

MASTER SERVICES AGREEMENT

Effective Date: January 1, 2016

IF YOU REGISTER FOR A FREE TRIAL FOR OUR SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL. PLEASE READ THIS AGREEMENT ("Agreement") CAREFULLY. BY ACCESSING OR USING ALL OR ANY PORTION OF THE SERVICE (DEFINED BELOW), BY CLICKING "I ACCEPT", BY ENTERING INTO ANY ORDER FORM, PURCHASE ORDER, STATEMENT OF WORK, WORK ORDER, OR OTHER WRITTEN DOCUMENTATION WITH PROJECTTEAM, INC. (COLLECTIVELY, "Order Forms"), OR BY PAYING FOR THE SERVICE BY ANY MEANS OFFERED BY PROJECTTEAM, INC. OR ITS AFFILIATES (COLLECTIVELY, "ProjectTeam"), YOU ("you", "your" or "Customer") ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. CUSTOMER AGREES THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY CUSTOMER. IN THE EVENT OF ANY CONFLICT BETWEEN ANY ORDER FORM AND THIS AGREEMENT, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL PREVAIL AND TAKE PRIORITY. AS THE INDIVIDUAL CLICKING THROUGH AND ACCEPTING THIS AGREEMENT, YOU REPRESENT AND WARRANT THAT YOU HAVE THE FULL AND LAWFUL AUTHORITY OF CUSTOMER TO ENTER INTO THIS AGREEMENT ON ITS BEHALF. IF YOU DO NOT AGREE, DO NOT USE THE SERVICE. USERS SHALL BE BOUND BY CONDITIONS AND RESTRICTIONS CONSISTENT WITH THIS AGREEMENT. THE TERMS AND CONDITIONS OF THIS AGREEMENT APPLY TO ANY AND ALL USE OF THE SERVICE BY CUSTOMER, INCLUDING WHERE CUSTOMER IS USING THE SERVICE PURSUANT TO ANY DEMO OR TRIAL PERIOD, FOR THE TERM OF THIS AGREEMENT AND CUSTOMER, ON ITS OWN BEHALF AND ON BEHALF OF ITS USERS, AGREES AND CONSENTS TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT REGARDLESS OF THE TYPE OF USE OF THE SERVICE BY CUSTOMER. This Agreement, as amended from time to time, is between Customer and ProjectTeam, Inc. ("ProjectTeam") and shall apply to all dealings between Customer and ProjectTeam and all use of the Service by Customer.

1. DEFINITIONS

- 1.1. "Customer Data" means all data or information submitted by or on behalf of Customer to the Service.
- 1.2. "Documentation" means all user manuals and online help provided by ProjectTeam to its customers generally pertaining to the Service;
- 1.3. "Personal Information" means any information about an individual who is identifiable but does not include aggregate or anonymous information, or information used only to contact an individual in their capacity or position as an employee or official of an organization;
- 1.4. "Privacy Laws" means any statute, legislation, regulation, or ruling, directive or order, of any government, legislature, parliament, regulatory authority, governmental department, agency, commission, board, tribunal, crown corporation, or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of any nation, or province or state or other subdivision thereof, or any municipality, district or other subdivision thereof,

with respect to individual privacy and/or access to Personal Information, and with respect to the collection, use or disclosure of Personal Information, and having or purporting to have jurisdiction over any person, including any User;

- 1.5. "Professional Services" means implementation, training and support services. Professional Services shall not include the Service.
- 1.6. "Service" means the online, web-based software-as-a-service application made available to Customer by ProjectTeam, as described in an Order Form.
- 1.7. "Software" shall mean any plug-ins, agents, mobile applications, administrative code, APIs or other software that ProjectTeam may provide to Customer in connection with the Service. In the event ProjectTeam provides any Software, such Software shall be part of the Service.
- 1.8. "Term" shall mean the period in the Order Form during which your Users are authorized to use or access the Service pursuant to the terms set forth in this Agreement, unless earlier terminated as set forth in Section 6.
- 1.9. "User" shall mean an individual who is authorized by Customer to use or access the Service and for whom a subscription to the Service has been procured. Users may include Customer's employees, contractors and agents.
- 1.10. "User Fee" means ProjectTeam's then current fee for one (1) User to access and use the Service for the then current Term.

