

ENDECA TECHNOLOGIES, INC.

MASTER END-USER SOFTWARE LICENSE, SUPPORT AND SERVICES AGREEMENT

This Master End-User Software License, Support and Services Agreement, and all appendixes attached hereto, (the "License Agreement" or "Agreement") is entered into by and between you (either an individual or a single entity) ("Customer" or "You") and Endeca Technologies, Inc., a Delaware corporation, having its principal place of business at 101 Main Street, Cambridge, Massachusetts 02142 ("Endeca") for the Endeca Software as set forth in an Order Form, which includes computer software and may include associated media, printed materials and electronic documentation, Software Support Services and Professional Services.

In consideration of the mutual promises contained herein, Customer agrees as follows:

1. **Definitions.** In this Agreement and the appendixes to this Agreement, the terms set forth below shall have the following meaning:

1.1. "**Application**" means the use of the Software for which Customer is permitted under the license as set forth in an Order Form.

1.2. "**Confidential Information**" means (a) a party's business plans, personally identifiable customer information, technology, and other information whether written, oral, recorded on tapes or in any other media or format; or (b) any Software or Documentation provided to Customer by Endeca; or (c) any Customer Materials or other personally identifiable information of Customers' customers, provided by or made available to Endeca by Customer in the course of this Agreement.

1.3. "**Customer Materials**" means software, equipment, specifications, data, or other material proprietary to Customer and provided to Endeca for provision of the Services.

1.4. "**Documentation**" means the manuals and software documentation provided to Customer by Endeca with the Software.

1.5. "**Endeca Technology**" means Endeca's technology used to provide Services to Customer, including without limitation software tools, hardware designs, algorithms, software, architecture, class libraries, objects and documentation, network designs, know-how, trade secrets and any related Intellectual Property Rights (whether owned by Endeca or licensed to Endeca from a third party) and derivatives, improvements, enhancements or extensions during or after this Agreement by or for Endeca whether or not in connection with the Services provided to Customer.

1.6. "**Intellectual Property Rights**" means any patent, copyright, trademark, trade secret, trade dress, inventions, discoveries, technology, know-how, confidential and proprietary information, or other intellectual or industrial property rights or proprietary rights arising under the laws of any jurisdiction.

1.7. "**Licensed Materials**" means the Software and Documentation, collectively.

1.8. "**Order Form**" means one (1) or more order form(s) attached to and subject to this Agreement that are executed by the parties for purchase or license of products and/or services provided by Endeca to Customer.

1.9. "**Professional Services**" means installation, integration, configuration, consulting, and/or other computer related professional services performed by Endeca for Customer pursuant to an Order Form and described in a Statement of Work.

1.10. "**Services**" means Professional Services and Software Support Services, collectively.

1.11. "**Software**" or "**Licensed Software**" means Endeca's software set out on the Order Form, including the User Interface Source Code Software and machine readable object code software ("Object Code Software").

1.12. "**Specifications**" means technical and functional specifications that the Work Product (as defined in Appendix 1) resulting from the Professional Services will meet as described in the applicable Statement of Work.

1.13. "**Software Support Services**" means the support and maintenance services provided to Customer as described in Appendix 2, attached hereto and incorporated herein by reference.

1.14. “Training Services” means training services performed by Endeca for Customer pursuant to an Order Form and described in a Training Credit Purchase Agreement attached thereto.

1.15. “User Interface Source Code Software” means that portion of the Software provided in source code format that defines the parameters and configuration of the user interface for a customer application but not source code format for Endeca standard tools, such as Endeca Management Studio.

2. **Software License.**

2.1. Grant. Upon (i) Customer agreeing to the terms and conditions of this Agreement by clicking “I Agree” below; (ii) the execution by the parties of an Order Form to this Agreement and (iii) subject to payment by Customer of the license fee set forth in such Order Form and compliance with the terms and conditions of this Agreement, Endeca hereby grants to Customer a limited, non-exclusive, non-transferable, limited license, without the right to sublicense (a) to install and use the Licensed Materials as described in the Order Form, and (b) to modify the User Interface Source Code Software and to use such modified software in accordance with the terms and conditions set forth herein. This is a license agreement and not an agreement for sale. All rights not specifically granted are reserved to Endeca.

2.2. Restrictions on Use. Customer shall not, and shall not permit any third party to (i) modify or otherwise create any derivative work of any part of the Licensed Materials, except for the User Interface Source Code Software, (ii) permit any parent, subsidiaries, affiliated entities or third parties to use the Licensed Materials for any purpose, including but not limited to third-party training, commercial time-sharing or service bureau use, other than to provide services solely related to Customer’s exercise of its license rights hereunder, (iii) sell, license, sublicense, distribute, assign or otherwise transfer to a third party the Licensed Materials or any copy thereof, in whole or in part, without Endeca’s prior written consent or (iv) use the Software outside the scope of use set forth in the applicable Order Form. Endeca shall have the right, for purposes of verification of Customer’s compliance with this Agreement, to audit Customer’s use of the Software, by conducting on-site audits of Customer’s system(s) during regular business hours. Endeca shall notify Customer in advance of any on-site audit and Customer shall provide reasonable cooperation to Endeca in connection with such audit.

