

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("AGREEMENT"), THE EXECUTED ORDER FORM(S) INTO WHICH THIS AGREEMENT IS INCORPORATED BY REFERENCE IN ITS ENTIRETY, AND THE TERMS OF USE, GOVERN THE ACCESS TO AND USE OF LEVEL1ANALYTICS LLC ("LEVEL1ANALYTICS") WEBSITE AND SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY: (A) CLICKING THE "I HAVE READ AND ACCEPT THE LEVEL1ANALYTICS TERMS OF USE" BOX, INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND THE ORDER FORM; AND/OR (B) EXECUTING AN ORDER FORM, WHICH INCORPORATES THIS AGREEMENT BY REFERENCE IN ITS ENTIRETY, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE THAT YOU OR THE APPLICABLE ENTITY, AS APPLICABLE, SHALL BE BOUND BY THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are a competitor of Level1Analytics, except with Level1Analytics' prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on January 26, 2016. It is effective between You and Level1Analytics as of the date of You accepting this Agreement.

1. DEFINITIONS.

"*Affiliate*" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"*Agreement*" means this Master Services Agreement.

"*Consumer Information*" has the meaning set forth in 16 C.F.R. § 314.2(b) (2003) and includes any information that identifies a consumer and information from which a consumer's identity can be ascertained, either from the information itself or by combining the information with information from other sources.

"*De-identified*" means: (1) data which does not constitute Consumer Information; or (2) the process Level1Analytics uses to remove Consumer Information and/or Your identifying information, contained in the files submitted by or for You to the Services, after which, Level1Analytics does not have actual knowledge that the information could be used alone or in combination with other information to identify an individual who is a subject of the information. Level1Analytics uses such De-identified data in its operations and related financial services business.

"*Documentation*" means Level1Analytics online user guides, specifications, and help and training materials, as updated from time to time.

"*Order Form*" means an ordering document specifying the Services to be provided hereunder that is entered into between You and Level1Analytics, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"*Premium Services*" means Level1Analytics' valuation services purchased and provided to You, and as described under an applicable Order Form. Premium Services includes access to the Services.

"*Premium Support*" means Standard Support plus additional support services purchased and provided to You, and as described under an applicable Order Form.

“*Services*” means the online access to Level1Analytics’ proprietary software, system content, including, without limitation, any updates, reports and Documentation for the foregoing, which are ordered by You under an Order Form, including associated offline components, as described in the Documentation and/or applicable Order Form.

“*Standard Support*” means Email and telephone support provided to You under this Agreement, during Level1Analytics’ normal business hours, namely, 9:00 a.m. through 5:00 p.m. Eastern Time weekdays (excluding Level1Analytics holidays).

“*User*” means an individual who is authorized by You and this Agreement to use a Service, and to whom You (or Level1Analytics at Your request) have supplied a user identification and password. Users shall be limited to Your employees, contractors, and/or agents.

"*You*" or "*Your*" means the company or other legal entity for which You are accepting this Agreement and Affiliates of that company or entity.

“*Your Data*” means electronic data and information submitted by or for You to the Services or collected and processed by or for You using the Services.

2. LEVEL1ANALYTICS’ RESPONSIBILITIES

2.1 *Provision of Services.* Level1Analytics will (a) make the Services available to You pursuant to this Agreement and an applicable Order Form, (b) provide Level1Analytics Standard Support for the Services to You at no additional charge, and/or Premium Support if purchased by You, and (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Level1Analytics shall give at least 8 hours electronic notice and which Level1Analytics shall schedule to the extent practicable during weeknight hours between 6:00 p.m. and 6:00 a.m. Eastern time or anytime during weekends), and (ii) any unavailability caused by circumstances beyond Level1Analytics’ reasonable control, including but not limited to; an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, Internet service provider failure or delay, a non-Level1Analytics application, or denial of service attack.

2.2 *Protection of Your Data.* Level1Analytics will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Your Data by Level1Analytics personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 6.3 - Compelled Disclosure below, or (c) as You expressly permit in writing.

2.3 *Level1Analytics’ Personnel.* Level1Analytics will be responsible for the performance of Level1Analytics’ personnel and their compliance with its obligations under this Agreement, except as otherwise specified herein.

3. USE OF SERVICES

3.1 *Subscriptions.* Unless otherwise provided in the applicable Order Form, (a) Services are purchased as subscriptions, (b) subscriptions may be added by executing a new Order Form, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions, or as set forth in the applicable Order Form.