2. PROVISION OF SERVICE

- 2.1. **License.** Subject to compliance with the terms and conditions of this Agreement and the applicable Order Form, ProjectTeam grants to Customer a limited, non-sublicensable, non-exclusive, non-transferable license to access and use the Service, including the Documentation, during the Term.
- 2.2. **Third Party Services.** The Service may include features or functionality provided by third parties contracted with ProjectTeam ("Third Party Services"). ProjectTeam is not responsible for the operation or functionality of such Third Party Services. ProjectTeam may, in its sole discretion, make such Third Party Services accessible within the Service, but shall not be responsible, nor liable, for the content, product or services available through any Third Party Service. Customer may access Third Party Services without notice as part of the Service, or bundled within the Service so as to be available to Customer. Customer consents on its own behalf, and on behalf of its Customer's Users, without further notice, to ProjectTeam providing Customer Data, Use Data (defined below) and Personal Information about Users to such third parties as may be reasonably required to make available or deliver such Third Party Services. Any information that Customer provides on or to a Third Party Service, or that ProjectTeam provides on Customer's behalf, may be subject to that third party's privacy policy. ProjectTeam is not responsible for the content, privacy or security practices and policies of any Third Party Services.

- 2.3. **Service Level Agreement.** ProjectTeam shall use commercially reasonable efforts to make the Service available to Customer twenty four (24) hours a day, seven (7) days per week, subject to the terms of the Service Level Agreement attached hereto as Schedule A.
- 2.4. **Professional Services.** Customer may purchase Professional Services under this Agreement by executing an Order Form or Statement of Work with ProjectTeam. Such document shall describe the Professional Services and incorporate this Agreement by reference.
- 2.5. **Trial Terms.** Notwithstanding any terms to the contrary, if Customer is participating in a trial of the Service, the Term of the Service shall be solely for the duration of the trial and the following terms and sections shall not apply: (i) any terms related to fees or payments, including without limitation, the terms set forth in Section 4 (“Fees”), (ii) Section 10.1 (“Indemnification by ProjectTeam”), (iii) Section 11.2 (“Publicity”).

3. RESTRICTIONS

Customer will use the Service only for Customer's internal business operations and in accordance with the Documentation and the terms of this Agreement. Customer shall not (i) use the Service as a service bureau, (ii) sublicense, re-license or sell rights to access and/or use the Service to transfer or assign rights to access or use the Service (other than as permitted pursuant to Section 11.2, (iii) modify, translate, reverse engineer, decompile or create derivative works of the Service; (iv) transmit or share identification or password codes to persons other than Users; (v) access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; and (vi) use any automated tool (e.g. robots, spiders) to access or use the Service. Customer agrees that its use of the Service will be in a manner consistent with this Agreement and that complies with all applicable laws and regulations, including without limitation, all Privacy Laws, copyright, trademark, patent, trade secret and export control laws, as well as those laws prohibiting the use of telecommunications facilities to transmit illegal, obscene, threatening, harassing, or other offensive messages. Customer acknowledges that ProjectTeam shall not be responsible and shall have no liability for any use or misuse of the Service by Customer or its Users, employees or contractors. In particular, Customer will not, nor shall it permit or assist others, to abuse or fraudulently use the Service, including but not limited to: (a) obtaining or attempting to obtain the Service by any unauthorized means or device with intent to avoid payments or otherwise avoid the operation or application of this Agreement; (b) accessing, altering, or destroying any information belonging to any person other than Customer, or attempting to do so; or (c) using the Service to interfere with the use of the Service by other licensees, companies or users.

4. FEES

- 4.1. **Pricing and Payment.** Customer shall pay all fees or charges accruing to Customer's account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is or becomes due and payable. Charges will be equal to the number of total Users multiplied by the User Fee in effect at the time, or as otherwise specified by ProjectTeam. Payments will be made annually in advance unless otherwise mutually agreed. All payment obligations are non-cancellable and all amounts paid are non-refundable. Customer is responsible for paying all User Fees for all Users ordered for the entire Term, whether or not such Users actually use the

Service. Customer must provide ProjectTeam with approved purchase order information as a condition to being granted access to the Service. Customer may add Users by paying applicable User Fees. Added Users will be subject to the following: (i) the term of use for such Users will be pro-rated to match the then-remaining Term; (ii) the fee for the added Users will be the then current, generally applicable User Fee; and (iii) Users added during a billing period will be charged in full for that billing period. ProjectTeam reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least thirty (30) days prior notice to Customer, which notice may be provided by e-mail or by posting in the Service, provided that ProjectTeam will not change fees during any Term. If Customer does not agree to the modification to the fees or charges, Customer may terminate their account by providing notice at least thirty (30) days before the price modification is to take effect. Fees for other services, including Professional Services, will be charged on an as quoted basis. All pricing terms are confidential, and Customer shall not disclose them to any third party. ProjectTeam may invoice Customer from a ProjectTeam affiliate and Customer will pay ProjectTeam or such affiliate as directed by ProjectTeam.

