

CONDUCTOR TECHNOLOGIES
SAAS CUSTOMER AGREEMENT

Welcome to Conductor Technologies. PLEASE READ THIS SAAS CUSTOMER AGREEMENT BEFORE INSTALLING OR USING THE CONDUCTOR TECHNOLOGIES SERVICES, INCLUDING THE SOFTWARE COMPONENTS THEREOF ("SERVICES"). BY CLICKING ON THE "ACCEPT" BUTTON, YOU AND ANY ENTITY THAT YOU REPRESENT ("CUSTOMER") ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS SAAS SERVICE AGREEMENT CONSISTING OF THIS PARAGRAPH AND THE FOLLOWING TERMS (THE "AGREEMENT") WITH RESPECT TO THE SERVICES. IF YOU ARE NOT THE CUSTOMER, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THE ENTITY THAT YOU REPRESENT AND AGREE THAT CUSTOMER IS BOUND BY THIS AGREEMENT. PROVISION OF THE SERVICES IS CONDITIONED ON, AND CUSTOMER'S INSTALLATION OR USE OF THE SERVICES SHALL CONSTITUTE, CUSTOMER'S ASSENT TO THE TERMS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. IF YOU DO NOT UNCONDITIONALLY AGREE TO THE FOREGOING, CLICK THE "CANCEL" BUTTON AND YOU SHOULD CEASE INSTALLING OR USING THE SERVICES IMMEDIATELY. IF YOU CONTINUE WITH INSTALLATION OR USE OF THE SERVICES, YOU ARE REPRESENTING AND WARRANTING THAT YOU ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY THIS AGREEMENT. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

This Agreement includes the following terms, as well as those in the Privacy Policy <https://sites.google.com/a/conductorio.com/documentation/home/policies#privacy>. CONDUCTOR TECHNOLOGIES reserves the right to change the terms of this Agreement at any time, effective upon placing a notice on the [conductorio.com](https://sites.google.com/a/conductorio.com/documentation/home/policies#privacy) and/or the [https://sites.google.com/a/conductorio.com/documentation](https://sites.google.com/a/conductorio.com/documentation/home/policies#privacy) website, upon sending Customer an email, and/or upon some other means. If Customer does not agree with the new terms, Customer is free to reject them; unfortunately, that means Customer will no longer be able to use the Services. Continued use by Customer of the Services in any way after such changes to this Agreement shall constitute Customer's agreement to all of such changes. Except for changes by CONDUCTOR TECHNOLOGIES as described here, no other amendment or modification of this Agreement will be effective unless in writing and signed by both parties.

1. RIGHTS GRANTED; SERVICES AND SUPPORT

1.1 Subject to the terms and conditions of this Agreement, CONDUCTOR TECHNOLOGIES will use commercially reasonable efforts to provide Customer with access to the Services through the internet. The Services are subject to modification from time to time at CONDUCTOR TECHNOLOGIES' sole discretion, for any purpose deemed appropriate by CONDUCTOR TECHNOLOGIES. CONDUCTOR TECHNOLOGIES will use reasonable efforts to give Customer prior written notice of any such modification.

1.2 As of the Effective Date, Customer shall have the nonexclusive, non-assignable, non-transferrable, non-sublicenseable, royalty free, worldwide limited right to use the Services solely for Customer's internal business operations during the Term (defined below) and subject to the terms of this Agreement. Customer may allow its employees to use the Services for this purpose and Customer is responsible for its employees' compliance with this Agreement. Customer acknowledges and agrees that Customer does not acquire under this Agreement any license to use the Services in excess of the scope and/or duration of the Services as set forth in this Agreement.

1.3 CONDUCTOR TECHNOLOGIES will undertake commercially reasonable efforts to make the Services available twenty-four (24) hours a day, seven (7) days a week. Notwithstanding the foregoing, CONDUCTOR TECHNOLOGIES reserves the right to suspend Customer's access to the Services: (i) for scheduled or emergency maintenance, or (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to CONDUCTOR TECHNOLOGIES.