3.2 *Usage Limits.* Services are subject to usage limits, including, but not limited to, the amount of Your Data retained in the system and the quantities specified in Order Forms. Unless otherwise specified, (a) a quantity in an Order Form refers to Users, and the Service may not be accessed by more than that number of Users, (b) a User’s identification and password may not be shared with any other individual, (c) a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Service, and (d) Level1Analytics, at its option, may archive portions of Your Data based upon Level1Analytics then current data retention policy. If You exceed a contractual usage limit, Level1Analytics may work with You to seek to reduce Your usage so that it conforms to that limit. If, notwithstanding Level1Analytics efforts, You are unable or unwilling to abide by a contractual usage limit, You will execute an Order Form for additional quantities of the applicable Services promptly upon Level1Analytics request, and/or pay any invoice for excess usage in accordance with Section 4.2 – Payment Terms.

3.3 *Your Responsibilities.* You will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and promptly notify Level1Analytics of any such unauthorized access or use, (d) ensure that Your computer workstations which access the Services are compatible with Level1Analytics' then-current published specification, (e) be responsible for installing and updating virus protection and operating system security fixes to Your computer workstations used to access the Services, in a timely manner, (f) be responsible for data integrity and for any necessary conversion of Your Data to the format required by Level1Analytics' specification, (g) ensure that Your Users are assigned individual unique user identifications and strong passwords, (h) implement policies that prohibit Your Users from sharing user identifications and passwords with other users, (i) use the Services only in accordance with the Documentation and applicable laws and government regulations, and (j) comply with terms of service for non-Level1Analytics applications with which You use the Services.

3.4 *Usage Restrictions.* You will not (a) make any Service available to, or use any Service for the benefit of, anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent or lease the Service, or include the Service in a service bureau or outsourcing offering, (c) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Service to store or transmit malicious code (viruses, Trojans, etc.), (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, (f) attempt to gain unauthorized access to the Service or its related systems or networks, (g) permit direct or indirect access to or use of the Service in a way that circumvents a contractual usage limit, (h) copy the Service or any part, feature, function or user interface thereof, (i) access the Service in order to build a competitive product or service, or (j) reverse engineer the Service (to the extent such restriction is permitted by law).

4. FEES AND PAYMENT

4.1 *Fees.* You will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term. Additional fees shall apply if Your Data does not adhere to Level1Analytics' specification, and Level1Analytics is required to perform services to map such data to its specification.

4.2 *Payment Terms.* Unless specified otherwise on an Order Form, invoices are due and payable by You within fifteen (15) calendar days from the date of the invoice. You shall pay a monthly service charge of 1½% on all such amounts not paid within the timeframe specified herein. If You fail to pay any of such amounts for sixty (60) days, Level1Analytics shall have the right to suspend the Services, as provided in Section 4.5 below.

4.3 *Taxes.* Level1Analytics fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If Level1Analytics has a legal obligation to pay or collect Taxes for which You are responsible under this Section 4.3, Level1Analytics will invoice You and You will pay that amount unless You provide Level1Analytics with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Level1Analytics is solely responsible for taxes assessable against Level1Analytics based on Level1Analytics income, property and employees.

4.4 *Fee Changes.* Fee changes are in accordance with Section 10.2 of this Agreement.

4.5 *Suspension of Service and Acceleration.* If any amount owing by You under this Agreement for the Services is 60 or more days overdue, Level1Analytics may, without limiting Level1Analytics other rights and remedies, accelerate Your unpaid fee obligations under such Agreement so that all such obligations become immediately due and payable, and suspend the Services to You until such amounts are paid in full. Level1Analytics will give You at least 10 days' prior notice that Your account is overdue, in accordance with Section 11.12 - Notice, before suspending services to You.

4.6 *Payment Disputes.* Level1Analytics will not exercise its rights under Section 4.2 – Payment Terms, or 4.5 - Suspension of Service and Acceleration above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

4.7 *Future Functionality.* You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Level1Analytics regarding future functionality or features.

