

Master Services Agreement General Terms and Conditions

1. TERM AND TERMINATION.

1.1 MSA Term. This MSA will continue in effect for as long as any order remains in effect unless earlier terminated as provided below.

1.2 Order Term. The term of each Order will begin on the date set forth in the Order and continue for the term set forth in the order unless earlier terminated as provided below.

1.3 Termination for Breach. Either party may terminate any Order, in whole or in part, or the MSA if the other party materially breaches a term of this agreement, and, if the breach is remediable, the breach continues for 30 days after written notice of the breach. Termination of a single Order under this Section will not be deemed a termination of this MSA or any other Order, unless the notice of termination states otherwise. Termination of this MSA shall result in termination of all Orders under it (unless otherwise specified by us).

1.4 Termination for Insolvency. Each party may terminate this MSA or any Order effective immediately upon written notice, should the other party (i) make a general assignment for the benefit of creditors; (ii) institute proceedings, or have proceedings instituted against it, seeking relief or reorganization under any laws relating to bankruptcy or insolvency; or (iii) have a court of competent jurisdiction appoint a receiver, liquidator, or trustee over all or substantially all of such party's property, or provide for the liquidation of such party's property or business affairs.

1.5 Effect of Termination. If any Order or this MSA is terminated or expires, then Sections 2 (Payment Terms), 3 (Warranties), 4 (Limitation of Liability), 5 (Indemnity), 6 (Confidentiality), 7 (Intellectual Property), 9 (Compliance with Export Control and Anti-Corruption Laws) and 10 (General Provisions), and the obligation to pay any unpaid fees owed will survive such termination.

2. PAYMENT TERMS.

2.1 Pricing. You agree to pay for the Services that you order without set-off for any reason, at the prices set forth in the applicable Order ("Fees"). All Orders are non-cancelable and non-refundable.

2.2 Invoicing. Payment terms are subject to credit approval. All Fees are exclusive of all sales, use, excise, value added, withholding and other taxes, and all customs duties and tariffs now or hereafter claimed or imposed by any governmental authority upon the Services which shall be invoiced to and paid by you. You will provide tax exemption certificates or direct-pay letters to us on or before the Order Effective Date, as applicable. We will invoice you for the Fees in advance, arrears, annually, monthly, or periodically during our performance of the Services according to the Order. You will pay us the amount invoiced net 30 days. Unpaid balances may accrue interest at the rate of the lesser of one and one-half percent (1 ½%) per month or the then-highest rate permissible under applicable law, plus our reasonable cost of collection. You will make full payment in U.S. dollars (\$), unless a different currency is specified in the Order. If any amount owing by you for Services is 30 or more days overdue we may, without limiting our other rights and remedies, accelerate your unpaid Fee obligations so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full. We will give you at least 10 days' prior notice that your account is overdue, in accordance with Section 10.3, before suspending services to you.

2.3 Disputed Fees. You may withhold payment of particular fees that you dispute in good faith ("**Disputed Fees**") only, if you provide written notification ("**Dispute Notice**") of such Disputed Fees to us along with payment of any undisputed portion of such fees within 30 days of receipt of the invoice containing the Disputed Fees. The Dispute Notice must set forth the justification for such dispute in sufficient detail to allow us to investigate the Disputed Fees. Upon our receipt of the Dispute Notice, the parties will immediately negotiate in good faith to resolve the issue that is the subject of the Dispute Notice. We will not exercise our rights under Section 2.2 if you are disputing the applicable Fees reasonably and in good faith and are cooperating diligently to resolve the dispute.

3. WARRANTIES.

3.1 Our Warranty and Disclaimer. We warrant to you that we will perform our duties under this MSA in a diligent and businesslike manner. **EXCEPT AS MAY BE SET FORTH HEREIN OR IN AN ORDER, WE PROVIDE THE SERVICES "AS IS." WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.**

3.2 Third Party Products. You acknowledge and agree that unaffiliated third parties may provide certain software, products and services subject to their standard terms and conditions ("**Standard Terms**") as a part of our Services. To the extent applicable and permissible, we shall pass through to you all available warranties in respect of any third party software, products and services used in the Services under the Standard Terms of such third parties. We make no representations and warranties with respect to any third party software, products and services used in the Services.