2.3. Copies. Customer may copy the Software solely as necessary to carry out the license rights in Section 2.1, including copies necessary for back-up, archival and development server use. Any copies of the Licensed Materials made by Customer are the exclusive property of Endeca.

2.4. No Reverse Engineering. Customer shall have no rights to any source code for the Object Code Software. Customer agrees that it shall not cause or permit the disassembly, decompilation or reverse engineering of the Object Code Software or otherwise attempt to gain access to the source code to the Object Code Software. If applicable law requires access to such source code for some purpose, such as interoperability with other software, and Customer desires access for that required purpose, Customer shall notify Endeca, and Endeca shall have the option, in its discretion, to (i) perform the work to derive any required information at Endeca’s usual consulting rate, or (ii) allow Customer access to the source code of the Object Code Software solely for the legally required purpose.

2.5. Reservation of Rights. Endeca reserves all rights not otherwise expressly granted in this Section 2.

3. **Delivery of Software.** Endeca shall deliver electronically to Customer one (1) copy of the latest release of the Software made generally available by Endeca promptly after the applicable Order Form is executed by the parties (unless otherwise specified therein) and Customer agreeing to the terms and conditions of this Agreement by clicking “I Agree” below.

4. **Services.**

4.1. Professional Services. Endeca or its designee shall supply Professional Services, such as installation, integration, configuration, and/or consulting services, if and as specified in an Order Form and SOW (as defined in Appendix 1). Such professional services are subject to this Agreement, including the additional terms set forth on Appendix 1.

4.2. Software Support Services. Upon the purchase of a license to use the Software, Customer shall purchase maintenance and support services for the Software as described in Appendix 2 to this Agreement.

5. **Payment of Fees; Taxes.**

5.1. Payment of Fees. In consideration for the license granted by Endeca hereunder and provision of the Services, Customer shall pay Endeca the fees in the amounts and in the manner set forth in the Order Form. Any amounts not paid when due shall accrue interest at the lesser of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less. Unless otherwise stated in the Order Form, all Service Fees are exclusive of out-of-pocket expenses. All fees referenced under this Agreement shall be shown, invoiced and payable in U.S. Dollars, unless otherwise expressly indicated on the applicable Order Form.

5.2. Taxes. Fees do not include sales, use, value added, duties or other excise tax. Customer shall pay or (if paid by Endeca) reimburse Endeca for all such taxes based on this Agreement or fees payable hereunder (but not any taxes based upon Endeca's gross revenues or net income), together with any interest on such taxes if not due to Endeca's delay. Customer agrees to hold Endeca harmless from all claims and liability arising from Customer's failure to report or pay any such taxes, duties or assessments.

6. **Protection of the Licensed Materials.**

6.1 Ownership. Customer acknowledges and agrees that Endeca or its licensors own and shall retain all proprietary rights, including all title, patent, copyright, trade secret, trademark and other intellectual property rights, in and to the Licensed Materials and Endeca Technology and any enhancements, updates or other modifications thereto made by any entity. Customer agrees any updates, patches, bug fixes, workarounds, upgrades and enhancements to the Licensed Materials furnished in connection with any Software Support Services shall be the sole and exclusive property of Endeca, subject to use by Customer in accordance with the terms and conditions of this Agreement. Customer acknowledges that the license granted under this Agreement does not provide Customer with title to or ownership of the Licensed Materials or Endeca Technology, but only a right of limited use under the terms and conditions of this Agreement.

6.2 Proprietary Markings. Customer shall not alter, remove or conceal any government restricted rights notice or any copyright, trademark, trade name or other proprietary marking or notice that may appear in or on the Licensed Materials and shall reproduce all such markings and notices in or on all copies of the Licensed Materials made by Customer as authorized in Section 2.3.

7. **Limited Warranty and Disclaimer.**

7.1. Scope of Warranty. Endeca warrants that, for a period of ninety (90) days following the first delivery of the Software to Customer (the "Warranty Period"), Endeca will use commercially reasonable efforts to resolve programming errors in the Software to make the Software function in material conformity with the Documentation. Endeca does not warrant that the Software will be error free or that all errors can be remedied. The foregoing shall be Endeca's entire liability and Customer's sole and exclusive remedy under this warranty. This remedy is available only if (i) Customer promptly notifies Endeca in writing upon discovery of the non-conformity, within the Warranty Period and (ii) Customer provides reasonable amount(s) of relevant information to permit Endeca to duplicate the conditions that gave rise to the non-conformity so that Endeca is able to confirm that such non-conformity exists. This limited warranty shall not apply if the Software has been (i) altered or modified other than by Endeca; (ii) subjected to negligence, or computer or electrical malfunction; or (iii) used, adjusted, installed, or operated other than in accordance with the Documentation, instructions furnished by Endeca or with an application or in an environment other than that intended or recommended by Endeca. Replacement of Software, or modifications, updates, releases and enhancements delivered to Customer pursuant to Software Support Services shall not extend the duration of the Warranty Period