5. PROPRIETARY RIGHTS AND LICENSES

5.1 *Reservation of Rights.* Subject to the limited rights expressly granted hereunder, Level1Analytics and Level1Analytics licensors reserve all of Level1Analytics/their right, title and interest in and to the Services, including all of Level1Analytics/their related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2 *Ownership.* The Services, reports, analysis, programs and database output, and any improvements, modifications, enhancements, customizations, changes, updates and versions thereto and compilations and derivatives thereof, whether made by Level1Analytics, You or any other party, and all copies thereof, including, without limitation, all intellectual property associated therewith, whether created or developed prior to, during or after the term of the Agreement, and all intellectual property related to or embodied in any of the foregoing are proprietary to and belong exclusively to Level1Analytics, and all right, title and interest in and to them shall remain at all times with Level1Analytics. To the extent You, any of its employees, agents or subcontractors retains any right, title or interest in any intellectual property, You hereby irrevocably assign, and shall ensure that Your employees, agents and subcontractors shall irrevocably assign, all right, title and interest in and to intellectual property to Level1Analytics. You further agree to, and shall ensure that Your employees, agents and subcontractors shall agree to, execute all further documentation and provide all assistance necessary to achieve the intent of this Section 5.2.

5.3 *Consumer Information.* Unless specifically stated herein or in the Documentation, the Services do not require and is not intended for the storage, use or receipt of any Consumer Information, personal data or other data, the loss or disclosure of which would trigger a data breach notification requirement. You hereby represent and warrant that you shall not upload or use the Service to upload any Consumer Information in any manner or to the extent that doing so would violate applicable data protection agreements, policies, authorizations, consents or other applicable documents, laws, standards or requirements. To the extent that You use the Services to upload Consumer Information, You are solely responsible for obtaining any necessary authorizations and/or consents and taking all other applicable measures for lawful use, access, disclosure and transfer of the data through the Services and maintaining those authorizations, consents and measures throughout the term of the Agreement. You represent and warrant that You have all the necessary rights to enter into this Agreement and to grant the rights granted herein. You shall also comply with any and all procedures and requirements to secure any authorizations or consents required by industry practice and applicable law, regulations and codes including, but not limited to any applicable regulations related to privacy and security in querying, receiving, processing, viewing, accessing, maintaining, transferring, publishing, disclosing, handling or other use of the data as may be amended and changed from time to time.

5.4 *License Grant by Level1Analytics.* Level1Analytics grants You a limited-term license, under Level1Analytics applicable intellectual property rights and licenses, to use the Services acquired by You pursuant to Order Forms, subject to those Order Forms, this Agreement and the Documentation.

5.5 *License Grants by You.* You hereby grant Level1Analytics (i) an exclusive, worldwide, perpetual, irrevocable, royalty-free license to (a) access, use, analyze, aggregate, print, reproduce, copy, modify and reformat, and to develop, prepare and create derivative works based on Your Data, (b) sublicense Your Data to third parties to access, use, analyze, aggregate, print reproduce, copy, modify and reformat and to develop, prepare and create derivative works based on Your Data, providing such data has been De-identified, and (ii) a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of the Services. You agree that, upon termination of this Agreement, Level1Analytics will have the right to continue to use the Your Data uploaded using the Services prior to termination.

5.6 *Federal Government End Use Provisions.* Level1Analytics provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data –

Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Level1Analytics to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

6. CONFIDENTIALITY

6.1 *Definition of Confidential Information.* “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data (providing such data has not been De-identified); Level1Analytics Confidential Information includes the Services; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, source and object code, product plans and technical designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2 *Protection of Confidential Information.* The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this Section 6.2.

6.3 *Compelled Disclosure.* The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted). Notwithstanding anything herein to the contrary, disclosures made in compliance with the obligations of state open record laws shall not be a breach of any term herein.

6.4 *Copyright Protection.* You acknowledge that the Services, and associated report formats, screen displays, and menu features, and the Documentation constitute copyrighted works protected by federal and international copyright laws and are owned by Level1Analytics or its licensors. You shall not permit any personnel to remove any proprietary or other legends or restrictive notices contained or included in any materials provided by Level1Analytics, and You shall not permit any personnel to copy or modify any such materials except as specifically authorized by this Agreement.

7. REPRESENTATIONS & WARRANTIES

7.1 *Representations.* Each party represents that it has validly entered into this Agreement and has the legal power to do so.

7.2 *Level1Analytics Services Warranty.* Level1Analytics warrants that (a) this Agreement, the Order Forms and the Documentation accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, (b) Level1Analytics will not materially decrease the overall security of the Services during the term of this Agreement, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) Level1Analytics will not materially decrease the functionality of the Services during the term of this Agreement. For any breach of an above warranty, Your exclusive remedies are those described in Sections 10.3 – Termination and 10.4 - Refund or Payment upon Termination.

