

(as of 11/29/2016)

Master Terms and Conditions for Web Services

THESE MASTER TERMS AND CONDITIONS FOR WEB SERVICES ("MASTER TERMS"), SHALL APPLY TO THE SERVICES BY ACTIVE INTERNET TECHNOLOGIES, LLC , dba FINALSITE ("FINALSITE"), A DELAWARE CORPORATION HAVING A PRINCIPAL PLACE OF BUSINESS AT 655 WINDING BROOK DRIVE, GLASTONBURY, CONNECTICUT 06033 FOR THE CUSTOMER (FINALSITE AND CUSTOMER SOMETIMES COLLECTIVELY REFERRED TO AS THE "PARTIES"). EACH ORDER EXECUTED BY THE PARTIES HEREUNDER SHALL FORM A SEPARATE CONTRACT BETWEEN THE PARTIES WHICH INCORPORATES AND SHALL BE GOVERNED BY THESE MASTER TERMS. THESE MASTER TERMS, TOGETHER WITH ALL ORDERS EXECUTED BY THE PARTIES CONSTITUTE THE AGREEMENT OF THE PARTIES ("AGREEMENT").

1. Ordering Services.

1.01 Customer may purchase from Finals site the right to use one or more Web services and/or modules (collectively, "Web Services") which will be hosted by Finals site or a third party on its behalf (the "Hosting Services"); and may purchase deployment services to be performed by Finals site (collectively, "Deployment Services"), other professional services, such as training and consulting (collectively, "Professional Services") and support and maintenance of the Web Services (collectively, "Support Services") (Web Services, Hosting Services, Deployment Services, Professional Services and Support Services sometimes collectively referred to in these Master Terms as "Services"). These Master Terms set forth the basis for the relationship between the Parties and

the terms applicable to such transactions. For the provision of specific Services, the Parties shall enter into a mutually agreed order describing the particular Services ordered and any conditions or specific terms applicable thereto (each an “Order”). When mutually agreed and signed by representatives of each Party authorized to contractually bind them, each Order shall be and hereby is deemed to be governed by these Master Terms. When taken together, these Master Terms (as they may be permissibly amended or supplemented by an Order) and each individual, fully executed Order shall form a contract between Finalsité and Customer. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any Order, the terms and conditions of the Order shall control.

2. Access to Web Services/Restrictions.

2.01 Subject to the terms and conditions of this Agreement, upon entering into an Order applicable thereto, Finalsité shall make the Web Services available to Customer for Customer’s internal operations for use by Customer and its Authorized Users in accordance with the terms of this Agreement and any Terms of Use and Privacy Policy contained in, or displayed on, the Web Services. Finalsité may update the Web Services from time to time in its sole discretion to correct errors or improve the features and functionality of the Web Services. All rights not expressly granted to Customer in this Agreement are reserved to Finalsité and its licensors.

2.02 Customer and its employees, students, alumni and/or other third parties, authorized by Customer to use the Web Services on Customer’s behalf (collectively, “Authorized Users”) may access the Web Services via Finalsité’s hosted portal. Customer shall be fully responsible for any acts or omissions of its Authorized Users, including any unauthorized use of the Web Services.

2.03 Except as expressly set forth in these Master Terms or an Order, Customer shall not (i) use, copy, sell, assign, convey or otherwise transfer, all or any portion of the Web Services; (ii) decompile, disassemble or otherwise reverse engineer the Web Services or any portion thereof; (iii) modify, translate or create any derivative works based on the Web Services; (iv)

remove or alter any copyright notices, trademarks or other proprietary rights notices affixed to or contained within the Web Services or (v) use the Web Services to provide hosting, service bureau, time sharing, outsourcing or other services on behalf of itself or any third parties.

3. Hosting.

Finalsite will provide Hosting Services and Support Services in accordance with the Service Level Agreement ("SLA") attached as Schedule 1 to these Master Terms.

4. Deployment and Professional Services.

4.01 Certain Deployment Services and/or Professional Services may require that the parties to agree to a scope of work, which may include a timetable for delivery and other assumptions, including dependencies on Customer's provision of information and assistance for completion by Finalsite of the Deployment Services and/or Professional Services. If so required, such Deployment Services and/or Professional Services will be described in an Order executed by the Parties.

4.02 Customer shall provide Finalsite access to Customer's logos and trademarks as may be necessary to perform the Deployment Services and other Services requested by Customer.

4.03 Customer shall have a period of thirty (30) calendar days following delivery of any deliverables provided as part of the Deployment Services and/or Professional Services to notify Finalsite in writing that such deliverables fail to conform in all material respects to the applicable specifications and other requirements agreed by the Parties as described in the applicable Order. If Customer fails to so notify Finalsite within such thirty (30) day period, Customer shall be deemed to have accepted such deliverables. Thereafter, for the remainder of the Term, Finalsite's maintenance and support obligations described in Section 5 shall apply.