7.2. Disclaimer of Any Other Warranties. EXCEPT FOR THE EXPRESS, LIMITED WARRANTY PROVIDED IN THIS SECTION AND IN APPENDIX 1, ENDECA MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS, SERVICES, OR ENDECA TECHNOLOGY AND ENDECA DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. ENDECA SPECIFICALLY DOES NOT WARRANT THAT THE LICENSED MATERIALS SHALL MEET ALL OF CUSTOMER'S REQUIREMENTS OR SHALL OPERATE IN ALL COMBINATIONS WHICH MAY BE SELECTED FOR USE BY CUSTOMER; THAT THE OPERATION OF THE LICENSED MATERIALS SHALL BE ERROR-FREE OR

UNINTERRUPTED; OR THAT ALL ERRORS OR DEFECTS IN THE LICENSED MATERIALS SHALL BE CORRECTED.

8. Confidential Information.

8.1. Confidential Information. Each party ("Recipient") acknowledges that in the course of performing under this Agreement it may have access to certain Confidential Information of the other party ("Disclosing Party").

8.2. Duties. Recipient shall maintain the Confidential Information as confidential, and will not use it in any way, for itself or for any third party, except as required to achieve the purposes of this Agreement, nor disclose to any third party (except to Recipient's employees, consultants, contractors, attorneys, accountants and other advisors (collectively, "Representatives") who have a need to know such Confidential Information for purposes of Recipient's performance of its obligations under this Agreement and who have been informed of and are obligated to comply with the confidential nature of such information and of the terms of this Agreement). Recipient shall be responsible for any breach of this Agreement by any of its Representatives, and agrees, at its sole expense, to take reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of any of Disclosing Party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information, but in no case less than reasonable care.

8.3. Exceptions. The obligations of the Recipient specified above shall not apply to the extent any Confidential Information (i) is known to Recipient prior to receipt from Disclosing Party other than as a result of Recipient's breach of any legal obligation; (ii) becomes known (independently of disclosure by Disclosing Party) to Recipient directly or indirectly from a source having the legal right to disclose such Confidential Information; (iii) is or becomes publicly known, except through a breach of this Agreement by Recipient; or (iv) is required to be disclosed by Recipient to comply with applicable laws or governmental regulations, provided that Recipient gives Disclosing Party reasonable prior written notice of such disclosure sufficient to permit Disclosing Party to contest such disclosure and Recipient takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

8.4. Ownership of Proprietary Information. Disclosing Party is and shall remain the exclusive owner of Confidential Information.

9. Indemnification.

9.1. Indemnification Obligation. Each party (the "Indemnifying Party") will indemnify, defend and hold harmless the other party and its officers, directors, employees, and agents (collectively, the "Indemnified Party") from and against any and all claims, demands, costs, damages, settlements, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "Losses") of any kind whatsoever, directly and to the extent arising out of any third party claim, suit, action, or proceeding (each, an "Action") that, in the case where Customer is the Indemnifying Party, any Customer Materials, or in the case where Endeca is the Indemnifying Party, the Licensed Materials (in either case, the "Indemnified Material"), provided hereunder to the Indemnified Party or any portion thereof, or the Indemnified Party's exercise of its rights under this Agreement with respect to the Indemnified Material in accordance with the Agreement, infringe on the Intellectual Property Rights of any third party or constitute a misappropriation of the trade secrets of a third party.

9.2. Notice; Control. The Indemnifying Party's indemnification obligations above shall be conditioned upon: (i) the Indemnified Party providing the Indemnifying Party with prompt written notice of the existence of any Action; (ii) the Indemnifying Party having, at its option, sole control and authority the defense or settlement of such Action; and (iii) the Indemnified Party cooperating fully with the Indemnifying Party, at the Indemnified Party's sole cost and expense, in the defense of any Action. The Indemnifying Party shall not accept any settlement which imposes liability not covered by these indemnifications or places restrictions on the Indemnified Party without the Indemnified Party's prior written consent, which consent shall not be unreasonably withheld or delayed. The Indemnified Party may participate in the defense of any claim through its own counsel, and at its own expense.

9.3. Remedy. In the event that any Indemnified Material is held in a suit or proceeding to infringe any Intellectual Property Rights of a third party (or constitute the misappropriation of a trade secret of a third party) and the use of such

Indemnified Material is enjoined, or, in the case where Customer Materials are the Indemnified Material, Customer, or, in the case where the Licensed Materials are the Indemnified Material, Endeca, reasonably believes that the Indemnified Material is likely to be found to infringe or constitute a misappropriation, or likely to be enjoined, then, Customer or Endeca, as the case may be, shall at its sole cost and expense and at its option, either (i) procure for the other party the right to continue using such Indemnified Material in accordance with this Agreement, (ii) modify such Indemnified Material so that it becomes non-infringing or no longer constitutes a misappropriation, without affecting the basic functionality of such Indemnified Material; provided, however, that if (i) and (ii) are not reasonably practicable in the Indemnifying Party's reasonable discretion, the Indemnifying Party shall have the right, in its sole discretion, to terminate this Agreement with respect to such Indemnified Material by giving the other party thirty (30) days prior written notice. In case of termination by Endeca, Customer's sole remedy shall be a refund of pre-paid License Fees and Service Fees depreciated on a straightline basis over an assumed five-year life.

