

THESE TERMS OF SERVICE (THESE “**TERMS**”) GOVERN YOUR USE OF THE COMMUNITY VERSION OF THE PROPRIETARY WEB-BASED SOLUTION THAT ENABLES BUSINESSES TO MANAGE, CONTROL, AND OBTAIN UNIQUE AND VALUABLE INFORMATION ON ALL ASPECTS OF MICROSOFT OFFICE 365 (THE “**COREVIEW COMMUNITY PLATFORM**”) AND ANY OTHER SERVICES (“**SERVICES**”) PROVIDED BY COREVIEW USA, INC. (“**CoreView**”) TO YOU (“**CLIENT**”). **YOU MUST ACCEPT THESE TERMS IN ORDER TO USE THE COREVIEW COMMUNITY PLATFORM AND THE SERVICES. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS AND USE THE COREVIEW COMMUNITY PLATFORM OR THE SERVICES.** IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF AN ENTITY, SUCH AS YOUR EMPLOYER OR THE COMPANY YOU WORK FOR, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY.

1. LICENSE

- a. License Grant. Subject to these Terms, CoreView hereby grants to Client and its Affiliates (as defined herein) a non-transferable, non-sublicensable, nonexclusive license during the term set forth below: (i) to access the CoreView Community Platform described on the applicable Order Form, together with the related Documentation (as defined below) for Client’s own business purposes in accordance with all applicable laws. The CoreView Community Platform may be used by Client’s Authorized Users for the benefit of Office 365 users. “**Authorized Users**” include Client’s authorized directors, officers, employees, and agents. Client and its Affiliates are permitted to make a reasonable number of copies of the Documentation in connection with use of the CoreView Community Platform. For purposes of these Terms, “**Affiliates**” means any entity that directly or indirectly controls, is controlled by, or is under common control with Client; and “**Documentation**” means all specifications, user manuals, and written materials and documentation relating to the performance, operation and/or use of the CoreView Community Platform.
- b. Environment. The software used to provide the Services (the “**Software**”) is located on Microsoft Windows Azure servers which are located in Microsoft data centers. The Services are provided via the Microsoft Windows Azure cloud platform. Windows Azure runs in data centers managed and operated by [Microsoft Global Foundation Services \(GFS\)](#). These data centers comply with key industry standards, such as ISO/IEC 27001:2005, for security and reliability. The data centers are

managed, monitored, and administered by Microsoft operations staff that have years of experience in delivering the world's largest online services with 24 x 7 continuity. For detailed information about Windows Azure security please visit Microsoft's Azure security page at <http://www.windowsazure.com/en-us/support/trust-center/security/>

- c. **Restrictions.** Use of the CoreView Community Platform is subject to the following restrictions unless otherwise expressly set forth in these Terms or on the applicable Order Form: (a) no provision of these Terms is intended to, nor does it grant Client a license to use the Software on a stand-alone basis; (b) Client will not reverse engineer, disassemble, decompile, otherwise attempt to derive the source code of the Software or the CoreView Community Platform, or permit others to do any of the foregoing; (c) Client will not, directly or indirectly: (i) use the CoreView Community Platform to send or store material containing software viruses, worms, Trojan horses or other harmful computer code; (ii) interfere with or disrupt the integrity or performance of the CoreView Community Platform or the data contained therein; (iii) attempt to gain unauthorized access to the CoreView Community Platform or related systems or networks; (iv) use the CoreView Community Platform for any benchmarking or competitive purposes; (v) use the CoreView Community Platform to build a competitive product or service using similar ideas, features, functions or graphics of the CoreView Community Platform, or copy any ideas, features, functions or graphics of the CoreView Community Platform; (vi) "frame" or "mirror" any portion of the CoreView Community Platform; (vii) use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the CoreView Community Platform; (viii) probe, scan or test the vulnerability of the CoreView Community Platform, or breach the security or authentication measures on the CoreView Community Platform, or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the CoreView Community Platform, such as a denial of service attack; (ix) use the CoreView Community Platform to send or otherwise post unauthorized commercial communications (such as spam); or (x) make the CoreView Community Platform available to any person or entity who is not an Authorized User.