4.04 If the deliverables provided as part of the Deployment Services and/or the Professional Services do not conform in all material respects to the applicable specifications and other requirements agreed by the parties in an Order, if any, Customer shall give Finalsité written notification of the deficiency or non-conformance. Finalsité then shall, within thirty (30) days of receipt of such written notification, either correct the deficiency or non-conformance or provide Customer with a plan for correcting the deficiency or non-conformance. Customer shall provide reasonable support and assistance requested by Finalsité as reasonably necessary to discover the cause or a cure for the reported deficiency or non-conformance.

5. Maintenance & Support.

5.01 During the Term, and subject to the terms and conditions of this Agreement, including payment of fees, and provided Customer has placed an Order for use of Web Services, Finalsité shall provide Customer with regular Updates and Upgrades to the Web Services, as and when made available to customers generally. These changes may contain either or both a) modifications, refinements and enhancements to existing functions of the Web Services that Finalsité incorporates into and makes a part of Web Services and does not separately price or market and/or b) error corrections and bug fixes. For purposes of this Agreement, "Updates" means a new version of the Web Services and any error corrections or bug fixes to the then-current version of the Web Services that does not contain substantial functional enhancements, modifications or extensions. "Upgrades" means a new version of the Web Services containing substantial functional enhancements, modifications or extensions. An Upgrade may include architectural changes. Finalsité supports the then-current version and one prior version of the Web Services utilizing Internet Explorer, Safari, Chrome or Firefox.

5.02 If Support Services are purchased by Customer under an Order, the terms and conditions of such Support Services shall be as described in the applicable Order.

5.03 Certain Support Services are accessible through the “Help” section located in Customer’s interface to the Web Services. The Customer will have access to the support Knowledge Base, Support Request Form, and Feedback form as part of the Web Services. All online support requests should be submitted through the Online Support Request Form made available by Finalsité. Finalsité will use reasonable commercial efforts to resolve reported problems in accordance with the terms and conditions of Finalsité’s Service Level Agreement. Finalsité will use reasonable commercial efforts to keep Customer informed of the progress of its efforts in resolving any reported problems.

6. Third Party Materials.

6.01 In connection with the Web Services, Finalsité may provide or make available to Customer and its Authorized Users software developed by third parties, text, data, content, or other information and materials provided by third parties that are incorporated by Finalsité into, or accessed by integration or interface with the Web Services; or are provided by Customer for inclusion in the Web Services (collectively, “Third Party Materials”). Such Third Party Materials may be utilized by Finalsité to cause the Web Services to function or operate, may be incorporated in the Web Services and may only be used as part of and in connection with the Web Services, or may be accessed by Customer and its Authorized Users from third parties utilizing the Web Services. THE THIRD PARTY MATERIALS ARE PROVIDED “AS IS”, WITH NO WARRANTY EXPRESSED OR IMPLIED. IN NO EVENT SHALL FINALSITE BE LIABLE FOR ANY DAMAGES ARISING IN ANY WAY OUT OF THE USE OF ANY THIRD PARTY MATERIALS IN CONNECTION WITH THE USE OF THE WEB SERVICES. No rights are granted to Customer or its Authorized Users to use any Third Party Materials included in the Web Services except as bundled or otherwise provided in combination with Finalsité’s proprietary software by Finalsité as part of the Web Services.

7. Ownership.

7.01 As between Finalsité and Customer, all right, title and full ownership of the Web Services and all materials and deliverables resulting from the

Services (including in each case any enhancements, modifications, updates, upgrades and derivative works thereof and all intellectual property rights in any of the foregoing) are and shall remain the proprietary, copyrighted and trade secret property of Finalsité and its licensors. Any enhancements, modifications, derivative works or any other intellectual property created directly or indirectly using or referring to the Web Services or components thereof, whether created solely by Customer or a third party on behalf of Customer, or jointly by Customer and Finalsité or a third party on either party's behalf, shall belong exclusively to Finalsité, and Customer hereby irrevocably assigns all rights therein (including without limitation, all patent, copyright, trademark, trade secret and moral rights) to Finalsité. Additionally, all right, title and interest to any data created by or on behalf of Finalsité and relating to use of the Web Services or Finalsité's business shall remain the property of Finalsité, whether or not supplied to Customer or uploaded or entered into the Web Services or made accessible by means of the Services. Notwithstanding the foregoing, subject to the terms of this Agreement and the prior approval of Finalsité, Customer shall be entitled to independently develop interfaces using application programming interfaces (APIs) provided by Finalsité as part of the Web Services.