1.4 Subject to the terms hereof, CONDUCTOR TECHNOLOGIES will provide reasonable support to Customer for the Services from Monday through Friday during CONDUCTOR TECHNOLOGIES' normal business hours.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Access to the Services may require the Customer to install certain software applications, scripts, and/or plugins. Customer agrees to be bound by this Agreement and any applicable End-User License Agreements that govern the installation and use of such client software applications, scripts, and/or plugins.

2.2 Customer will not, and will not permit any third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services ("Software") (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (b) modify, translate, alter, adapt, copy, license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, or create derivative works based on the Services or Software; (c) use the Services or Software for timesharing or service bureau purposes or for any purpose other than its own use; (d) make the Services available in any manner to any third party for use in such third party's business operations; (e) remove or modify any program markings or any notice of CONDUCTOR TECHNOLOGIES' or its licensors' proprietary rights; (f) access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to CONDUCTOR TECHNOLOGIES; or (g) use the Services or Software other than in accordance with this Agreement and in compliance with all applicable laws and regulations (including but not limited to any European privacy laws, intellectual property, consumer and child protection, obscenity or defamation). Specifically, but without limitation, Customer will comply with the notice, "opt out" and other provisions of the following California laws: California Business and Professions Code Sections 17538.4 and 17538.45.

2.3 If Customer is an entity, Customer will designate an employee who will be responsible for all matters relating to this Agreement ("Primary Contact"). Customer may change the individual designated as Primary Contact at any time by updating its account setting through the Services.

2.4 Customer will be responsible for maintaining the security of Customer account, passwords (including but not limited to administrative and user passwords) and files, for monitoring the rendering process and result, and for all uses of Customer account with or without Customer's knowledge or consent.

2.5 Customer acknowledges and agrees that the Services operate on or with or using application programming interfaces (APIs) and/or other services or technology provided by third parties ("Third Party Services") and that Third Party Services may be subject to limitations, delays, and other problems inherent in the use of such Third Party Services. Customer's right to use Third Party Services is governed by the terms of the license agreements for Third Party Services specified by such third party and not under this Agreement. CONDUCTOR TECHNOLOGIES is not responsible for the operation of any Third Party Services nor the availability or operation of the Services to the extent such availability and operation is dependent upon Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services, except that CONDUCTOR TECHNOLOGIES may offer certain third party rendering software for Customer to use in connection with the Services. A list of such Third Party Services (which may be updated from time to time) and the applicable terms of the license agreements is

available at https://sites.google.com/a/conductorio.com/documentation/home/policies#third_party. Customer is solely responsible for complying with any applicable terms or conditions of all Third Party Services. CONDUCTOR TECHNOLOGIES does not make any representations or warranties with respect to Third Party Services or any third party providers. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party's terms and conditions.

3. CONFIDENTIALITY

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Confidential Information" of the Disclosing Party). Confidential Information shall be limited to the terms and pricing under this Agreement, Customer Content residing in the Services environment, and all information clearly identified as confidential at the time of disclosure, or information that would normally be considered confidential under the circumstances. "Customer Content" means information, instruction, data, content, or material provided by Customer to the Services or otherwise furnished or inputted by Customer in connection with its access to or use of the Services under this Agreement.

3.2 The Receiving Party agrees: (i) not to divulge to any third person any such Confidential Information, (i) to give access to such Confidential Information solely to those employees with a need to have access thereto for purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Confidential Information. CONDUCTOR TECHNOLOGIES will protect the confidentiality of Customer Content residing in the Services environment in accordance with the CONDUCTOR TECHNOLOGIES security practices.

3.3 The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Confidential Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Confidential Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. In any event, CONDUCTOR TECHNOLOGIES may collect data with respect to and report on the aggregate response rate and other aggregate measures of the Services' performance.