- d. Upgrades. From time to time during the Term, CoreView may (but is not obligated to) apply any changes the CoreView Community Platform, and that such upgrades or enhancements may result in changes to the appearance and/or functionality of the CoreView Community Platform; provided, however, Client shall not be subject to any additional fees for such upgrades or enhancements unless mutually agreed by the parties.
- e. Export. Client must comply with all applicable export control laws and regulations with respect to the CoreView Community Platform, and will not export or re-export or permit access to the CoreView Community Platform, in whole or in part, directly or indirectly, to any country to which such export or re-export is restricted by any laws or regulations of the U.S. unless properly authorized by the U.S. Government. Client represents that it is not named on any U.S. or other applicable government denied-party list.

2. DATA

- a. Client Data. Client must provide or otherwise make available to CoreView all data for use in the CoreView Community Platform (the "**Client Data**"), and CoreView is not obligated to modify or add to the Client Data. As between Client and CoreView, Client is solely responsible for the content, legality, quality and accuracy of the Client Data. Client owns and retains all right, title and interest in and to any and all Client Data. Subject to these Terms, Client grants CoreView a nonexclusive, nontransferable, non-sublicensable, worldwide, license to use, copy and display Client Data solely for purposes of the performance of these Terms; provided, however, CoreView may access and use Client Data (i) as necessary to identify or resolve technical problems or respond to complaints about the CoreView Community Platform; (ii) to improve the CoreView Community Platform, and (iii) to identify trends and publish reports on its findings provided the reports include data aggregated from more than one customer site and do not identify Client. For the avoidance of doubt, Client Data includes all data generated or supplied by Client's Affiliates and Authorized Users. Client will not upload any of the following types of information for use in the CoreView Community Platform: (a) personal health information, (b) driver's license numbers, (c) passport numbers, (d) social security, tax ID or similar numbers, or (e) bank, checking, credit card, debit card, or other financial account numbers.

- b. Business Contact Information. “**Business Contact Information**” means the names, mailing addresses, email addresses, and phone numbers regarding Client and/or its employees, agents, officers and directors including such information used as part of maintaining its business relationships. Client hereby consents to CoreView’s use of Client’s Business Contact Information for contract management, payment processing, service offering, and business development purposes related to these Terms, use of the CoreView Community Platform and such other purposes as set out in CoreView’s global data privacy policy available at <https://www.coreview.com/privacy-policy/>.
- c. Data Protection. CoreView uses industry-standard technical and organizational measures in compliance with applicable laws to keep Client Data secure and to protect against accidental loss or unlawful destruction, alteration, disclosure or access. Furthermore, CoreView will treat all Client Data in compliance with CoreView’s then current privacy policy (the current version of which is set forth at <https://www.coreview.com/privacy-policy> and applicable law.
- d. Accuracy of Data. CoreView will endeavor to collect Client Data from Microsoft on behalf of the Client at least once every 24 hours, at such time as determined by CoreView in its sole discretion. The Client Data will not be changed in any way by CoreView. Client acknowledges that the Client Data has been sourced from Microsoft and that CoreView is not responsible for any inaccuracies or defects in any Client Data unless caused by a Defect (as defined in Section 4(b) below) in the CoreView Community Platform or otherwise due to the actions or omissions of CoreView.
- e. Breach. Client is responsible for all use of the CoreView Community Platform by its Authorized Users. Client controls access to and the management of the Client Data through Client’s account.

3. SUPPORT

- a. Support Services. During the Term of the applicable Order Form, CoreView will use reasonable efforts to provide Client with support and maintenance for the CoreView Community Platform via access to community forums and such other methods as CoreView may determine from time to time (the “**Support Services**”).

4. LIMITED WARRANTIES AND DISCLAIMERS

COREVIEW DISCLAIMS OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE COREVIEW COMMUNITY PLATFORM AND SUPPORT SERVICES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NONINFRINGEMENT. COREVIEW DOES NOT WARRANT THAT THE COREVIEW COMMUNITY PLATFORM MEET CLIENT'S REQUIREMENTS, ARE FREE FROM BUGS, VIRUSES, ERRORS, OR OTHER PROGRAM LIMITATIONS, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE COREVIEW COMMUNITY PLATFORM, OR THAT DEFECTS IN THE COREVIEW COMMUNITY PLATFORM WILL BE CORRECTED. COREVIEW ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY OF CLIENT'S COMMUNICATIONS, DATA, OR PERSONALIZATION SETTINGS.