8. Student Data Plan.

8.01 Student Information, Student records and Student Content (collectively, "Student Data") is the property of the applicable student or legal guardian of the student and not the property, or under the control, of Finalsité. During the Term of this Agreement, Customer shall retain control of all Student Data maintained in connection with the Web Services.

8.02 At any time during the Term of this Agreement, Customer may request deletion of any Student Data in Finalsité's possession by providing a written request to Finalsité signed by a duly authorized representative of Customer specifying: (i) the name of the applicable student; (ii) a detailed description of the Student Data to be deleted; (iii) providing contact information of an individual authorized by Customer to answer questions and provide additional information about such request. Such requests must be addressed

to the following address: Privacy Officer, Finalsité, 655 Winding Brook Drive, Glastonbury, CT 06033 or privavcy@finalsite.com (which address may be amended by Finalsité from time to time upon notice to Customer. Customer shall hold Finalsité harmless from any liability associated with the content of such deletion request, including any errors contained therein.

8.03 Finalsité and its employees, agents and contractors shall use Student Data only for purposes of providing the Services as described in this Agreement.

8.04 Revisions or corrections to Student Data may only be made by Authorized Users of Customer and not the student, parent or legal guardian directly. A student, parent or legal guardian of a student may review personally identifiable information contained in the Student Data directly through use of the Web Services and may correct erroneous information, if any, to such information by informing the Customer in writing specifying: (i) the name of the applicable student; (ii) a detailed description of the Student Data to be corrected; (iii) the appropriate correction, if known. In the event Finalsité receives a correction request directly concerning any Student Data, it will notify Customer promptly and direct the student, parent or legal guardian to the Customer for a response, or upon the written request of Customer containing such information as described in this subsection, Finalsité will correct the applicable Student Data using the information contained in Customer's written notice. Such requests must be addressed to Finalsité at the address set forth in Section 8.02. Customer shall hold Finalsité harmless from any liability associated with the content of such modification request, including any errors contained therein.

8.05 As provided in Section 10, Finalsité shall take reasonable commercial measures designed to ensure the security and confidentiality of all Student Data.

8.06 Finalsité will report in writing to Customer after its discovery of any unauthorized release, disclosure or acquisition of Student Data not permitted or required by this Agreement or any Order in accordance with the requirements of applicable law. Following discovery, Finalsité will conduct an

investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition and the identity of the affected students. Finalsité will use reasonable efforts to mitigate the potential harm caused by such unauthorized release, disclosure or acquisition.

8.07 Finalsité will not sell, rent or trade any Student Data, except in connection with the change of control or acquisition of Finalsité's business and in such event the successor-in-interest to Finalsité shall be subject to the provisions of this Agreement.

8.08 Upon termination of this Agreement and all Orders hereunder, Student Data shall not be retained by Finalsité and Customer shall not have access to any Student Data following the effective date of termination unless a student, parent or legal guardian of a student establishes or maintains an electronic account with Finalsité for the purpose of storing student-generated content.

8.09 Finalsité and Customer shall each comply with all applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as may be amended from time to time.

8.10 For purposes of this Agreement, the following definitions shall apply:

a. "Student information" means personally identifiable information or material of a student in any media or format that is not publicly available and is any of the following: (i) Created or provided by a student or the parent or legal guardian of a student, to Finalsité in the course of the student, parent or legal guardian using the Web Services for school purposes, (ii) created or provided by an employee or agent of Customer for school purposes, or (iii) gathered by Finalsité through the operation of the Web Services and identifies a student, including, but not limited to, information in the student's records or electronic mail account, first or last name, home address, telephone number, date of birth, electronic mail address, discipline records, test results, grades, evaluations, criminal records, medical records, health records, Social Security number, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious affiliations, text messages,

documents, student identifiers, search activity, photographs, voice recordings, survey responses or behavioral assessments;

(b) "Student record" means any information directly related to a student that is maintained by the Customer or any information acquired from a student through the use of the Web Services, except "student record" does not include de-identified student information allowed under the this Agreement to be used by Finalsité to (i) improve educational products for adaptive learning purposes and customize student learning, (ii) demonstrate the effectiveness of Finalsité's products and service offerings in the marketing thereof, and (iii) develop and improve Finalsité's products and services;

(c) "Student-generated content" means any student materials created by a student including, but not limited to, essays, research papers, portfolios, creative writing, music or other audio files or photographs, except "student-generated content" does not include student responses to a standardized assessment.

(d) "De-identified student information" means any Student Information that has been altered to prevent the identification of an individual student.

