the meanings set forth in the MSA.

1. **Uptime Commitment.** PowerReviews will deliver 99.9% uptime for the PowerReviews controlled portions of your website that are end-user facing (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.
2. **Communication and Resolution Commitment.** If the Services are unavailable for a period longer than 10 minutes, PowerReviews will use commercially reasonable efforts to (a) notify Client’s designated contact, (b) identify the source of the issue, and (c) resolve the issue. Notwithstanding the foregoing, PowerReviews has no obligation under this Section 2 if the Services are unavailable due to Client actions (e.g., code change without notice to PowerReviews).
3. **Exceptions.** PowerReviews is not responsible for a failure to meet any commitment set forth in this SLA to the extent that failure is attributable to any of the following (and, in which case, any period of time during which the Services are unavailable will not be counted against the Uptime Commitment):
  - (a) Client’s failure to perform any responsibilities set forth in the MSA to the extent such failure adversely affects PowerReviews’ ability to provide the Services, provided that PowerReviews uses commercially reasonable efforts to provide the Services despite such failure; or
  - (b) Factors outside of PowerReviews’ reasonable control, including but not limited to any outages of PowerReviews platform hosting service provider; provided that (i) PowerReviews would have been able to perform but for such factor, (ii) PowerReviews has not materially contributed in the cause of such factor and (iii) PowerReviews could not have reasonably foreseen and prevented the effect of such factor with commercially reasonable efforts.
4. **Termination Option.** Client may terminate the affected Service Order under Section 12.2 of the MSA with thirty (30) days’ written notice if PowerReviews fails to meet the Uptime Commitment (a) during two consecutive calendar months or (b) for any three calendar months within any 12-month period. The provisions of this Exhibit B state Client’s sole and exclusive remedy for any service commitment deficiencies of any kind.