- 4.2. **Billing Information.** Customer agrees to provide ProjectTeam with complete and accurate billing and contact information, which shall include Customer's legal company name, street address, valid e-mail address, and name and telephone number of an individual who will be responsible for and authorized to make all decisions concerning the Service on Customer's behalf, including acting as a billing contact. Customer will update such information within thirty (30) days of any change to it. If the contact information Customer has provided is false or fraudulent, ProjectTeam reserves the right to terminate Customer's access to the Service in addition to any other legal remedies.

Adjustments and Credits. In the event that Customer believes its charges are incorrect, Customer must contact ProjectTeam in writing within forty five (45) days of the date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

- 4.3. **Taxes.** ProjectTeam's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes based solely on ProjectTeam's income. If ProjectTeam is required to pay or collect any federal, state, provincial, municipal, local or value-added tax on any fees charged under this Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on ProjectTeam's net income, then such taxes and/or duties will be billed to and paid by Customer immediately upon receipt of ProjectTeam's invoice and supporting documentation for the taxes or duties charged.

5. PROPRIETARY RIGHTS

- 5.1. **Reservation of Rights.** Except for the rights expressly granted herein, all rights, titles and interests to any and all proprietary rights and intellectual property rights, including but not limited to copyright and patent rights, in the Service including, without limitation, the underlying software, the Software, the Use Data, the Anonymous Data and the Aggregated Data will remain with and be the exclusive property of ProjectTeam.

- 5.2. **Customer Data.** Except for the rights expressly granted herein, all rights, titles and interests to any and all proprietary rights and intellectual property rights in the Customer Data, will remain with and be the exclusive property of Customer. Customer Data is deemed the Confidential Information of Customer under this Agreement.
- 5.3. **Use Data.** Customer acknowledges and agrees that ProjectTeam may derive or create data and information about the use of the Service by Customer and its Users ("Use Data") and ProjectTeam may use and disclose Use Data to its third party service providers in order to improve the Service.
- 5.4. **Anonymous Data Statistics.** Customer hereby grants to ProjectTeam a non-exclusive, fully paid, world-wide and irrevocable license to use Customer Data Statistics as required to provide the Service, and to copy, anonymize, aggregate, process and display Customer Data Statistics, to derive anonymous statistical and usage data related to the Service ("Anonymous Data") to compile, combine or incorporate such Anonymous Data Statistics with or into other similar data and information available, derived or obtained from other clients, customers, licensees or users of Service, or otherwise (collectively, Anonymous Data Statistics and such compiled, combined or incorporated data and information shall be referred to as "Aggregate Data Statistics"), to permit ProjectTeam to provide additional services to its customers, including the copying, publication, distribution, display, licensing or sale of Aggregate Data Statistics and related or similar other statistics or data to third parties pursuant to a separate licensing or services arrangement or agreement. ProjectTeam will be the owner of all right, title and interest in and to Anonymous Data Statistics. Customer's grant of license to copy, anonymize, aggregate, process, use and display Customer Data Statistics and Use Data shall survive the expiry or termination of this Agreement.

6. TERM AND TERMINATION

- 6.1. **Term of Agreement.** This Agreement will commence the day the Service is available to Customer, and will continue until all User licenses granted in accordance with this Agreement have expired or been terminated.
- 6.2. **Term of Service.** The Term of the Service shall be specified in the relevant Order Form and continue for the Term specified therein. Each Term will automatically renew for successive periods (each a "Renewal Term") of one year unless either party gives the other party not fewer than thirty (30) days' notice of its intent not to renew, or unless terminated earlier under the terms contained within this Agreement.
- 6.3. **Termination for Cause.** Either party may terminate this Agreement for material breach by the other party, provided, however, that the terminating party has given the other party at least sixty (60) days written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach available to it under applicable law. In the event that Customer becomes insolvent, or is placed in receivership or equivalent status, or files or is petitioned into bankruptcy or similar protection from creditors under any statute, ProjectTeam may terminate this Agreement immediately.