9.4. Exclusion. The Indemnifying Party shall have no obligation for any claim of infringement arising from: (a) use of the Indemnified Materials in conjunction with any data, equipment or software not provided by the Indemnifying Party, where the Indemnified Materials would not themselves be infringing or otherwise the subject of the claim, (b) use of the Indemnified Materials in a manner not described in this Agreement or in any documentation supplied to the Indemnified Party where the Indemnified Materials would not themselves be infringing or otherwise the subject of the claim but for such use; (c) any modification to the Indemnified Materials not made or authorized by Indemnifying Party where the Indemnified Materials would not themselves be infringing or otherwise the subject of the claim but for such modification; (d) use of the Indemnified Materials in any unlawful, improper or inappropriate manner or for any unlawful purpose where the Indemnified Materials would not themselves be infringing or otherwise the subject of the claim but for such use; (e) the Indemnified Party's continued use of a version of the Indemnified Materials other than the most recently released version provided to the Indemnified Party, where such infringement would not have occurred if such most recently released version had been used; or (f) any claim of infringement of any Intellectual Property Right owned by the Indemnified Party or

any Affiliate of the Indemnified Party. Moreover, the obligations set forth in this Section 9 are contingent upon prompt written notice to the Indemnifying Party of any third party claim, action or demand.

9.5. Sole Remedy and Entire Liability. This Section 9 states the Indemnified Party's sole remedy and the Indemnifying Party's entire liability for any loss and damages whatsoever arising out of or relating to the infringement of any copyright, patent, trade secret or other intellectual property rights of any third party.

10. Limitations of Liability.

10.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ENDECA'S TOTAL LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE WITH RESPECT TO THE LICENSED MATERIALS, SOFTWARE SUPPORT SERVICES, PROFESSIONAL SERVICES AND ANY OTHER MATERIALS OR SERVICES PROVIDED HEREUNDER SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO ENDECA HEREUNDER WITH RESPECT TO SUCH LICENSED MATERIALS AND SOFTWARE SUPPORT SERVICES.

10.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ENDECA BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE OR LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF ENDECA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ACKNOWLEDGES THAT THE AMOUNTS PAYABLE HEREUNDER ARE BASED IN PART ON THESE LIMITATIONS, AND FURTHER AGREES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. Term and Termination.

11.1. Effective Date and Term. This Agreement and the license granted hereunder shall be effective as of the date Customer agrees to the terms and conditions of this Agreement by clicking "I Agree" below ("Effective Date") and shall remain in effect for the term indicated in the applicable effective Order Form, unless terminated in accordance with the provisions set forth in Section 11.2 below.

11.2. Termination. Either party shall have the right to terminate this Agreement and the license granted herein in the event: (i) the other party fails to comply with any of the terms and conditions of this Agreement and such material breach or default has not been cured within thirty (30) days after written notice of such default to the other party; or (ii) the other party terminates or suspends its business, makes an assignment for the benefit of creditors, or has wound up or liquidated, voluntarily or otherwise

11.3. Effect of Termination. The rights and obligations of Endeca and Customer in Sections 4 (for unpaid amounts), 5, 7.2, 8, 10, 11.3, and 12 shall survive termination of this Agreement. In the event of any termination of this Agreement, within five (5) days after such termination, Customer shall: (i) discontinue all use of the Licensed Materials; (ii) erase or destroy any Licensed Materials contained in the computer memory or data storage apparatus under the control of Customer; (iii) return to Endeca or destroy, at Customer's expense, the Licensed Materials, including all copies thereof, and (iv) deliver to Endeca a certification, in writing signed by an officer of Customer, within thirty (30) days of the termination of this Agreement, that the Licensed Materials and all copies thereof have been returned or destroyed, as requested by Endeca, and their use discontinued. On termination, Customer shall pay all amounts that have accrued.

12. General.

12.1. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Customer shall not assign or otherwise transfer this Agreement or any rights or obligations hereunder, in whole or in part, whether by merger, consolidation, sale of assets, operation of law or otherwise, without Endeca's prior written consent, such consent not to be unreasonably withheld or delayed. Endeca may require that (a) Customer stand as guarantor in case of any assignment; or (b) there be no assignment to an entity owned (fully or

partially) by a competitor of Endeca permitted, such to be reasonably determined by Endeca. Any purported transfer, assignment or delegation without such prior written consent will be null and void and of no force or effect.

12.2. Entire Agreement. This Agreement and any fully executed Order Form(s) attached hereto constitute the entire agreement and understanding between the parties relating to the subject matter hereof, and supersedes any and all oral and prior written representations, agreements and understandings between the parties with respect to the matters covered by this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form and its Exhibits, the terms of this Agreement shall control. Customer agrees that it has not entered in this Agreement based on any representations other than those contained herein. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged. Printed terms and conditions on Customer's purchase order shall not apply, even if executed by Endeca before or after the Effective Date of this Agreement. The subject matter of this Agreement is limited to the rights expressly granted herein. The terms of this Agreement shall have no force and effect with respect to any claim based on the use of the Software outside the scope of the license and rights expressly granted herein.