5. INDEMNIFICATION

- a. Indemnification by Client. Client shall indemnify, defend and hold CoreView, its Affiliates and licensors, and their respective officers, directors, employees and agents harmless from any losses, damages, costs and expenses directly or indirectly arising out of any claim from any third party arising out of or relating to (i) Client's or its Authorized Users' use of the CoreView Community Platform other than in accordance with these Terms, unless such claims are covered by CoreView's defense obligations in Section 6.2; or (ii) Client's noncompliance with applicable laws.
- b. Indemnification by CoreView. CoreView shall indemnify, defend and hold Client, its Affiliates and licensors, and their respective officers, directors, employees and agents harmless from any losses, damages, costs and expenses directly or indirectly arising out of any claim from any party arising out of or relating to (i) personal injury or property damage caused by the fault or negligence of CoreView or a CoreView employee; (ii) any gross negligence or willful misconduct by CoreView or its agent; and (iii) any third party claim against Client, its Affiliate or any Authorized User alleging the CoreView Community Platform (excluding Client Data) infringe any patent, copyright, or trademark, or otherwise misappropriates any trade secret or intellectual property right of such

third party (an **"IP Claim"**). If the CoreView Community Platform, or in CoreView's reasonable and good faith opinion might, infringe as set forth above, CoreView may, at its sole option and expense, procure the right to use the CoreView Community Platform or replace or modify the CoreView Community Platform so as to avoid infringement; provided, that such replacement or modification will operate in the same manner (except in immaterial respects) with the same or similar features, functionality, performance and reliability. If neither of such alternatives is, in CoreView's reasonable and good faith opinion, commercially reasonable, CoreView shall refund to Client any unearned prepaid amounts for such CoreView Community Platform, in which event these Terms will terminate immediately.

- c. Indemnification Process. The indemnified party shall provide (i) prompt written notice of any any claim subject to indemnification under this Section 6 (each, a **"Claim"**); (ii) the indemnifying party with sole control over the defense or settlement of such Claim; provided, that the indemnifying party will not settle any Claim or consent to any final judgment with respect to any Claim, without the indemnified party's prior written consent, unless such settlement or judgment (x) unconditionally releases the indemnified parties from all liability, (y) does not adversely affect the rights of the indemnified parties, or (z) does not require any payment or any admission of fault by any indemnified party; and (iii) all reasonable information and assistance to settle or defend any such Claim. The failure of an indemnified party to comply with the foregoing requirements shall not relieve the indemnifying party of its obligations under this Section except to the extent the indemnifying party is prejudiced by such failure.
- d. Exceptions. CoreView shall have no liability for any IP Claim based on (i) the unauthorized modification of the CoreView Community Platform, (ii) use of the CoreView Community Platform other than in accordance with the provided Documentation and these Terms, or (iii) Client Data.
- e. Sole Remedy. THIS SECTION 5 STATES THE ENTIRE LIABILITY OF COREVIEW AND ITS AFFILIATES TO CLIENT OR ANY THIRD PARTY WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHTS.

6. CONFIDENTIALITY

- a. Confidential Information Defined. “Confidential Information” means all non-public or proprietary information and material of a technical, economic, financial or business nature, whether or not reduced to writing or other tangible form and whether or not marked as “confidential” or “proprietary”, including without limitation trade secrets and other information concerning the business affairs of the disclosing party, compositions, data, designs, drawings, formulae, graphs, inventions, ideas, know-how, models, photographs, processes, product prototypes and specifications; current and anticipated customer requirements; customer lists, price lists, and supplier lists; past, current and planned research and development; past, current and planned manufacturing, development, marketing or distribution strategies, methods and processes; market studies; business plans; computer software and programs (including object code and source code); and database technologies, systems, structures and architectures; and any other information, howsoever documented, that may be disclosed by the parties during the Term. Confidential Information of Client shall include the Client Data and any information or documentation provided by Client to CoreView. Confidential Information does not include information which (a) was in the public domain at the time it was disclosed or becomes in the public domain through no fault of the receiver or the receiver’s affiliates or their respective employees, directors, officers, agents, subcontractors and other representatives (collectively, the “**Representatives**”); (b) can be shown by written documentation to have been known to the receiver, without restriction or obligations of confidentiality, at the time of disclosure; (c) was independently developed by the receiver without any use of or reference to the discloser’s Confidential Information, as can be proven by documentary evidence; or (d) becomes known to the receiver, without restriction, from a source other than the discloser without breach of any confidentiality agreement and otherwise not in violation of the discloser’s rights; provided, that none of the foregoing exceptions shall apply to the Client Data.
- b. Nondisclosure of Confidential Information. Each party will hold the other party’s Confidential Information in strict confidence and treat the Confidential Information of the other party in a confidential manner with