7.3 *Level1Analytics Premium Services Warranty.* Providing You have purchased Level1Analytics' Premium Services, as set forth in an Order Form, Level1Analytics warrants to You that the Premium Services performed hereunder shall be performed in a professional and workmanlike manner. Level1Analytics will re-perform at no additional charge or expense any Premium Services that do not meet this warranty, provided that: (i) Level1Analytics is notified in writing by you of any problem within 10 business days after the delivery of any such Premium Service; and (ii) you have provided Your Data in accordance with the specification. THIS SECTION 7.3 STATES YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACHES OF THE PREMIUM SERVICES WARRANTY.

7.4 *Disclaimers.* EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

LEVEL1ANALYTICS MAKES NO WARRANTY THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND DISCLAIMS ANY LIABILITY REGARDING THE ACCURACY OR VALIDITY OF ANY DATA AND/OR INFORMATION RESIDING ON OR PASSING THROUGH ANY INTERCONNECTING NETWORKS USED IN CONNECTION WITH THE SERVICES.

8. MUTUAL INDEMNIFICATION

8.1 *Indemnification by Level1Analytics.* Level1Analytics will defend You and Your officers, directors, employees, agents, and representatives against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the use of the Service 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 amounts paid by You under a court-approved settlement of, a Claim Against You, provided You (a) promptly give Level1Analytics written notice of the Claim Against You, (b) give Level1Analytics sole control of the defense and settlement of the Claim Against You (except that Level1Analytics may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Level1Analytics all reasonable assistance, at Level1Analytics expense. If Level1Analytics receives information about an infringement or misappropriation claim related to the Service, Level1Analytics may in Level1Analytics sole discretion and at no cost to You (i) modify the Service so that it no longer infringes or misappropriates, without breaching Level1Analytics warranties under Sections 7.2 – Level1Analytics Services Warranty and 7.3 - Level1Analytics Premium Services Warranty, (ii) obtain a license for Your continued use of the Service in accordance with this Agreement, or (iii) terminate Your subscriptions for the Service upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from Your Data or Your breach of this Agreement.

8.2 *Indemnification by You.* You will defend Level1Analytics its officers, directors, employees, agents, and representatives against any claim, demand, suit or proceeding made or brought against Level1Analytics by a third party alleging that Your Data, or Your use of the Service, infringes or misappropriates such third party's intellectual property rights or violates applicable laws, standards or requirements (a "Claim Against Level1Analytics"), and will indemnify Level1Analytics from any damages, attorney fees and costs finally awarded against Level1Analytics as a result of, or for any amounts paid by Level1Analytics under a court-approved settlement of, a Claim Against Level1Analytics, provided Level1Analytics (a) promptly gives You written notice of the Claim Against Level1Analytics, (b) gives You sole control of the defense and settlement of the Claim Against Level1Analytics (except that You may not settle any Claim Against Level1Analytics unless it unconditionally releases Level1Analytics of all liability), and (c) gives You all reasonable assistance, at Your expense.

8.3 *Exclusive Remedy.* This Section 8 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 8.

9. LIMITATION OF LIABILITY

9.1 *Limitation of Liability.* EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS OF THE PARTIES, NEITHER PARTY'S, INCLUDING ITS LICENSORS, SUPPLIERS, AND SUBCONTRACTORS, LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4 - FEES AND PAYMENT.

9.2 *Exclusion of Liability.* EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS OF THE PARTIES, IN NO EVENT WILL EITHER PARTY, ITS LICENSORS, SUPPLIERS, OR SUBCONTRACTORS HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. THIS SECTION STATES EITHER PARTY'S SOLE AND EXCLUSIVE LIABILITY AND REMEDY UNDER THIS AGREEMENT.

10. TERM AND TERMINATION

10.1 *Term of Agreement.* This Agreement commences on the date You first accept it and continues until all subscriptions hereunder have expired or have been terminated under an applicable Order Form.

10.2 *Term of Subscriptions.* The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The pricing during any automatic renewal term will be the same as that during the immediately prior term unless Level1Analytics has given You written notice of a pricing increase at least 60 days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter. Any such pricing increase will not exceed 7% of the pricing for the applicable purchased Service in the immediately prior subscription term, unless the pricing in the prior term was designated in the relevant Order Form as promotional or one-time.