3.4 Customer acknowledges that CONDUCTOR TECHNOLOGIES does not wish to receive any Confidential Information from Customer that is not necessary for CONDUCTOR TECHNOLOGIES to perform its obligations under this Agreement, and, unless the parties specifically agree otherwise, CONDUCTOR TECHNOLOGIES may reasonably presume that any unrelated information received from Customer is not confidential or Confidential Information.

3.5 Both Parties will have the right to disclose the existence but not the terms and conditions of this Agreement, unless such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirers.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Except as expressly set forth herein, CONDUCTOR TECHNOLOGIES alone (and its licensors, where applicable) will retain all ownership and intellectual property rights relating to (i) the Service or the Software (and any copies thereof); (ii) anything developed and delivered under this Agreement, except for the Customer Content; and (iii) any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Service and/or the Software, all of which are hereby assigned to CONDUCTOR TECHNOLOGIES. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or Software, or any intellectual property rights.

4.2 Customer and its licensors shall (and Customer hereby represents and warrants that they do) have all right, title and interest in and to all Customer Content distributed through the Services and the intellectual property rights related thereto. Customer shall be solely responsible for all Customer Content. If CONDUCTOR TECHNOLOGIES reasonably determines that any Customer Content or activities hereunder with respect to any Customer Content may infringe or violate any third party rights, CONDUCTOR TECHNOLOGIES may (but is not required to) suspend activity hereunder with respect to that Customer Content. CONDUCTOR TECHNOLOGIES is hereby granted a non-exclusive, perpetual, transferable, assignable, irrevocable, worldwide, royalty-free right to access, use, process, reproduce, adapt and modify, perform and display (publicly or otherwise), transmit and distribute, and otherwise exploit the Customer Content in connection with the performance of this Agreement.

4.3 CONDUCTOR TECHNOLOGIES may use tools, scripts, software and utilities (collectively, the "Tools") to monitor and administer the Services. Data collected by the Tools (excluding production data) may be used to assist in managing CONDUCTOR TECHNOLOGIES' product and service portfolio and for license management. Customer agrees that (a) except as expressly permitted under this Agreement, Customer may not access the Tools, and (b) Customer will not use or restore the Tools from any back-up or storage device at any time following termination of this Agreement. CONDUCTOR TECHNOLOGIES may compile statistical information related to the performance of the Services, and may make such information publicly available; provided, however, that such information shall be anonymized and shall not incorporate Customer Content or otherwise identify Customer's Confidential Information, or include Customer's name. CONDUCTOR TECHNOLOGIES retains all ownership and intellectual property rights associated with such anonymized data.

5. PAYMENT OF FEES

5.1 Customer will pay CONDUCTOR TECHNOLOGIES the fees for the Services calculated based on the Customer selected service configuration in accordance with the Conductor Technologies Payment Options & Terms and Pricing Calculator available at <https://sites.google.com/a/conductorio.com/documentation/home/pricing-billing> based on Customer's use of the Services during the Term measured by CONDUCTOR TECHNOLOGIES ("Service Fee"). To the extent applicable, Customer will pay CONDUCTOR TECHNOLOGIES for additional services purchased by Customer at the then-current price list of CONDUCTOR TECHNOLOGIES, such as implementation fee or cloud storage fee (for cloud-based storage for archiving raw, pre- and or post-production data directly from the Services) (together with Service Fee, the "Fees"). All payments will be made in U.S. dollars, in the U.S., and in accordance with the Payment Schedule available at <https://sites.google.com/a/conductorio.com/documentation/home/pricing-billing> based on the Method of Payment elected by Customer. Within 10 days following the last day of each month, CONDUCTOR TECHNOLOGIES will send Customer an invoice statement indicating Fees incurred and payments received (if any) for the applicable month. If not otherwise specified, payments will be due within fifteen (15) days of invoice. CONDUCTOR TECHNOLOGIES may revise its Fees by providing Customer at least 30 days' written notice.