12.3. Delays. Neither Party shall be liable for, or be considered in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions which are beyond such Party's reasonable control and which such Party is unable to overcome by the exercise of reasonable diligence.

12.4. Publicity. Upon signing of this Agreement, Customer grants Endeca the right to add Customer's name and company logo on its customer list and web site and publicly announce that Customer has entered into a formal relationship with Endeca.

12.5. Third Party Products. Third party products supplied under this Agreement are licensed for use solely with the Endeca products licensed to Customer under this Agreement and may not be used on a stand-alone basis or with any other third party products.

12.6 Export; Government Restricted Rights. Customer acknowledges that the export of any Software, technical data or other commodities is or may be subject to export or import control and Customer agrees that any Software, technical data or other commodities or the direct or indirect product thereof will not be exported (or re-exported from a country of installation) directly or indirectly, unless Customer obtains all necessary licenses from the U.S. Department of Commerce or other agency as required by law. In the event that Customer is an agency of the United States Government or that a license granted hereunder is pursuant to a contract with either a defense or civilian agency of the United States Government, Customer hereby acknowledges that the Software licensed hereunder is commercial computer software developed at private expense and provided to Customer subject to restricted rights. Use, duplication, or disclosure of the Software by the United States Government is subject to the restrictions set forth in subparagraph (C)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and the restrictions set forth in subparagraphs (C)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at 48 CFR 52.227-19, as applicable, or in successor provisions, as well as the limitations set forth herein. Manufacturer is Endeca Technologies, Inc., 101 Main Street, Cambridge, Massachusetts 02142.

12.7 No Agency; Independent Contractors. Endeca and Customer are independent contractors, and nothing in this Agreement shall be construed as making them partners or as creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any other obligations, express or implied, in the other party's name or on its behalf.

12.8 Miscellaneous. This Agreement shall in all respects be governed by, interpreted and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflicts of laws principles. The parties hereby agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the federal and state courts within Suffolk County, Massachusetts. The parties hereby consent to, and waive defenses of, the personal and exclusive jurisdiction and venue of these courts. If any of the provisions of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable

under any applicable statute or rule of law, such provision shall, to that extent, be deemed omitted, and the remaining portions of this Agreement shall remain in full force and effect. The waiver of one breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default. All notices permitted or required under this Agreement shall be in writing or other form of notice as agreed between the parties from time to time and shall be delivered in person or mailed by first class, registered or certified mail, postage prepaid, or by reputable overnight carrier, to the address of the party as it may specify in writing. Such notice shall be deemed to have been given upon receipt. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. The headings are for convenience and shall not be used to construe this Agreement.

Customer hereby acknowledges that it has read and understands this Agreement and appendixes attached hereto agree to all such terms and conditions.

PROFESSIONAL SERVICES

1. Services.

1.1 Endeca will provide the Professional Services pursuant to Order Form(s) and/or statement(s) of work executed by the parties and referencing the License Agreement (any statement of work describing professional services purchased by Customer shall be attached to an Order Form listing the professional services purchased by Customer and referred to in this Appendix as a "Statement of Work" or "SOW"). Each such Statement of Work shall set forth the scope of Professional Services, the deliverables, site of the Professional Services, additional responsibilities of the parties and fees with respect to the applicable Professional Services engagement. The Services shall be performed by Endeca substantially as set forth therein.

1.2 The Professional Services do not include maintenance and/or support services for any deliverables or Work Product (as defined below), including software developed and delivered by Endeca as part of the Professional Services. Customer may separately purchase from Endeca maintenance and/or support services for such deliverables or Work Product at Endeca's then prevailing rates.

2. Change Requests. Either party may request a change to a Statement of Work, and for such purpose shall submit to the other party a written notice ("Change Request") setting forth the requested change and the reason for such request. Within five (5) business days (or such other period of time as agreed by the parties) after the receipt of such Change Request, the parties shall discuss the necessity, desirability and/or acceptability of the Change Request. When and if both parties have agreed in writing upon the changes, and any resulting change in the estimated fees for the project, the parties shall complete and execute a Change Order.

3. Fees and Expenses.

3.1 Fees for Services. Customer shall pay to Endeca the fees set forth in the SOW(s) for the Professional Services. Unless explicitly stated otherwise in writing in an SOW, all such listed Professional Services fees are estimates only and assume Endeca's current prevailing rates. Professional Services will be invoiced on a monthly basis and are billed on a time and materials basis at

Endeca's then current prevailing rates for the Services at the time rendered. All fees shall be shown, invoiced and paid in United States Dollars, unless otherwise stated in the applicable Statement of Work.