the same degree of care as such party treats its own proprietary information of like importance, which will be no less than a reasonable degree of care. Each party may disclose the other party's Confidential Information to its Representatives who have a "need-to-know" such Confidential Information in order to carry out these Terms, and only if such persons are, prior to disclosure, advised of the confidential nature of the disclosure and are bound by written agreement or by legally enforceable code of professional responsibility to protect against the disclosure of the Confidential Information. Each party will be responsible for the acts and omissions of its Representatives. This Section will not prohibit disclosure of Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, the receiver (i) will furnish prompt notice thereof to enable the discloser to seek a protective order or otherwise prevent such disclosure, (ii) reasonably cooperate with the discloser in the event the discloser seeks to obtain a protective order or similar remedy to cause such Confidential Information not to be disclosed, and (iii) use commercially reasonable efforts to limit disclosure to only that portion that the receiver is legally required to disclose and otherwise obtain confidential treatment or a protective order for such disclosure.

- c. Remedies. The parties agree that each party shall be entitled to seek equitable relief to protect its interests under this Section, including preliminary and permanent injunctive relief, as well as money damages. Nothing stated herein shall be construed to limit any other remedies available to the parties for breach of this Section.

7. TERMINATION

- a. Term. These Terms. And Client's right to access and use the CoreView Community Platform, will commence on the Effective Date and continue in full force and effect until the earlier of notice by CoreView of its intent to terminate these Terms or termination under subsection (b) below.
- b. Termination for Cause. These Terms may be terminated by a party if the other party commits any material breach of these Terms which is not remedied within thirty (30) days of notice of such breach to the breaching party.

- c. Termination. CoreView may discontinue providing the Services and/or access to the CoreView Community Platform at any time upon ten (10) days prior written notice.
- d. Effect of Termination. Upon the termination of these Terms: (a) except as expressly provided in this Section, all rights and obligations of the parties hereunder will immediately terminate; (b) each party will return or destroy all copies of the Confidential Information of the other party in its possession or under its control (except each party may retain all copies of Confidential Information that are embedded in archival backups or if required by law); (c) CoreView shall cease providing access to the CoreView Community Platform and the Services; (d) without limiting either party's indemnification obligations herein, each party's obligation to pay all amounts due to the other party (if any) that have accrued prior to termination will not be affected. CoreView will retain Client Data for up to ninety (90) days after termination of these Terms (the "**Data Retention Period**"). During the Data Retention Period, Client may download a copy of the Client Data at no additional charge. Following the earlier of (i) expiration of the Data Retention Period, (ii) the date upon which Client retrieves Data, or (iii) Client confirms it will not download its Data, CoreView shall delete the Data from any systems on which Data is present without further notice to Client.
- e. Survival. The provisions of these Terms, which by their nature survive expiration or termination of these Terms, shall survive.

8. LIMITATION OF LIABILITY

- a. Exclusion. IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOSS OF OR DAMAGE TO DATA, LOSS OF PROFITS, OR OTHER ECONOMIC LOSS, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH CLAIM.
- b. Limitation. The aggregate and cumulative liability of either party to the other for direct damages arising out of or relating to these Terms shall not exceed the greater of \$10,000 or the amount of fees paid by Client

to CoreView for use of the CoreView Community Platform during the twelve (12) months immediately preceding the applicable claim.

- c. Exceptions. The foregoing exclusions and limitations do not apply to either party's obligations under Section 5 (Fees, Payment), Section 6 (Indemnification), Section 8 (Confidentiality) or claims resulting from death or personal injury or gross negligence or fraud.

9. OWNERSHIP

CoreView reserves all rights not expressly granted to Client in these Terms. Without limiting the generality of the foregoing, Client acknowledges and agrees that any implementation, customization, configuration or deployment of the CoreView Community Platform for Client shall not affect or diminish CoreView's rights, title, and interest in and to the CoreView Community Platform. As between the parties, CoreView and its licensors and suppliers retain all worldwide right, title and interest in and to the Software and the CoreView Community Platform, including all worldwide intellectual property rights therein, and derivative works and enhancements thereof. If Client suggests any new features, functionality, or improvements to the CoreView Community Platform ("**Feedback**"), Client acknowledges that all Feedback and products or services incorporating such Feedback are the sole and exclusive property of CoreView, and Client hereby irrevocably assigns to CoreView all intellectual property rights and all other rights and title to such Feedback.