5.2 If Customer fails to pay any Fees when due (including if Customer makes payment arrangements via credit card, ACH or other third party, and such third party refuses to honor CONDUCTOR TECHNOLOGIES' withdrawal request or charges), 10 days following such due date Customer shall be assessed a late fee equal to 5% of the outstanding balance or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. All

payments shall first be applied to late fees, charges incurred by CONDUCTOR TECHNOLOGIES by reason of Customer's late or rejected payments, then to any past due Fees, and then to current Fees. Customer shall reimburse CONDUCTOR TECHNOLOGIES for reasonable expenses, including but not limited to travel and lodging expenses related to providing any on-site portion of the Services or any and all fees incurred as a result of a refused or rejected withdrawal or credit charge.

5.3 Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local use, sales, value-added, property and similar taxes, if any. Customer agrees to pay such taxes (excluding US taxes based on CONDUCTOR TECHNOLOGIES' net income) unless Customer has provided CONDUCTOR TECHNOLOGIES with a valid exemption certificate. In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid to Customer on account thereof.

6. TERMINATION

6.1 Subject to earlier termination as provided below, the initial term of this Agreement shall be twelve (12) months (the "Initial Term"). This Agreement will automatically renew for successive renewal terms of one (1) month (each, a "Renewal Term", and together with the Initial Term, the "Service Term") unless either party notifies the other party of non-renewal at least fifteen (15) days prior to the end of the then-current term. Such notice of non-renewal shall be effective upon the expiration of the then-current term.

6.2 In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. In addition, and without limiting any other remedies available to it, CONDUCTOR TECHNOLOGIES may immediately suspend Customer access to the Services (i) if Customer fails to pay CONDUCTOR TECHNOLOGIES the Fees as required under this Agreement; (ii) if Customer makes payment arrangements via credit card, ACH or other third party, and such third party refuses to honor CONDUCTOR TECHNOLOGIES' charges; or (iii) if Customer violates any provision under Section 1, 2, 3 and 4 of this Agreement. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business.

6.3 If this Agreement expires or is terminated, then (i) the rights granted by one party to the other hereunder shall immediately cease; (ii) all Fees owed by Customer to CONDUCTOR TECHNOLOGIES shall be immediately due unless Customer terminates this Agreement under 6.2 due to Service unavailability, in such a case the outstanding balance from any Implementation Fee or Service Fees shall be owed by Customer; (iii) Customer shall immediately discontinue all use of and access to the Services, and destroy or return to CONDUCTOR TECHNOLOGIES all copies of the Software/Services and the applicable documentation; and (iv) at Customer's request, and for a period of up to 30 days following termination of this Agreement for any reason, CONDUCTOR TECHNOLOGIES may permit Customer to access the Services solely to the extent necessary for Customer to retrieve a file of Customer Content. Customer acknowledges and agrees that CONDUCTOR TECHNOLOGIES has no obligation to retain Customer Content and that Customer Content may be irretrievably deleted after 30 days following termination of this Agreement. Notwithstanding anything in this Agreement to the contrary, the following sections of this Service Agreement will survive termination: Sections 2 (restrictions), 3 (confidentiality), 4 (intellectual property rights), 5 (accrued rights to payment), 6 (termination), 8 (indemnity), 9 (warranty disclaimer), 10 (limitations of liability), and 12 (Miscellaneous).