9. Customer Materials.

9.01 As between Customer and Finalsité, all detailed information that Customer and its Authorized Users provide, input, submit, store and/ or process utilizing the Web Services under this Agreement, excluding Third Party Materials and the Student Data (collectively, "Customer Materials") is and shall remain the property of Customer. For clarity, Customer Materials shall include all logos and trademarks of Customer provided to Finalsité in connection with the Deployment Services. In no event shall Finalsité be responsible or liable for the content, accuracy or completeness of any Customer Materials, or any infringement by any Customer Materials of third party intellectual property rights.

9.02 Except as may be set forth within this Agreement or for purposes of meeting any Finalsité performance obligations the Agreement (including

compliance with applicable laws or regulations), Finalsité shall not use or disclose any Customer Materials without the prior written consent of Customer.

10. Data Security.

10.01 Finalsité shall maintain reasonable, industry-standard administrative, physical, and technical safeguards and implement and maintain reasonable security practices and procedures designed to protect Student Data and Customer Confidential Information from unauthorized access, destruction, use, modification and disclosure. Finalsité shall not: (i) modify Student Data or Customer Confidential Information, except as requested in writing by Customer as provided in this Agreement; (ii) disclose Student Data or Customer Confidential Information except as required by applicable law, or necessary to perform the services as contemplated under this Agreement; or (iii) access Student Data or Customer Confidential Information except to provide the Services and prevent or address technical and other issues in connection with any of the Services, or to the extent otherwise permitted in this Agreement.

10.02 Customer shall maintain reasonable, appropriate administrative, physical, and technical safeguards designed to protect the security, confidentiality and integrity of its account IDs, password, and connectivity with the Web Services and Hosting Services. Without limiting any indemnification obligations of Customers under this Agreement, Customer shall be solely responsible, Finalsité shall have no liability, and Customer shall Indemnify Finalsité, and its Related Parties, for account ID or passwords having been lost, stolen, compromised, or used for malicious purposes, including in respect of all use of the Services using such account information.

10.03 For Customers located in the European Union and who are subject to its laws, Finalsité participates in the EU-US Privacy Shield Framework and complies with its principles. Each Party shall also comply with applicable privacy laws and regulations within the EU ("EU Data Security Laws") as such laws apply to the performance of such Party's obligations under this Agreement.

11. Consent to Use/ Transfer.

11.01 Customer warrants and represents that it shall obtain all consents necessary for Finalsité to provide the Services in connection with the Student Data, and otherwise use the Student Data pursuant to the Agreement, including those consents related to the electronic transfer of any Student Data across a country border, the collection of personal information from children under the age of 13 in compliance with the Children's Online Privacy Protection Act, as amended ("COPPA"), and other consents necessary for the protection and use of the Customer Data under applicable law and regulation. Finalsité shall be entitled to rely on this Agreement as Customer's representation that all necessary consents have been obtained and Finalsité shall not be required to independently verify such fact or compliance by Customer with applicable law with respect thereto.

11.02 Customer acknowledges and agrees that the Customer Data may be transferred or stored outside the country where Customer and its clients are located in order to perform the Services and Finalsité's other obligations under the Agreement. Customer further represents and warrants that the use of Customer Data by Finalsité, in accordance with the terms of the Agreement, is not in violation of any applicable law or regulation, or in breach of any covenant or obligation of confidentiality that Customer has to any person or entity. Customer acknowledges that Finalsité has no responsibility to review or monitor any Customer Data including reviewing or determining the legality, accuracy or completeness of Customer Data. Finalsité, however, reserves the right to take any action with respect to the Services that Finalsité deems necessary or appropriate in its sole discretion, if Finalsité reasonably believes Customer's use of the Services could create liability for Finalsité, its affiliates and/or its suppliers or could compromise or disrupt services provided to other clients.

11.03 Customer acknowledges and agrees that, in the course of Finalsité providing Services hereunder, Finalsité's subcontractors (who are subject to obligations of confidentiality) may have access to Student Data and Customer Materials, including for back-up, hosting, support and business recovery

purposes. In addition, except as otherwise provided in an Order, Finalsité may create De-identified student information and de-identify and aggregate Customer Materials (collectively, "De-Identified Data") for the purpose of providing products and services to its customers and for analytical, statistical or benchmarking purposes. Finalsité will ensure that De-Identified Data will not enable customers or other third parties to identify (i) any individual; or (ii) Customer's Confidential Information.

12. Customer Responsibilities.

12.01 Customer is solely responsible for and assumes all liability relating to (i) decisions about Customer's computer and communications systems needed to access the Web Services; (ii) all purchases of any necessary hardware, software, services or licenses required by Customer to access and use the Web Services as contemplated in this Agreement; and (iii) provision and maintenance of all domains and URLs used by Customer and its Authorized Users to access the Web Services.

12.02 Customer and its Authorized Users shall comply with all applicable law and governmental regulation and any Terms of Use displayed on the Web Services in their respective execution, delivery and performance of this Agreement and access and use of the Web Services.