Upon termination or expiry of this Agreement, Customer will cease to have any right to access or use the Service and Customer will immediately return to ProjectTeam any Confidential Information of ProjectTeam provided to Customer by ProjectTeam or on its behalf.

- 6.4. **Effect of Termination.** Following termination or expiry of this Agreement, ProjectTeam may retain Customer Data for a period of up to thirty (30) days, following which Customer Data may be destroyed by ProjectTeam without further notice, and without any liability to Customer. Delivery of Customer Data to Customer following termination or expiry of this Agreement shall be subject to availability, solely in the discretion of ProjectTeam and shall be subject to additional charges payable to ProjectTeam at its then-current rates for delivery of Data, and shall be by the means, and in the format, made available by ProjectTeam.
- 6.5. **Suspension of Service.** ProjectTeam shall have the right, on notice to Customer, to suspend access to the Service in the event Customer has breached this Agreement or is in default of payment. ProjectTeam shall also have the right to suspend access to the Service without notice in circumstances where the Service is under threat, or subject to attacks, or subject to technical failures or events beyond the control of ProjectTeam whether as a result of Customer's conduct, the conduct of third parties, or otherwise, in order to avoid harm to the Service or the data of ProjectTeam's customers, or to preserve the integrity of the Service or data available to customers in the Service.

7. CONFIDENTIALITY AND PRIVACY

- 7.1. **Protection.** "Confidential Information" means any and all information related to a party's business that is labeled or identified as "confidential" or "proprietary"; or otherwise is of such a type or disclosed in such a way that a reasonable person would understand that the information disclosed is confidential or proprietary, including without limitation software, source code and specifications, trade secrets, development plans, content, technical information, pricing, business forecasts and strategies, and information regarding personnel, customers and suppliers. Customer acknowledges that the Service (including, without limitation, Third Party Services) embodies logic, design and coding methodology that constitute valuable Confidential Information that is proprietary to ProjectTeam. Customer will safeguard the right to access the Service, using the same standard of care that Customer uses for its own confidential materials, but at least a reasonable standard of care. Subject to Section 5, Customer Data will be held as confidential by ProjectTeam and will not, without the prior written consent of Customer, or as required by applicable law, be disclosed or be used for any purposes other than as expressly permitted herein or the performance of this Agreement. ProjectTeam will safeguard the confidentiality of Customer Data using the same standard of care that ProjectTeam uses for its own confidential materials, but at least a reasonable standard of care.
- 7.2. **Exclusions.** The obligations of a party as recipient of the other party's Confidential Information to maintain confidentiality does not apply to such of the Confidential Information of the other party that: (i) is or becomes, through no act or failure to act on the part of the recipient party, generally known or available to the public; (ii) is known by the recipient party at the time of

receiving such information as evidenced by its written records; (iii) is hereafter furnished to the recipient party by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the recipient party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by the disclosing party. Further, notwithstanding the forgoing, disclosure of Confidential Information will not be precluded if such disclosure: (a) is in response to a valid order of a court or other governmental body having jurisdiction over the recipient party; (b) is otherwise required by law; or (c) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary. Once Customer Data is destroyed by ProjectTeam as provided in this Agreement, ProjectTeam shall have no further obligation with respect to such Customer Data.

- 7.3. **Privacy.** ProjectTeam will collect, use, retain and disclose Personal Information as outlined in ProjectTeam's privacy statement (the "Privacy Statement") that is posted, amended and updated from time to time as a link from the Service or ProjectTeam's website. Customer will not do, or omit to do, anything in breach of, or contrary to the provisions of the Privacy Statement, as amended by ProjectTeam from time to time. Use of the Service or any component thereof will constitute consent to the collection, use, retention and disclosure of personal information as described in this Agreement and the Privacy Statement, as amended as of the time of such use. Any inquiries related to the Privacy Statement should be directed to ProjectTeam. Customer warrants and represents that Customer is in compliance, and will fully comply, with all applicable Privacy Laws and will take all steps reasonably within Customer's power to ensure that Customer's Users, employees, contractors and customers comply with all applicable Privacy Laws.
- 7.4. **Compelled Disclosure.** If the recipient party is compelled by law to disclose Confidential Information of the disclosing party, it shall provide disclosing party with prior notice of such compelled disclosure, to the extent legally permitted, and reasonable assistance, at disclosing party's cost, if the disclosing party wishes to contest the disclosure.