7. REPRESENTATIONS AND WARRANTIES.

7.1 CONDUCTOR TECHNOLOGIES warrants that (i) the Services will conform to the applicable specifications and generally accepted data processing practices; (ii) it will not knowingly include, in any Services released to the public and provided to Customer hereunder, any computer code or other computer instructions, devices or techniques, including without limitation those known as disabling devices, trojans, or time bombs, that intentionally disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including its security or user data. If, at any time, CONDUCTOR TECHNOLOGIES fails to comply with the warranty in this Section 7.1, Customer may promptly notify CONDUCTOR TECHNOLOGIES in writing of any such noncompliance. CONDUCTOR TECHNOLOGIES will, within thirty (30) days of receipt of such written notification, either correct the noncompliance or provide Customer with a plan for correcting the noncompliance. If the noncompliance is not corrected or if a reasonably acceptable plan for correcting them is not established during such period, Customer may terminate this Agreement as its sole and exclusive remedy for such noncompliance.

7.2 Each party represents and warrants that (a) it has full power and authority to enter into this Agreement; and (b) it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable.

7.3 Customer represents and warrants that (a) it has the requisite rights to submit, develop and use Customer Content in connection with the Service and to grant the licenses set forth hereunder; (b) Customer Content does not violate any intellectual property or proprietary right of any third party or violate any applicable laws, rules or regulations; (c) Customer Content is not subject to any restriction on disclosure, transfer, download, export or re-export under any applicable law, rule or regulation; and (d) any information Customer provides in connection with the registration for, or use of, the Service is and shall remain true, accurate, and complete, and that Customer will maintain and update such information regularly.

8. Indemnity

8.1 Customer shall defend, indemnify and hold harmless CONDUCTOR TECHNOLOGIES from and against any damages, losses, costs, liabilities or expenses (including without limitation costs and attorneys' fees), in connection with any claim or action that arises from or as a result of: (a) that any Customer Content or activities hereunder with respect to any Customer Content, may infringe or violate rights of a third party (including, without limitation, any assertion that Customer Content or the use thereof may infringe any copyright, trademark, or other intellectual property or other rights of any individual or entity, or is a misappropriation of any individual or entity's trade secret, or contains any libelous, defamatory, disparaging, pornographic, or obscene materials or use thereof caused death or bodily injury or damage to the real or tangible property of any third party); (b) any material breach of a representation, warranty or covenant of Customer under this Agreement or any failure to comply with applicable laws and regulations; or (c) Customer's use of Services. Although CONDUCTOR TECHNOLOGIES has no obligation to monitor the Customer Content or Customer's use of the Services, CONDUCTOR TECHNOLOGIES may do so and may remove any such Customer Content or prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

8.2 CONDUCTOR TECHNOLOGIES shall defend, indemnify, and hold Customer harmless from and against any damages, losses, costs, liabilities or expenses (including without limitation costs and attorneys' fees) to unaffiliated third parties that in connection with any claim or action that arises from or as a result of (a) infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret; or (b) any material breach of a representation, warranty or covenant of CONDUCTOR TECHNOLOGIES under this Agreement. The foregoing obligations do not apply with respect to portions or components of the Services (i) not created by CONDUCTOR TECHNOLOGIES, (ii) resulting in whole or in part in accordance from Customer specifications, (iii) that are modified after delivery by CONDUCTOR TECHNOLOGIES, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided

the alleged infringement, or (vi) where Customer's use of is not strictly in accordance with this Agreement and all related documentation. Customer will indemnify CONDUCTOR TECHNOLOGIES from all damages, costs, settlements, attorneys' fees and expenses related to any claim of infringement or misappropriation excluded from CONDUCTOR TECHNOLOGIES' indemnity obligation by the preceding sentence.

8.3 A party seeking to be indemnified under this Section 8 shall (a) promptly notify the other party of such threats, claims, or proceedings related thereto; (b) grant the other party the sole control over the defense of such claim, provided the indemnified party shall not be obligated to admit fault or enter into any settlement that would damage its business reputation; and (c) fully cooperate with the indemnifying party at the expense of the indemnifying party. Neither party shall be indemnified for any matter caused by its own gross negligence, willful misconduct or fraud. The total liability of either party for the indemnity obligation hereunder will not exceed, in the aggregate, the fees received by CONDUCTOR TECHNOLOGIES and payable from Customer hereunder in the six (6) month period ending on the date that a claim or demand is first asserted.