10. GENERAL TERMS

- a. CoreView Community Platform Updates. Client acknowledges and agrees that CoreView may from time to time update and make changes to the CoreView Community Platform without changing any core functionality to (i) fulfill market needs and demand, or (ii) due to changes of Client's Data availability from Microsoft or (iii) due to changes in applicable law.
- b. Non-Solicitation. During the term of these Terms, and for a period of twelve (12) months thereafter, neither party will directly for itself, or indirectly by, through, or for others, solicit for employment or attempt to employ any person that is involved in the performance of these Terms; provided, however, the foregoing will not (i) preclude a party from hiring personnel that respond to advertising or job postings directed at the general public or submit unsolicited resumes, (ii) prohibit a general non-targeted solicitation of employment in the ordinary course

of business, or (iii) prevent either party from employing any employee who contacts such party at his or her own initiative without any direct or indirect solicitation by or encouragement from such party.

- c. Interpretation. All headings in these Terms are included solely for convenience, and shall not affect its interpretation. If any provision of these Terms is determined by a court of competent jurisdiction to be invalid or unenforceable as drafted, that provision shall be severed and the enforceability of other provisions shall not be affected.
- d. Waiver. The failure by a party to exercise any right or remedy hereunder will not operate as further waiver of such right or remedy in the future or any other right or remedy. No waiver of any default, condition or breach of these Terms shall be deemed to imply or constitute a waiver of any other default, condition or breach of these Terms, whether of a similar nature or otherwise.
- e. Counterparts. These Terms may be executed in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. These Terms, together with the applicable Order Form, constitutes the entire agreement between the parties concerning its subject matter and supersedes any prior or separate agreements, oral and written, between the parties concerning the subject matter of these Terms, and supersedes the terms of any Client purchase order, and such terms are rejected by the parties.
- f. Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, it or its supplier(s) is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including, but not limited to, acts of God, power outages, or failures of the Internet, provided that the party affected by such event will immediately begin or resume performance as soon as practicable after the event has abated. This clause only applies if: (i) the Claiming Party could not have avoided the effect of the Force Majeure Event by taking precautions that, having regard to all matters known to it before the occurrence of the Force Majeure Event, it ought reasonably to have taken but did not take; and (ii) the Claiming Party has used all reasonable endeavours to mitigate the effect of the Force Majeure Event

and to carry out its obligations under these Terms in any other way that is reasonably practicable.

- g. Governing Law. The interpretation of these Terms shall be governed by the laws of the State of New York, USA, without regard to its conflict of laws principles. The United Nations Convention for the International Sale of Goods is excluded. The parties agree that any dispute arising from or relating to the subject matter of these Terms shall be governed by the exclusive jurisdiction and venue of the state and federal courts in County of New York, USA.
- h. Amendments. These Terms may be modified or amended only by a written agreement signed by both parties.
- i. Notices. All notices under these Terms will be in writing and mailed, or delivered (including by email) to each party at the address set forth in the applicable Order Form (as it may be modified by the recipient by notice to the other). All such notices will be effective upon delivery, but when emailed, such notices will be effective only upon confirmation of receipt.
- j. Publicity. Client agrees that CoreView may include identification of Client as a customer on CoreView's website, provided that the identification of Client is no more prominent than the identification of CoreView's other customers and is otherwise consistent with CoreView's practice of identifying its customers on CoreView's website at the time. Except as otherwise provided herein, each party agrees to submit to the other party all press releases and other publicity matters or materials relating to these Terms, or mentioning or implying the trade names, logos, trademarks or service marks of the other party, and each party further agrees not to publish or use such press releases or publicity matters or materials, without the other party's prior written consent except to the extent that a party determines that a disclosure is required by applicable law.
- k. Entire Agreement. These Terms constitute the entire agreement between the parties concerning its subject matter and supersede any prior or separate agreements between the parties concerning the subject matter of these Terms, and supersede the terms of any Client purchase order, and such terms are rejected by the parties.