3.2 Expenses. Any out-of-pocket expenses incurred by Endeca in connection with the performance of the Professional Services shall be invoiced on a monthly basis as they are incurred and shall be due and payable upon invoice. Out-of-pocket expenses shall mean documented expenses incurred in connection with the performance of the Professional Services under this Agreement, including, but not without limitation travel, meals and lodging expenses, in the event the Professional Services are to be performed at a location other than the office of Endeca. All travel by Endeca staff shall be in accordance with Endeca's then-current standard policies governing travel and business expenses.

4. Suspension or Termination of Services. Either party may terminate a particular Professional Services engagement reflected in an SOW, at any time, on thirty (30) days prior written notice, which notice shall specify the exact date of termination, or on ten (10) days prior written notice in the event of a breach by the other party that is not cured within such ten (10) day period. In the event of such a suspension or termination, Customer shall continue to be obligated to pay all Services fees due for Professional Services rendered prior to such suspension or termination. Termination of a particular Professional Services engagement shall not (i) affect a license or Software Support Services; or (ii) limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer of its obligation to pay all fees that have accrued or are otherwise owed by Customer.

5. Access to Customer's Property and Computers. Customer agrees to provide Endeca access to Customer's computer via remote data communications and by visits to Customer's site as reasonably required to perform the Professional Services. All supplies, information and computer resources, including software licenses (other than software supplied by Endeca), required to perform the Professional Services shall be provided to Endeca at Customer's expense.

6. **License; Ownership.**

6.1 Customer will have a non-exclusive, non-transferable license to use product, programs, interfaces, modifications to programs, reports and documentation developed by Endeca in the performance of Professional Services and delivered to Customer (collectively "Work Product"), upon Customer's payment in full of all amounts due hereunder, solely in conjunction with, and consistent in scope with, Customer's permitted use of Software under this Agreement.

6.2 To the extent that any work product, programs, interfaces, modifications to programs, reports and documentation developed by Endeca in the performance of Professional Services under this Agreement, and which are delivered to Customer by Endeca, comprise source code, then upon Customer's payment in full of all amounts due hereunder, Customer shall have a limited license to copy and to modify such source code, and to compile such source code into object code, but solely in connection with, and only to the extent necessary for, Customer's maintenance and support of the deliverables hereunder and for no other purpose. The license grant in this Section 6.2 is subject to any limitations set forth in subsection 6.1 above.

6.3 Endeca retains all right, title, interest and ownership of all information, Software, Endeca Technology and other property owned by it prior to this Agreement or which it develops independently of this Agreement and all work product received, compiled or developed by Endeca in the performance of this Agreement. All such information shall be treated as confidential information of Endeca in accordance with the License Agreement. Endeca may utilize any and all methods, computer software, know-how or techniques related to programming and processing of data, developed by it while providing the Professional Services and may incorporate the work product in future releases of any of its software. Customer agrees that all intellectual property rights and all other ownership in any ideas, modifications, or suggestions it proposes, creates, or authors relating to the Software ("Suggestions") are hereby assigned to Endeca and shall be the sole and exclusive property of Endeca. Endeca will have sole discretion as to whether and how to implement any such Suggestions into the Software.

7. **Limited Warranty.** Endeca warrants that the Professional Services will be (i) provided in a good and workmanlike manner, subject to the instructions provided by Customer, and (ii) substantially in

accordance with the relevant Statement of Work applicable to such Professional Services. Endeca warrants that for a period of ten (10) days following delivery of the Work Product to Customer, Endeca will use commercially reasonable efforts to resolve errors in the Work Product to make the Work Product function in material conformity with the Specifications. Endeca does not warrant that the Work Product will be error free or that all errors can be remedied. The foregoing shall be Endeca's entire liability and Customer's sole and exclusive remedy under this warranty. EXCEPT FOR THE EXPRESS, LIMITED WARRANTY PROVIDED IN THIS SECTION, ENDECA MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO WORK PRODUCT OR ENDECA TECHNOLOGY AND ENDECA DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

8. **Staffing.** Each party shall be responsible for the supervision and general control of its own staff. Endeca shall have sole discretion regarding staffing for the Professional Services, including the assignment or reassignment of its Professional Services personnel. In addition, Endeca may, at Endeca's sole responsibility, retain one (1) or more sub-contractors to provide all or a portion of the Services. Customer shall provide at least one (1) mutually acceptable contact person to communicate all product development-related activities, and matters concerning the Professional Services, to Endeca.

9. **Non-Solicitation.** Each party agrees any individual who has received Confidential Information of the other party shall not intentionally solicit for employment the employees or contractors of the other party who are directly involved in the performance of this Agreement or any Statement of Work hereunder for a period of twelve (12) months following such person's last involvement in the performance of this Agreement or any Statement of Work hereunder. Both parties acknowledge that (i) any newspaper or other public solicitation not directed specifically to such person shall not be deemed to be a solicitation for purposes of this provision, and (ii) this provision is not intended to limit the mobility of either party's employees or contractors.