8. WARRANTIES AND DISCLAIMER

- 8.1. **ProjectTeam Warranties.** ProjectTeam warrants (i) the Service will be provided in conformity with generally prevailing industry standards, (ii) the Service will perform materially in accordance with the Documentation under normal use and circumstances; and (iii) it will perform all Professional Services in a professional and workmanlike manner. Customer must report any material deficiencies in the Service to ProjectTeam in writing within thirty (30) days of Customer's discovery of the defect. Customer's exclusive remedy for the breach of the warranties in (i) and (ii) above will be for ProjectTeam to use commercially reasonable efforts to provide the Service in accordance with this Agreement. Customer's exclusive remedy for the breach of the warranty in (iii) above will be for ProjectTeam to re-perform the applicable Professional Services, and if ProjectTeam is unable to perform such Professional Services as warranted within a reasonable time following receipt of written notice of breach, Customer shall be entitled to terminate the applicable Order Form and recover the fees paid for the nonconforming Professional Services.

- 8.2. **Customer Warranties.** Customer warrants and represents that Customer has all necessary consents to allow ProjectTeam to use and disclose to Customer any and all Personal Information about Customer's Users collected or acquired by ProjectTeam.
- 8.3. **Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH ANY DESCRIPTION, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. PROJECTTEAM, INC. EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES OR CONDITIONS. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, PROJECTTEAM, INC. MAKES NO REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY COMPONENT OF THE SERVICE. PROJECTTEAM, INC. DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SERVICE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY INFORMATION OBTAINED BY CUSTOMER THROUGH THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE ABSENT OR WILL BE CORRECTED, OR (F) THE SERVICE OR THE COMMUNICATION FACILITIES, INCLUDING, WITHOUT LIMITATION, THE INTERNET, THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR ARE SECURE FROM INTERRUPTION, INTERCEPTION OR CORRUPTION BY THIRD PARTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS", "WHERE IS" AND "AS AVAILABLE" BASIS. THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRY OF THIS AGREEMENT AND CONTINUE IN EFFECT.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROJECTTEAM, INC. HEREBY EXCLUDES FOR ITSELF, AND ITS LICENSORS AND SUPPLIERS (INCLUDING WITHOUT LIMITATION, ANY THIRD PARTY PROVIDING THIRD PARTY SERVICES), ANY LIABILITY IN EXCESS OF THE FEES PAID BY CUSTOMER TO PROJECTTEAM, INC. DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OR ACT OR OMISSION GIVING RISE TO THE CLAIM (THE "COMPENSATION AMOUNT"), HOWSOEVER CAUSED, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. PROJECTTEAM, INC. SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, OR FOR ECONOMIC LOSS, LOSS OF REVENUE OR PROFITS OR INVESTMENT OR THE LIKE, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OF OTHER FINANCIAL LOSS, PROPERTY DAMAGE OR PERSONAL INJURY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF THE SERVICE, PROFESSIONAL SERVICES AND THE SOFTWARE, EVEN IF SUCH DAMAGES ARE FORESEEABLE OR PROJECTTEAM, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROJECTTEAM, INC. SHALL HAVE NO LIABILITY TO ANY THIRD

PARTY OTHER THAN CUSTOMER CLAIMING RIGHTS UNDER THIS AGREEMENT. THERE ARE NO RIGHTS UNDER THIS AGREEMENT FOR ANY THIRD PARTY BENEFICIARY. THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