3.3 Remedy. The warranty above is limited to a period of 90 days from the performance of the Services. The Customer's exclusive remedy and SilverSky's entire liability for breach of any of the above warranties shall be to re-perform the Services, or if re-performance is impossible, in accordance with the provisions of Section 4.

3.4 Your Warranty. You warrant that where you have disclosed to us electronic data and information submitted by or collected and processed by or for you using the Services ("Your Data") you have obtained the prior consent of all relevant third party individuals for us and our authorized agents, contractors, representatives and vendors to collect, use and disclose Your Data for all purposes relevant to the MSA and the Services, in accordance with any applicable laws, regulations and/or guidelines. You further warrant that you have and shall maintain all appropriate consents, permissions and/or licenses (including from all relevant third parties) to enable us to perform the Services.

4. LIMITATION OF LIABILITY.

4.1 EXCEPT FOR CLAIMS UNDER SECTIONS 5, 6 or 7 BELOW, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LIABILITIES, (INCLUDING LOST PROFITS, LOSS OF REVENUE, GOODWILL, REPUTATION OR SAVINGS, LOSS OR UNAVAILABILITY OF DATA) ARISING OUT OF OR IN CONNECTION WITH THIS MSA WHETHER CLAIMED AS BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. OUR LIABILITY TO YOU FOR ANY LOSS OR DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS MSA HOWSOEVER CAUSED OR ARISING WHETHER AS BREACH, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE IS IN EACH CASE LIMITED, IN RESPECT OF ANY ONE INCIDENT OR SERIES OF INCIDENTS ARISING OUT OF ONE CAUSE, TO THE FEES PAID BY YOU TO US UNDER THE APPLICABLE ORDER(S) IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, SUBJECT TO AN OVERALL AGGREGATE LIMIT OF LIABILITY OF 100% OF ALL FEES PAID UNDER THIS MSA. THE LIMITATIONS AND EXCLUSIONS CONTAINED HEREIN WILL APPLY ONLY TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AND NOTHING HEREIN PURPORTS TO LIMIT EITHER PARTY'S LIABILITY IN A MANNER THAT WOULD BE UNENFORCEABLE OR VOID AS AGAINST PUBLIC POLICY IN THE APPLICABLE JURISDICTION.

5. INDEMNITY.

5.1 Your Indemnification. You will defend us against any claim, demand, suit or proceeding made or brought against us by a third party alleging that Your Data or your use of any Service in breach of this MSA, infringes or misappropriates such third party's intellectual property rights or violates applicable law (a "Claim Against Us") and will indemnify us from any damages, attorney fees and costs finally awarded against us as a result of, or for any amounts paid by us under a court-approved settlement of, a Claim Against Us.

5.2 Our Indemnification. We will defend you against any claim, demand, suit or proceeding made or brought against you by a third party alleging that your use of any Service provided under this MSA infringes or misappropriates such third party's intellectual property rights (a "Claim Against You") and will indemnify you from any damages, attorney fees and costs finally awarded against you as a result of, or for any amounts paid by you under a court-approved settlement of a Claim Against You. We will have no indemnification obligation with respect to any action to the extent arising out of: (i) the use of any Services or any part thereof, in combination with software or other products not supplied by us; (ii) any modification of the Services not performed or expressly authorized by us; or (iii) the use of any of the Services other than in accordance with this MSA. If any Service is held to infringe and its use is enjoined, we will, at our option and expense, (i) obtain the right to continue providing that Service consistent with the terms of this MSA and the applicable Order, (ii) replace or modify that Service so that it no longer infringes, or (iii) grant you a credit for the Service that you have not received.

5.3 Indemnification Conditions. In each case, as a condition to the right to receive indemnification for a claim, the indemnified party will (i) give the indemnifying party prompt notice of the claim; (ii) cooperate with the indemnifying party, at the indemnifying party's expense, in the defense of the claim; and (iii) give the indemnifying party the right to control the defense and settlement of the claim. This Section 5 is the sole remedy against claims of infringement.