SOFTWARE SUPPORT SERVICES

Software Support Services. During the term of the Agreement, if made generally available by Endeca to its customers at the time, Customer may elect to purchase, on an annual basis, one of the then-available support options offered by Endeca as set forth herein by executing an Order Form to this Agreement indicating its selection and paying the Software Support Service fee set forth therein. At the end of any Software Support Service term, unless Endeca provides ninety (90) days' prior written notice of non-renewal or Customer provides thirty (30) days' prior written notice of non-renewal, any then-available Software Support Services shall automatically renew on an annual basis for successive twelve (12) month terms at Endeca's then-current applicable fees (unless otherwise agreed upon in writing by the parties). All such Software Support Services, including any renewal thereof, will be provided in accordance with the then current applicable support option description set forth herein, subject to the terms and conditions set forth herein. Customer assumes all risks arising from Customer's failure to implement Updates, Upgrades and any other corrections released by Endeca. Endeca shall in no event be required to perform any on-site Software Support Services.

Software Support Service Fees. Software Support Services fees for any Software Support Service option selected by Customer shall be as specified in the then-current applicable Order Form. Unless otherwise stated therein, such Software Support Services Fees shall be invoiced upon execution by the parties of such Order Form and shall be due and payable upon such execution. If Customer elects not to renew Software Support Services at the end of a Software Support Service term and wishes to reinstate such Software Support Services at a later date, Customer may do so, if generally available, by paying the then-current applicable Software Support Service fee and all lapsed Software Support Service fees which would have been due had no interruption in Software Support Services occurred.

Subject to payment of fees, Endeca shall provide the following Software Support Services for the Endeca software licensed by Customer ("Software"):

1. Core Support. Endeca will provide reasonable telephone and email support for problem determination and resolution during Endeca's normal working hours of 9:00 a.m. to 6:00 p.m. (business hours), Monday through Friday (excluding major holidays and Endeca recognized holidays) (business days), Eastern Standard Time for problems arising either during software development or production deployments with the Licensed Software involving Endeca technology ("Core Support"). Core Support includes the following benefits:
 - 24/7 web-based case reporting
 - Phone access to experienced support engineers during local business hours
 - Access to the Knowledge Base and Endeca User community
 - Commitment to fast response and case resolution
 - Quarterly Technical Newsletters
 - One (1) support contact
 - Yearly Query Performance Assessment on one (1) Application

2. Principal Support. If Customer has elected Principal support, as indicated on the applicable Order Form between Endeca and Customer, Endeca will provide reasonable telephone support for emergency operational problem determination and resolution twenty-four (24) hours a day, seven (7) days a week ("Emergency Support"). For telephone assistance, Endeca may require the Customer to provide follow on written description of the problem and other reasonable information necessary to identify and resolve the problem. Principal Support includes the following benefits:
 - All the benefits of Core Support
 - 24x7 Production Critical Support
 - 24x7 yearly Upgrade Support

- Improved SLA for P1
 - Two (2) Support Contacts
 - Yearly Operational Assessment
3. Enterprise Support. If Customer has elected Enterprise support, as indicated on the applicable Order Form between Endeca and Customer, Endeca will provide reasonable telephone support for emergency operational problem determination and resolution twenty-four (24) hours a day, seven (7) days a week (“Emergency Support”). For telephone assistance, Endeca may require the Customer to provide follow on written description of the problem and other reasonable information necessary to identify and resolve the problem. Enterprise Support includes the following benefits:
- All the benefits of Principal Support
 - 24x7 Product Support
 - Priority Case Queuing and Escalation
 - Improved SLA on P1 and P2
 - Quarterly Support Status Reports
 - Yearly Adaptive Search Assessment
 - Unlimited Support Contacts
 - Designated Technical Account Manager

4. Support Methods.

4.1. Telephone and email: Endeca maintains a support contact telephone number and email address. Current contact information is attached hereto in Schedule 1. This contact information is subject to change. All changes will be available on Endeca’s Support Web Site.

4.2. Support Web Site: Endeca maintains the Endeca Support Center at the web address set forth in Schedule 1. Support requests may be submitted through a support form on this site.

In addition, for Principal Support and Enterprise Support Customers, the following shall apply for Severity 1 priority issues:

4.3. Principal and Enterprise Support Contact: The numbers set forth in Schedule 1 will trigger a page to the primary Endeca On-Call Support Representative in the event that the call is received outside of normal business hours.

4.4. Principal and Enterprise Support Escalation. In the event that the Primary Support Representative does not respond the emergency page within five (5) minutes of placing the initial call, the Endeca Support Phone System will page the Primary Support Representative two (2) more times within five (5) minute intervals. If after three (3) pages the Primary Support Representative has not responded to the emergency page, the Endeca Support Phone System will escalate the request and page the Secondary Support Representative three (3) times at five (5) minute intervals.

5. Updates and Upgrades. Endeca will, from time to time when and if available, make available to Customer corrections to the Software and minor modifications to existing Software features which Endeca makes available to similarly situated Customers at no additional cost (“Updates”) and may make improvements that provide additional functionality which Endeca makes available to similarly situated Customers at no additional cost (“Upgrades”). Nothing herein shall require Endeca to develop or provide Upgrades or Updates except as necessary to comply with its Error Correction obligations described herein. Update and Upgrades will be treated as Software and subject to the terms of the License Agreement.