10. MUTUAL INDEMNITIES

- 10.1. **Indemnification by ProjectTeam.** ProjectTeam will (i) defend, at its expense, Customer from and against any claims, proceedings, actions or demands ("Claim") which may be brought against Customer by any third party alleging that Customer's use of the Service or the underlying software infringes a patent or copyright, or misappropriates a trade secret; and (ii) indemnify and hold Customer harmless against all costs (including reasonable attorneys' fees) finally awarded against Customer by a court of competent jurisdiction or an arbitrator, or agreed to in a written settlement agreement signed by ProjectTeam in connection with such Claim. ProjectTeam shall have the right to assume full conduct of the Claim in the name of Customer, to appoint such legal counsel as ProjectTeam may elect, and to litigate, settle or compromise such Claim as ProjectTeam may see fit in its sole discretion, provided that ProjectTeam will not settle or compromise such Claim on a basis that results in an admission of liability by Customer, or in Customer having to pay any sum of money related to such Claim, unless Customer has first agreed in writing. Customer will fully cooperate with ProjectTeam in the defense of the Claim at ProjectTeam's cost. The foregoing obligation of ProjectTeam to indemnify Customer shall not apply to the extent that (a) Customer has failed to give prompt written notice to ProjectTeam of the Claim; (b) Customer has modified the Service in a manner that makes the Service infringing where otherwise it would not be; (c) Customer has combined the Service with other software, products or services in a manner that makes the Service infringing where otherwise it would not be; (d) the infringement arises, or is alleged to arise, from a modification to the Service or the Software developed or made by ProjectTeam for Customer at Customer's direction and to Customer's specifications; or (e) the infringement is due to the actions, or failure to take action, of a third party, including the provider of a Third Party Service. In the event of a Claim, ProjectTeam, in its exclusive discretion, may elect to (1) modify the Service so that the Service no longer infringes or misappropriates; (2) obtain a license for Customer to continue to use the Service; or (3) terminate this Agreement and refund to Customer the unused portion of any pre-paid charges or fees. The foregoing, along with ProjectTeam's obligation to indemnify Customer, shall be ProjectTeam's only obligation in the event of a third party claim of intellectual property infringement, and Customer's exclusive remedy.
- 10.2. **Indemnification by Customer.** Customer will defend ProjectTeam, its Affiliates, officers, directors, employees, agents, contractors, representatives, successors and assigns (collectively, the "Indemnified Parties") from and against any and all claims, proceedings, actions or demands which may be brought against ProjectTeam or another of the Indemnified Parties and Customer shall indemnify and hold ProjectTeam and the other Indemnified Parties harmless from and against any and all losses, damages, liabilities, costs and expenses (including, but not limited to, legal fees on a solicitor and client basis) real or perceived, that occur, or that ProjectTeam may suffer, sustain or incur, as a result of: (A) Customer's misuse of the Services, or (B) Customer's breaches of this Agreement. Customer will have sole control of the

investigation, preparation, defense and settlement of any such claims and ProjectTeam shall make reasonable efforts to provide cooperation and assistance in any such investigation, preparation, defense and settlement. ProjectTeam may engage separate counsel to monitor the defense at ProjectTeam's sole cost and expense. Customer will indemnify the Indemnified Parties against any claim by a third party seeking to enforce rights under this Agreement. This section shall survive the termination or expiration of this Agreement.

11. GENERAL

- 11.1. **Relation of Parties.** Nothing in this Agreement will create or imply an agency relationship between the parties, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.
- 11.2. **Publicity and Reference.** During the term of this Agreement, Customer agrees that ProjectTeam, Inc. may use the Customer's name (and Customer's logo) as a reference in press releases and marketing materials including but not limited to websites, case studies, blog posts and whitepapers.
- 11.3. **Assignment.** Neither party may assign, voluntarily, by operation of law, or otherwise, any rights or delegate any duties under this Agreement (other than the right to receive payments) without the other party's prior written consent, which consent will not be unreasonably withheld, except that ProjectTeam may assign this Agreement, without consent, in connection with a sale of all or substantially all of ProjectTeam's business or assets. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.
- 11.4. **Equitable Remedies and Injunctive Relief.** Customer acknowledges and agrees that any breach by Customer of this Agreement other than a failure to pay sums due and owing to ProjectTeam, or any infringement, violation or misappropriation of the intellectual property rights of ProjectTeam may cause irreparable harm to ProjectTeam not reasonably compensable by money damages. Accordingly, Customer agrees that, in addition to all other remedies ProjectTeam may have at law, ProjectTeam shall be entitled to seek immediate equitable relief, including an injunction, against Customer in any court of competent jurisdiction in order to restrain Customer's breach of this agreement or infringement, violation or misappropriation of the intellectual property rights of ProjectTeam without the necessity for ProjectTeam to prove the likelihood of irreparable harm, or that damages are not an adequate remedy, and without any requirement by ProjectTeam to post bond or undertaking as to damages.
- 11.5. **Governing Law and Venue.** This Agreement shall be subject to, construed by and enforced in accordance with the laws of the Commonwealth of Virginia and applicable federal laws of the United States of America. Subject to 11.6, the parties agree to the exclusive jurisdiction of the Commonwealth of Virginia, without regard for its conflicts of laws principles, provided that nothing in this Agreement shall prevent ProjectTeam from taking action in any court of competent jurisdiction to seek injunctive and equitable relief to restrain Customer from any breach of this Agreement.