12.03 Customer represents and warrants, and shall ensure that it and all Authorized Users shall not: (i) use the Services, in whole or in part, to store, initiate or transmit material (including Customer Materials) that is infringing, libelous, defamatory, abusive, harmful to minors, designed to cause annoyance, inconvenience or distress to any person; comprises unsolicited marketing (i. e. spam), in violation of third-party privacy or property rights, or otherwise tortious or in violation of applicable law; (ii) interfere with, unreasonably burden, or disrupt the integrity or performance of the Services or third-party data or content contained therein; (iii) attempt to gain unauthorized access to the Services or its related systems or networks; (d) provide the Services to third parties who are not Authorized Users, including, by resale, license, loan or lease; and, (iv) without Finalsité's prior written consent, imply or state, directly or indirectly, that Customer is affiliated with or

endorsed by Finalsité; or, publicize the existence of the Agreement, or any of its terms. Customer will use best efforts to prevent and/or block any prohibited use, and will cooperate with Finalsité to prevent or cease such use from continuing. Customer will notify Finalsité immediately, in writing, if it knows or has reason to know that the Services are being used in violation of the Agreement or applicable law, describing such violation(s), and the basis for such knowledge, and shall Indemnify Finalsité, its officers, directors, representatives and its affiliates for such violative use.

13. Term of the Agreement/ Orders.

This Agreement shall commence on the Order Effective Date of the first Order executed by Customer and shall continue through the termination date of all Orders hereunder (the "Term"), unless terminated earlier in accordance with the provisions of this Agreement. The term of any Order shall be stated in the Order, provided however that unless otherwise provided in any Order, the term of each Order shall automatically renew for successive terms of equal duration to the initial term stated therein unless either Party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current term.

14. Termination

14.01 In the event either party defaults in any obligation in this Agreement or any Order, the non-defaulting Party shall give written notice of such default. If the Party in default has not cured the default within thirty (30) days of receipt of the notice, the non-defaulting Party may terminate this Agreement by delivering written notice thereof to the defaulting Party.

14.02 Either Party may terminate this Agreement, effective immediately upon written notice, in the event that the other party: (i) makes a general assignment for the benefit of creditors; (ii) institutes proceedings seeking relief or reorganization under any laws relating to bankruptcy or insolvency or (iii) has a court of competent jurisdiction appoint a receiver, liquidator or trustee over all or substantially all of such party's property or provides for the liquidation of such Party's property or business affairs.

14.03 Termination of this Agreement or any Order shall terminate all Services provided by Finalsité thereunder, and Customer and its Authorized Users shall cease all use of the applicable Services on the effective date of termination or expiration. The due dates of all payments owed by Customer to Finalsité under this Agreement shall become due on the effective date of termination or expiration.

15. Subcontractors.

Finalsité may utilize subcontractors and/or independent contractors to perform any Services under this Agreement in its sole discretion. In such event, Finalsité shall not be relieved from its obligations under this Agreement.

16. Fees and Expenses

16.01 The fees and general scope of services for the Services purchased by Customer shall be as described in the applicable Order, which is made part of this Agreement. Unless otherwise specifically provided in an Order, Finalsité may increase any such fees at any time following the initial term of any Order upon thirty (30) days' advance written notice to Customer, provided that any such increase shall not exceed the greater of six percent (6%); or the increase in the U.S. Consumer Price Index for any annual period.

16.02 In addition to the fees described above, all out-of-pocket expenses incurred by Finalsité in connection with the services described any Order shall be reimbursed by Customer at actual cost.

16.03 Unless otherwise provided in an Order, Finalsité will invoice Customer on an annual basis, payable in advance. Payment for the invoice covering the first year of this Agreement is due and payable within thirty (30) days of the signing of the Order unless otherwise stated in an Order. Thereafter, Finalsité will invoice Customer on each annual anniversary of the Order signing date. After thirty (30) days from the invoice date, all overdue unpaid, undisputed amounts shall carry interest at the rate of 1.0% per month, or the highest rate allowed by applicable law, whichever is less, until payment is received by

Finalsite. All fees incurred by Finalsite for collections (including attorneys' fees) must be paid or reimbursed by the Customer. All invoices shall be sent to Customer at the billing address set forth in the Order.

16.04 Customer shall be responsible for the collection and payment of any applicable present or future services, sales, use, excise, goods, property, value added or other taxes or duties levied against or upon the provision of Web Services (excluding taxes based upon Finalsite's net income). Upon request, Customer shall furnish to Finalsite evidence of payment of any taxes payable by Customer.