6. Error Correction. Endeca will use commercially reasonable efforts to correct reproducible errors in the Software, and to assist Customer in resolving operational issues pertaining to the Customer’s deployment of the Software as provided by Endeca according to the schedule below. Endeca’s obligations under this section shall not include error correction for any software written, provided or modified by Customer.

Priority	Description	Acknowledgement	Status reports	Resolution
Severity 1*	Catastrophic product, module, or operational failures without a viable work around.	Core - One (1) business hour Principal & Enterprise – thirty (30) business minutes	Core – Every three (3) business hours Principal & Enterprise – Every two (2) business hours	One (1) business day
Severity 2**	Substantiated defects that are a serious inconvenience to the end user.	Core & Principal - Four (4) business hours Enterprise – two (2) business hours	One (1) business day	Two (2) business days
Severity 3	All defects that the end user can easily avoid or work around.	Two (2) business days	As applicable	Ten (10) business days

*For Principal and Enterprise customers, these times shall apply seven (7) days a week; Severity 1 classification is only available for production related errors and not development or staging errors.

**For Enterprise customers, these times shall apply seven (7) days a week.

- (A) Acknowledgement consists of an acknowledgement to the Customer, via email or telephone, as to the receipt of the problem as reported and a confirmation of the problem severity. Endeca will begin the process of problem determination and resolution at this point.
- (B) Status Reports consist of regular communications, either via email or phone as to the status of the problem determination and resolution.
- (C) Resolution consists of providing, as appropriate, one of the following to Customer: an existing correction; a new correction; a viable detour, work around or temporary patch and, where the fix is temporary, a plan on how the problem will be finally corrected.

7. Priority Reclassification. Endeca classifies the priority of an error based on input from Customer. If Customer determines that the priority of a previously reported and in-progress issue needs to be reclassified or escalated, Customer may escalate the priority through its Endeca Support Center contact.
8. Services By Designated Parties. Endeca may designate third parties including distributors, OEMs, or VARs to provide any of the Software Support Services identified in this Appendix 2, provided, however, that Endeca shall at all times remain responsible to Customer for the performance of all Software Support Services.
9. On-Site Emergency Support. In critical situations, Customer may request Endeca to provide on-site emergency software support services as a separate and distinct billable service.
10. Customer’s Obligations for Operational Support.

10.1. Contact Person(s). Customer will designate up to two (2) Contact Person(s) (or such other replacement individuals as Customer may designate in writing) who shall be the sole contacts for the coordination and receipt of the Software Support Services set forth in this Agreement. Each Contact Person shall be knowledgeable about the Software. If Endeca is unable to contact any designated Contact

Person after reasonable attempts to do so, and such contact is necessary for performing the Software Support Services, Endeca may delay performance of the services until Endeca is able to contact a designated Contact Person, in which case the times for Resolution set forth above will be adjusted for any such delay.

10.2 Remote Access. For the purpose of problem determination and analysis, Customer will provide, as necessary and at Customer's discretion, Endeca Support personnel with remote access capabilities into Customer's systems running Endeca Software.

10.3. Supporting Data. Customer will provide reasonable supporting data to aid in the identification and resolution of the issue.

10.4. Installation. Customer will be responsible for installing any error correction, Update, and Upgrade.

11. Software Version Support Policy. Endeca releases generally fall into three (3) major categories: major software release (x), minor software releases (x.y) and patch releases (x.y.z)

11.1 Technical Issues. Endeca customer support provides support for the current major release (x) and minor release (x.y) and two (2) previous major releases (x) and minor releases (x.y); provided, however, Endeca will support each major and minor release for no less than eighteen (18) months from release. Endeca Support will use its commercially reasonable efforts to respond to questions regarding unsupported releases but is not responsible for error correction for such versions.

11.2 Defect Correction. Defect correction may be issued on the most recent patch release of the current major and minor releases and two (2) previous major and minor releases. All defect corrections will be provided in the form of a patch release (x.y.z). A patch release will include resolution to the reported defect, as well as incorporating any other defect corrections made since the latest patch release. Any defect corrections delivered to a customer on a particular version will also be applied to any future supported versions.

12. General Escalation. At anytime, if (i) Endeca does not meet the required service levels for a Severity 1 error within the time periods set forth above, or (ii) Customer is not satisfied with the efforts expended or the progress attained with respect thereto, Customer may escalate the matter in the following order:

(1) Manager, Endeca Product Support; then

(2) Director, Endeca Product and Application Technical Support;

The contact information as of the Effective Date for the above escalation contacts is as follows:

Support Contact Information

Telephone

Core Support, Severity 1 and Severity 2 issues: 617.621.4999.

Principal Support and Enterprise Support, Severity 1 issues: 617.577.7999 and 617.621.4999 trigger page during non-business hours.

Email

support@endeca.com

Web Support Center

<https://support.endeca.com>

Escalation Contact Information

Manager, Endeca Product Support: Michael McLoughlin, 617.674.6130,
mmcloughlin@endeca.com

Director, Endeca Product and Application Technical Support: Renee Bochman, 617.674.6020,
rbochman@endeca.com