9. WARRANTY DISCLAIMER

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES, SOFTWARE, AND CONDUCTOR TECHNOLOGIES CONFIDENTIAL INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS" WITH ALL FAULTS, WITHOUT ANY WARRANTIES OF ANY KIND. CONDUCTOR TECHNOLOGIES (AND ITS AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS) HEREBY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, NON-INFRINGEMENT, ERROR-FREE, NON-INTERRUPTION, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS, LACK OF VIRUSES OR LACK OF NEGLIGENCE. NEITHER CONDUCTOR TECHNOLOGIES NOR ANY OF ITS AGENTS, AFFILIATES, LICENSORS OR SUPPLIERS MAKES ANY WARRANTY AGAINST LOSS OR INACCURACY OF DATA; NOR DOES IT MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN DISCRETION AND RISK.

10. LIMITATION OF LIABILITY

IN NO EVENT WILL CONDUCTOR TECHNOLOGIES (OR ANY OF ITS AGENTS, AFFILIATES, LICENSORS OR SUPPLIERS) BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF CONDUCTOR TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE TOTAL LIABILITY OF CONDUCTOR TECHNOLOGIES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF (i) TEN THOUSAND DOLLARS, OR (ii) THE FEES PAID TO CONDUCTOR TECHNOLOGIES HEREUNDER IN THE SIX (6) MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. ANY DAMAGE IN CUSTOMER'S FAVOR AGAINST CONDUCTOR TECHNOLOGIES SHALL BE REDUCED BY ANY REFUND OR CREDIT RECEIVED BY CUSTOMER UNDER THIS AGREEMENT AND ANY SUCH REFUND AND CREDIT SHALL APPLY TOWARDS THE LIMITATION OF LIABILITY.

11. U.S. GOVERNMENT MATTERS

Notwithstanding anything else, Customer may not provide to any person or export or re-export or allow the export or re-export of the Services or any software or anything related thereto or any direct product thereof (collectively "Controlled Subject Matter"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing Customer acknowledges and agrees that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Use of the Service is representation and warranty that the user is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations.

12. FORCE MAJEURE

Neither party hereto shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either party may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Client's obligation to pay for the Services.

13. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with CONDUCTOR TECHNOLOGIES' prior written consent. If Customer grants a security interest in any portion of the Services, the secured party has no right to use or transfer the Services, and if Customer elects to finance its acquisition of the Services, Customer shall follow CONDUCTOR TECHNOLOGIES policies regarding financing. CONDUCTOR TECHNOLOGIES may transfer and assign any of its rights and obligations under this Agreement with written notice to Customer. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind CONDUCTOR TECHNOLOGIES in any respect whatsoever. In any action or proceeding to enforce rights under this

Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given as follows: (a) when delivered personally to the recipient's address as stated on this Agreement; (b) three days after being deposited in the U.S. mail, with postage prepaid to the recipient's address as stated in this Agreement, or at such address as is provided in writing to the other party from time to time; or (c) when sent by fax or electronic mail, such notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt. This Agreement will be governed by the laws of the State of California, U.S.A. without regard to its conflict of laws provisions. If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in California. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree that such dispute shall be finally resolved by arbitration in San Francisco, California, using the English language in accordance with the Arbitration Rules and Procedures of JAMS then in effect, by a mutually agreed-upon arbitrator, provided however, that each party will have a right to seek injunctive or other equitable relief in a court of law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator. Customer agrees to participate in press announcements, case studies, trade shows, or other forms reasonably requested by CONDUCTOR TECHNOLOGIES. CONDUCTOR TECHNOLOGIES is permitted to disclose that Customer is one of its customers to any third-party at its sole discretion and use Customer's names, marks, logos, and other identifiers in connection with advertising and promotional activities.