17. Confidentiality

17.01 In the course of performance of this Agreement, the Parties may receive or have access to information that is confidential to one or the other Party and a Party's Authorized Users (collectively, "Confidential Information"). Confidential Information shall mean non-public materials and information, in whatever form, written, oral or otherwise, that include, but shall not be limited to (i) the Web Services, including any modules, functionality or content licensed by Finalsite from third parties; (ii) the distinctive methods or procedures which Finalsite uses in the design, development, licensing, support, or maintenance of the Web Services, (iii) the terms and pricing under this Agreement, (iv) each Party's business processes and strategies, (v) the Customer Materials; and (vi) all information clearly identified by either Party as confidential, provided however that a party's Confidential Information shall not include information that: (a) is or becomes generally available to the public through no act or omission of the other Party; (b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party or from a third party whom the receiving Party knows or should know is under an obligation of confidentiality with the owner of the Confidential Information; (c) is lawfully disclosed to the other Party by a third party without restriction on disclosure; or (d) is independently developed by the other Party.

17.02 Each Party agrees to hold the other Party's Confidential Information in confidence during the Term of this Agreement and following termination for

any reason. Except for disclosure to a Party's subcontractors and independent contractors who are bound by confidentiality obligations with respect to such Confidential Information and as otherwise provided in the Agreement, each Party agrees not to make the other Party's Confidential Information available in any form to any third party or to use the other Party's Confidential Information for any purpose not intended under this Agreement. Each Party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by any person or entity in violation of the terms of this Agreement. Following receipt of a written request, the other Party shall return to the requesting Party, in whole or in part, the Confidential Information that has been disclosed in tangible form. Each Party may retain a copy of Confidential Information solely for archival purposes.

18. Warranties, Limitations & Disclaimers

18.01 Finalsité warrants to Customer that: (i) for a period of ninety (90) days from execution of this Agreement, the Web Services will substantially perform in all material respects the functions described in writing by Finalsité for the applicable Web Services when used and/or accessed in accordance with the terms and conditions of this Agreement and the applicable Order; and (ii) during the Term of this Agreement, the Services are compliant with all law and regulation applicable to the Services and Finalsité's provision of the Services. Customer's sole and exclusive remedy for a breach of this warranty shall be that Finalsité shall be required to use commercially reasonable efforts to provide modifications or fixes with respect to any Web Services performance issues.

18.02 The foregoing warranties shall not apply in the event : (i) Customer or its Authorized Users use and/or access the Web Services in a manner which is not in conformance with the terms and conditions of this Agreement and any Order; (ii) Customer or its Authorized Users use the Web Services with third party data, software or hardware which is incompatible with the Web Services; (iii) errors occur in the Web Services or Data resulting from Customer's or its representatives' configuration or manipulation of the Web Services, in each case not specifically recommended in writing by Finalsité; or (iv) reduced

performance or non-availability of the Services result from failure of network connections beyond the reasonable control of Finalsité.

18.03 Finalsité represents, warrants and covenants that the execution, performance and delivery of this Agreement by Finalsité are within Finalsité's corporate powers and do not and will not violate (a) the articles of incorporation or bylaws of Finalsité, (b) any applicable law, rule, regulation, judgment, order or decree or contravene or cause a default under any license, franchise, permit or other similar authorization held by Finalsité, or any agreement to which Finalsité is a party, or (c) require the consent or other action of any person or entity which has not been obtained prior to execution of this Agreement.

18.04 Finalsité represents, warrants and covenants that this Agreement constitutes the valid and binding agreement of Finalsité, duly authorized by all necessary action on the part of Finalsité and enforceable by Customer against Finalsité in accordance with its terms, except as (a) the enforceability hereof may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting creditor's rights generally, and (b) the availability of equitable remedies may be limited by equitable principles of general applicability.

18.05 The execution, performance and delivery of this Agreement by Finalsité do not require action by or in respect of, or filing with, any governmental body, agency, or official.

18.06 Customer represents, warrants and covenants that: (i) Customer has full authority to act its behalf and on behalf of its Affiliates as contemplated by these Master Terms; (ii) the execution, performance and delivery of this Agreement by Customer are within Customer's organizational powers and do not and will not violate (a) the applicable organizational documents of Customer, (b) any applicable law, rule, regulation, judgment, order or decree or contravene or cause a default under any license, franchise, permit or other similar authorization held by Customer, or any agreement to which Customer is a party, or (c) require the consent or other action of any person or entity which has not been obtained prior to execution of this Agreement.

18.07 The Customer represents, warrants and covenants that the execution, performance and delivery of this Agreement by Customer are within Customer's organizational powers and have been duly authorized by all necessary action on the part of the Customer. This Agreement constitutes the valid and binding agreement of Customer, enforceable by Finalsité against Customer in accordance with its terms, except as (a) the enforceability hereof may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting creditor's rights generally, and (b) the availability of equitable remedies may be limited by equitable principles of general applicability.