10.3 *Termination.* Either party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 *Refund or Payment upon Termination.* If this Agreement is terminated by You in accordance with Section 10.3 - Termination, Level1Analytics will refund You any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Level1Analytics in accordance with Section 10.3, You will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Level1Analytics for the period prior to the effective date of termination.

10.5 *Access to Reports Post Termination.* Upon request by You made within 15 calendar days after the effective date of termination or expiration of this Agreement, Level1Analytics will make historical reports available to You for export or download as provided in the Documentation. After that 15-day period, Level1Analytics will have no obligation to maintain or provide Your historical reports.

10.6 *Surviving Provisions.* The Sections titled "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Access to Reports Post Termination," "General Provisions" will survive any termination or expiration if this Agreement.

11. GENERAL PROVISIONS

11.1 *Relationship.* In making and performing this Agreement, the parties act and shall act at all times as independent contractors, and nothing contained herein shall be construed or implied to create an agency, association, partnership or joint venture between the parties. At no time shall either party make commitments or incur any charges or expenses for or in the name of the other party.

11.2 *No Other Beneficiaries.* This Agreement is being made and entered into solely for the benefit of the parties hereto, and no party intends hereby to create any rights in favor of any other person as a third-party beneficiary of this Agreement or otherwise.

11.3 *Force Majeure.* Neither party shall be liable for any failure or delay in performance due in whole or in part to any cause beyond the reasonable control of such party or its subcontractors, agents or suppliers, including but not limited to utility failures, failure of communication lines, power failure, strikes or other labor disturbances, Acts of God, acts of war or terror, floods, sabotage, fire, natural or other disasters.

11.4 *Assignment.* Neither party may assign or otherwise transfer this Agreement or any rights or obligations under this Agreement to any third party without the prior written consent of the other party, except that this Agreement may be transferred to a successor to all or substantially all of the assets and business of the transferring party. Consent shall not be unreasonably withheld or delayed. Subject to the restriction on transfer set forth in this Section 11.4, this Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.

11.5 *Governing Law.* This Agreement and any claim arising out of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of laws principles.

11.6 *Express Waiver of the Uniform Computer Information Transactions Act and United Nations Convention of Contracts for the International Sale of Goods.* The parties agree that neither the Uniform Computer Information Transactions Act nor the United Nations Convention of Contracts for the International Sale of Goods shall apply to the terms of this Agreement.

11.7 *Severability.* If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application thereof to any person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent of the law.

11.8 *Waiver and Amendment.* This Agreement may be amended, modified, superseded, canceled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

11.9 *Headings.* Headings and titles of sections and clauses herein are for reference purposes only and are not part hereof and are not intended to be used in the interpretation hereof.

11.10 *Publicity.* Level1Analytics may include You in its general listing of customers; however Level1Analytics shall obtain approval from You prior to including You in any reference lists, press releases, success stories and other marketing materials.

11.11 *Export Regulations.* The transfer of technology across national boundaries is regulated by the United States Government. You shall not acquire, ship, transport, export or re-export the Services, or any Software, directly or indirectly, into any country in violation of any applicable law (including, but not limited to, the United States Export Administration Act and the regulations promulgated thereunder) nor will You use the Services or any Software for any purpose prohibited by such laws.

11.12 *Notice.* Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the third business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related

notices to You shall be addressed to the relevant billing contact designated by You on the applicable Order Form. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

11.13 *Integration.* Subject to subsequent modification, amendment or waiver solely as set forth in this Section 11.13, this Agreement and the Order Form into which this Agreement is incorporated by reference, together with all Exhibits attached thereto and the Click Wrap notifications and the terms and policies contained on the Level1Analytics website, constitute the entire agreement between You and Level1Analytics with respect to the subject matter thereof and supersede all prior and contemporaneous communications, agreements, proposals or representations, written or oral, with respect to the subject matter thereof. The only modifications, amendments, or waivers of any provision of this Agreement that will be effective without being in writing and signed by the party against whom the modification, amendment or waiver is to be asserted are those that are contained within a subsequent version of this Agreement that is posted on the Level1Analytics website and to which you agree using the click wrap functions of the website. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Forms, with the latter governing the same order superseding the earlier; (2) this Agreement, with the latest version superseding the earlier versions; and (3) the Documentation, with the latest version superseding the earlier versions.