6. CONFIDENTIALITY.

6.1 Confidential Information. “Confidential Information” means non-public information that is disclosed by either party, or to which either party has access, that the receiving party knows or should reasonably be expected to know is confidential information of the other party.

6.2 Recipient Obligations. A party receiving Confidential Information will (i) restrict the use of the Confidential Information to those purposes necessary for the performance of the receiving party's obligations and the exercise of the receiving party's rights under this MSA, and (ii) during the term of this MSA and thereafter, safeguard against disclosure of the Confidential Information to third parties using the same degree of care to prevent disclosure as it uses to protect its own information of like importance, but at least reasonable care. All proprietary and copyright notices in the original must be affixed to copies or partial copies of Confidential Information made by a receiving party. Each party must provide the other with notice of any governmental, judicial or administrative order or proceeding to compel the disclosure of Confidential Information received under this MSA, as promptly as the circumstances of such order or proceeding reasonably permit. Nothing herein shall preclude either party from disclosing Confidential Information to any of its directors, employees, consultants, professional advisers or subcontractors to the extent that such disclosure is reasonably necessary for the purposes of this MSA or the performance of the Services.

6.3 Exceptions. Neither party will be obligated to maintain any information in confidence or refrain from use if (i) the information was in the receiving party's possession or was known to it prior to its receipt from the disclosing party, (ii) the information is independently developed by the receiving party without the utilization of Confidential Information of the disclosing party, (iii) the information is or becomes public knowledge without fault of the receiving party or (iv) it is required by applicable law. Nothing contained in this MSA will require the alteration, deletion or destruction of back-up media made in the ordinary course of business, *provided however*; that in each instance each party will maintain the confidentiality of Confidential Information in accordance with the terms of this MSA.

7. INTELLECTUAL PROPERTY

7.1 Ownership of Intellectual Property in the Services and Deliverables; Reservation of Rights. All right, title and interest in and to all copyrights, trademarks, trade secrets, patents, mask works, deliverables, and all other intellectual property embodied in the Services and any documentation produced by us in connection with the Services, including but not limited to written reports, user manuals, training materials and any improvements thereto or goodwill associated therewith (“Deliverables”) are retained by us or our licensors. Subject to this MSA and for the duration of its term, we grant you a non-exclusive, nontransferable, right and license to (i) use and access the Services for internal business purposes and (ii) use, display and reproduce the Deliverables for your internal business purposes.

7.2 License to Host Your Data. You grant us a limited-term license to host, copy, transmit and display Your Data as necessary for us to provide the Services in accordance with this MSA. Subject to the limited licenses granted herein, we acquire no right, title or interest from you or your licensors under this MSA in or to Your Data.

7.3 Restrictions. You will not (and will not allow any third party to): (i) except to the extent applicable law expressly gives you permission to do so, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any Services (except to the limited extent that applicable law prohibits reverse engineering restrictions); (ii) provide, lease, lend, disclose, use for timesharing or service bureau purposes, or otherwise use or allow others to use for the benefit of any third party, any Services (except as expressly and specifically authorized by us in each instance) or (iii) use the Services, including any documentation provided by us, in connection with the development of products or services that compete with the Services.

8. INFORMATION SECURITY.

8.1 Safeguards. In order to protect Your Data we have in place and agree to maintain commercially reasonable administrative, physical and technical safeguards which are designed to protect (a) against anticipated threats to the security of such information, and (b) against unauthorized access to or use of such information.

8.2 Notification. We will notify you promptly of any third party unauthorized access to Your Data. Such notice will include information about the extent and scope of the unauthorized access to the extent such information is reasonably available to us.

8.3 Annual Data Security Assessments. We will annually engage independent third parties to perform information security assessments of our processing environment maintained by us to process Your Data in connection with the Services.

9. COMPLIANCE WITH EXPORT CONTROL AND ANTI-CORRUPTION LAWS.

9.1 Export Control Laws. You acknowledge and agree that Services may be subject to restrictions and controls imposed by the United States Export Administration Act, the regulations thereunder and similar laws in other jurisdictions. You agree to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations (“ITAR”) maintained by the Department of State. Specifically, you covenant that you shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any Services or technology (including products derived from or based on such technology) received from us to any

destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. You further agree to not transfer to or through the Services any data, materials or other items controlled for export under ITAR, EAR or other applicable regulations (collectively, “**Controlled Data**”) unless you have prior written authorization to do so from competent government authorities to transfer such Controlled Data to us, and have provided such authorization and signed an amendment to this MSA authorizing the transfer of Controlled Data to us.