18.08 The execution, performance and delivery of this Agreement by Customer do not require any consent or action by or in respect of, or filing with, any governmental body, agency, or official.

18.09 It is Customer's responsibility to determine the suitability of the Web Services for Customer's use. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, FINALSITE AND ITS LICENSORS MAKE NO, AND HEREBY DISCLAIM ANY, REPRESENTATION, WARRANTY OR GUARANTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY: (1) OF MERCHANTABILITY; (2) OF FITNESS FOR A PARTICULAR PURPOSE; (3) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; OR (4) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXCEPT AS SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS", WITHOUT ANY FURTHER WARRANTIES OF ANY KIND. FINALSITE AND ITS LICENSORS MAKE NO WARRANTY THAT OPERATION OF THE WEB SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL DEFECTS WILL BE CORRECTED. FINALSITE AND ITS LICENSORS MAKE NO, AND HEREBY DISCLAIM ANY, REPRESENTATION, WARRANTY OR GUARANTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY THIRD PARTY MATERIALS.

18.10 FOR ALL CLAIMS BY EITHER PARTY, WHETHER SUCH CLAIMS ARE MADE IN CONTRACT, TORT, OR OTHERWISE, THE INJURED PARTY'S POTENTIAL RECOVERY SHALL BE LIMITED TO THE ACTUAL, DIRECT DAMAGES SUFFERED BY SUCH PARTY UP TO THE ACTUAL AMOUNT PAID BY, OR DUE FROM, CUSTOMER TO FINALSITE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM(S) FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM(S).

18.11 IN NO EVENT SHALL EITHER PARTY, OR ITS SUPPLIERS, LICENSORS, SERVICE PROVIDERS AND/OR SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR COSTS OF SUBSTITUTE SERVICES) SUFFERED BY EITHER PARTY, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY, OR HAS CONSTRUCTIVE KNOWLEDGE, OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THIS AGREEMENT SHALL NOT CONVEY UPON ANY THIRD PARTY ANY RIGHTS HEREUNDER, AND NO THIRD PARTY SHALL BE DEEMED A THIRD PARTY BENEFICIARY.

19. Modifications/ Amendments.

This Agreement and any Order can only be modified by a written agreement signed by persons authorized to sign agreements on behalf of the parties.

20. Waiver.

No failure to exercise and no delay in exercising on the part of either Party, or partial exercise, shall operate as a waiver of any right under this Agreement. A waiver on one occasion shall not operate as a waiver on other occasions.

21. Severability.

If any term or provision of this Agreement or application of the terms of this Agreement to the Parties shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then such invalidity will not affect the remainder of this Agreement and each other term and provision shall be valid and enforceable to the fullest extent permitted by law.

22. Relationship of Parties.

The Parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture, association, or other form of agency relationship between the Parties. A Party and its respective personnel shall not be eligible to participate in any employee welfare or other benefit plans, however characterized, which may be maintained by the other Party. Each Party agrees to assume all responsibility and liability for any and all federal and state employers' liability, workers' compensation, social security and unemployment insurance requirements with respect to its respective personnel. Each Party agrees to pay and report (or require to be paid and reported) all federal, state and local income, employment and payroll withholding taxes and other governmental taxes or charges for its respective personnel, including, without limitation, federal and state income tax withholding, FICA, FUTA and state payroll taxes, as may be applicable.

23. Assignment.

This Agreement may not be transferred or assigned directly or indirectly by Customer, in whole or in part, without the prior written consent of Finals site, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may transfer or assign this Agreement in connection with a Change of Control of such Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. For purposes of this Agreement, "Change of Control" shall mean the sale or other transfer of (i) all or substantially all of a Party's assets; or (ii) 50% or more of the capital stock or other equity interests of a Party, including by

merger, consolidation or similar transaction; or (iii) the transfer of majority voting control of a Party.

24. Force Majeure.

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement (except for payment obligations which shall not be so excused) to the extent the delays or failures result from causes beyond the reasonable control of the Party. Without limiting the generality of the foregoing, such causes include acts of God, the public enemy, fires, floods, storms, earthquakes, riots, terrorism, strikes, blackouts, wars or war operations, restraints of government, utility or communications failures, computer hackers, denial of service attacks, software viruses, telecommunications slow-downs or failure, erroneous data transmission, or causes which could not with reasonable diligence be controlled or prevented by the Party. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

25. Entire Agreement.

This Agreement, including any and all Orders, Exhibits, Schedules, Appendices, Attachments and material incorporated by reference, contains the entire agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. This Agreement represents the complete and final agreement of the Parties and supersedes and replaces all prior or contemporaneous oral or written agreements, understandings or commitments between the Parties, including any Purchase Order.