- 11.6. **Dispute Resolution.** Except for any dispute concerning breach of confidentiality or infringement of any intellectual property right, which dispute will be subject to the exclusive jurisdiction of the Commonwealth of Virginia and the proper appeal courts from such courts, any dispute arising under this Agreement will be subject to binding arbitration by a single arbitrator with the American Arbitration Association ("AAA") in accordance with its relevant industry rules, if any. The arbitration will be held in the Commonwealth of Virginia. The language of the arbitration shall be the English language. Judgment on any award rendered by the arbitrator may be entered in any Court of competent jurisdiction.
- 11.7. **Severability.** If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and, if the foregoing modification is not possible, it shall be severed from this Agreement, and the remaining portions of this Agreement will remain in full force and effect.
- 11.8. **Force Majeure.** Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control. Lack of funds does not entitle a party to claim force majeure.
- 11.9. **Waiver.** The waiver by any party of any breach of this Agreement will not be construed to be a waiver of any succeeding breach. All waivers must be in writing, and signed by the party waiving its rights.
- 11.10. **Entire Agreement.** This Agreement (including any Order Forms) constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.
- 11.11. **Amendments.** ProjectTeam may amend this Agreement by giving Customer thirty (30) days' notice of the proposed amendments, which notice may be provided by e-mail to Customer's email address of record with ProjectTeam or by posting in the Service.

This Agreement was last modified on January 4, 2016.

Schedule A

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") sets forth the details regarding the level of service and technical support for the Service that apply when your account is in good financial standing.

1) Downtime

- a) For purposes of this SLA, a unit of Downtime is one period of at least thirty (30) minutes ("Unit") during which the Service or a material component of it is unavailable because of problems with or the unscheduled maintenance of ProjectTeam's hardware or system software ("Downtime"). Downtime does not include (i) problems caused by factors outside of ProjectTeam's reasonable control, (ii) problems resulting from any actions or inactions by Customer or any third party, (iii) problems resulting from Customer's equipment and/or third party equipment not within ProjectTeam's exclusive control, or (iv) network unavailability during scheduled maintenance of ProjectTeam's network and/or servers. ProjectTeam will periodically monitor ProjectTeam's network and server availability using software and hardware components capable of measuring application traffic and responses. Based on its monitoring, ProjectTeam will determine Downtime for the purposes of this Agreement.
- b) ProjectTeam's servers connect to the Internet through redundant high-speed connections on diverse backbones, enabling data delivery to the end user in a quick and efficient manner. Subject to the limitations set out below, in any calendar month, Downtime will not exceed two (2) Units of Downtime excluding, however, regularly scheduled maintenance. Any regularly scheduled maintenance will be performed between Saturday 5:00 PM EST and Sunday 11:00 AM EST. THE SERVICE IS SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PROJECTTEAM, INC. IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
- c) If Downtime exceeds two (2) Units of Downtime in any calendar month, ProjectTeam will, upon Customer's written request, credit Customer's account (a "Downtime Credit") in an amount equal to the pro-rata price for one (1) day of service, for each two (2) Units of Downtime in excess of two (2) Units in any calendar month.
- d) To receive Downtime Credit, Customer must request such credit by sending an email to support@ProjectTeam.com within seven (7) days after the occurrence of Downtime. The aggregate maximum number of Downtime Credits to be issued for any and all instances of Downtime occurring in a single calendar month will not exceed seven (7). Downtime Credits will be applied upon issue of the first invoice following the request for Downtime Credit, unless the

Downtime occurs in Customer's final month of service, in which case a refund for the dollar value of the Downtime Credit will be mailed to Customer within thirty (30) days of the expiration of Customer's service agreement. The credits specified in this Schedule A shall be ProjectTeam's sole liability and Customer's exclusive remedy for Downtime.

2) Technical Support

- a) A member of ProjectTeam's technical support help desk staff will be available to assist Customer with problems and questions regarding the Service. ProjectTeam will supply telephone and/or email support to Customer as part of the Service fee. Standard support is available Monday through Friday between 8:00 a.m. and 8:00 p.m. EST time zone.
- b) Customer may contact ProjectTeam's technical support help desk via email at support@ProjectTeam.com, or by telephone at 1-703- 961-1007 (option 5). ProjectTeam may, from time to time, develop additional methods for Customer to contact the help desk, and will make information regarding such methods available on ProjectTeam's website or in the Service.