9.2 Anticorruption Laws. Each party acknowledges that it is familiar with and understands the provisions of the U.S. Foreign Corrupt Practices Act (“the **FCPA**”) and agrees to comply with their terms as well as any provisions of local law related thereto. Each party further understands the provisions relating to the FCPA prohibitions regarding the payment or giving of anything of value, including but not limited to payments, gifts, travel, entertainment and meals, either directly or indirectly, to an official of a foreign government or political party for the purpose of influencing an act or decision in his or her official capacity or inducing the official to use his or her party’s influence with that government, to obtain or retain business involving the Services. Each party agrees to not violate or knowingly let anyone violate the FCPA, and each party agrees that no payment it makes will constitute a bribe, influence payment, kickback, rebate, or other payment that violates the FCPA or any other applicable anticorruption or anti-bribery law.

10. GENERAL.

10.1 Arbitration. All controversies and claims arising out of or relating to this contract, or the breach thereof, will be settled by arbitration in New York administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration will be conducted in the English language. Judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

10.2 Governing Law. This MSA will be governed in all respects by the laws of the State of New York exclusive of any New York choice of law principle that would require application of a law of a different jurisdiction, and the laws of the United States of America. The parties exclude the application of the UN Convention on the International Sale of Goods.

10.3 Notices. All notices hereunder will be given to the appropriate party and department at the address specified in the cover page of this MSA or at such other address as the party will specify in writing under the terms herein. Notice will be deemed given: upon personal delivery; if sent by email or fax, upon confirmation of receipt; or if sent by certified U.S. mail, postage prepaid, three (3) days after the date of mailing.

10.4 Assignment. You may not assign this MSA or any rights or obligations thereunder, in whole or in part, without our prior written consent, which will not be unreasonably withheld and any such assignment or transfer shall be null and void. This MSA and each Order shall be binding on and inure to the benefit of the parties’ respective successors and permitted assigns.

10.5 Force Majeure. You acknowledge that the provision of Services might be affected by factors outside of our control. We will not be liable for any breach of this MSA, for any delay or failure of performance resulting from any cause beyond our reasonable control, including but not limited to the weather, civil disturbances, acts of civil or military authorities, change of law or regulation, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, or acts of God. If any force majeure event shall continue for more than 60 days from the date of notice of the force majeure event to the other party, then we shall be entitled to serve notice to terminate this MSA without any further liability hereunder.

10.6 Entire Agreement. This MSA, including any Orders, sets forth the entire understanding and fully integrated agreement between you and us with respect to the subject matter contained therein, and supersedes all prior agreements between us with respect to the subject matter herein, including but not limited to any non-disclosure agreement.

10.7 Counterparts and Precedence. This MSA and each Order may be executed in multiple counterparts, each of which will be deemed to be an original. A facsimile or electronic signature will have the same force and effect as the original signature counterpart. Only a writing signed by both parties may change the terms of this MSA or any Order. In the event of any conflict between or amongst them, the terms and conditions of an SOW, an Order, this MSA, and these MSA Terms and Conditions will prevail in that order except that any provision in an Order which amends Clause 3, 4, 5, 6, 7, 8, or 9 to be effective must expressly reference the applicable section and state that the parties hereby agree to amend the General Terms and Conditions for this Order only.

10.8 Severance. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

10.9 Waiver. The waiver of a breach of any provision of this MSA or any Order will not operate or be interpreted as a waiver of any continuing or subsequent breach.

10.10 References and Publicity. You consent to our referencing (by name) your use of the Services for our use in advertising materials. The reference will contain the fact that you are or have been a client of ours and will specifically mention your corporate identity. We may request that a representative of yours provide a quote relating to the Services for use in our advertising materials. If you consent, you will have the right to approve

the use of the quote in specific types of media (e.g. website, publications). Approval for use in a particular medium will apply to all future instances of use in that medium.