26. Mutual Indemnification.

26.01 Finals site shall defend, indemnify and hold Customer and Customer's officers, directors, employees, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with (i) any breach of the Finals site warranties set forth in this Agreement; and/or (ii) any claim by a third party alleging that the Web Services directly infringe a U.S.

copyright, a U.S. patent issued as of the Effective Date, or a U.S. registered trademark of a third party; provided that Customer shall (a) promptly give written notice of such claim to Finalsité; (b) give Finalsité sole control of the defense and settlement of such claim; and (c) promptly provide to Finalsité all available information and assistance reasonably requested by Finalsité in defending such claim. Finalsité shall have no indemnification obligation, and Customer shall defend, indemnify and hold Finalsité and its officers, directors, employees, attorneys and agents harmless from and against any and all third party claims arising from any alleged infringement of any third party intellectual property rights arising from the combination of any Web Services with any of Customer's products, service, content, web service, hardware and/or business process(s).

26.02 Customer shall indemnify and hold Finalsité, its licensor's and each such party's affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) any breach of the Customer's warranties set forth in this Agreement; and/or (ii) any claim brought by a third party alleging that use of the Customer Materials and/or any Third Party Materials provided to Finalsité or input into the Web Services by Customer or its Authorized Users directly infringes the intellectual property rights of, or has caused harm to, a third party; and (ii) Customer's or its Authorized Users' failure to access and use the Web Services in compliance with applicable law and regulation; provided in any such case that Finalsité (a) gives written notice of the claim promptly to Customer; (b) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle or defend any claim unless Customer unconditionally release Finalsité of all liability and such settlement does not affect Finalsité's business or Service); (c) provides to Customer all reasonably available information and assistance; and (d) has not compromised or settled such claim.

27. Venue and Applicable Law.

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Connecticut, excluding conflict of law principles. The original of this Agreement has been written in English and English is the governing language of this Agreement. Customer waives any right it may have under the law of its territory to have this Agreement interpreted by or written in the language of the territory. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover reasonable costs and attorneys' fees. Any disputes arising out of this Agreement or the breach thereof shall be resolved by binding arbitration in Hartford, Connecticut in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

SCHEDULE 1

Service Level Agreement

This Service Level Agreement ("SLA") sets forth the Service Level(s) applicable to the Hosting Services and Support Services provided by Finalsité for the Finalsité Web Services. This SLA forms a part of the Agreement between Customer and Finalsité with respect to the provision of the Web Services by Finalsité and is incorporated into the Agreement by reference.

1. Hosting/ Availability of the Web Services

Service Level	Service Level Commitment	Measurement Window
Availability	99.5%	Monthly

For Purposes of this SLA, the following definitions shall apply:

"Availability" shall mean the portion (in percentage terms) of Scheduled Uptime that the Hosting Services are actually Available for Use.

“Available For Use” shall mean that all of the supported functions and features of the Hosting Services are capable of sending and receiving data to and from the Internet.

“Scheduled Uptime” shall mean the difference between (i) the total time Available for Use during each month and (ii) the sum of the time during which Finalsité may perform Scheduled Maintenance plus Excluded Time (as defined below).

“Scheduled Maintenance” shall mean maintenance performed by Finalsité during regularly scheduled maintenance windows, which normally shall occur during off-peak hours, or such other times Finalsité may determine, provided it shall provide Customer at least three (3) days’ advance notice of such maintenance (“Scheduled Maintenance Window”). Notice of Scheduled Maintenance may be by email to Customer.

“Excluded Time” shall mean any period of time that the Hosting Services are not Available For Use due to the following:

- Emergency maintenance;
- Interruptions in third party networks that prevent Internet users from accessing the Hosting Services; or
- Interruptions in utility service, provided that the Finalsité hosting environment is served by redundant utility connections entering the facility at which the Hosting Services are provided.

2. Availability Service Credits

a. Customer must notify Finalsité in writing of any failure to meet the Availability Service Level and request a Service Level Credit, if appropriate.

b. In the event Finalsité fails to meet the Availability Service Level Commitment more than three (3) times in any rolling twelve (12) month period, upon the written request of Customer, Finalsité will extend five (5) days of hosting service to the Customer at no additional charge (the “Service Credits”). Such Service Credits will be allocated to the Customer

annually on the anniversary date of the applicable Order for the Web Services.

c. The Service Credits described above shall be the sole and exclusive remedy for Finalsight's failure to meet the Availability Service Level Commitment.

3. Backup Process

Finalsight will back-up or cause daily and weekly back-ups of Data (excluding Customer logos and trademarks) on-site and to an off-site location chosen by Finalsight.