Luminoso Technologies, Inc
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Carahsoft Rider to Manufacturer End User License Agreements
(for U.S. Government End Users)

1. **Scope.** This Carahsoft Rider and the Manufacturer End User License Agreement (EULA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

2. **Applicability.** The terms and conditions in the attached Manufacturer EULA (www._____/us.html) are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41. U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's EULA are inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft' s contract #GS-35F-0119Y, including, but not limited to the following:

(a) **Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

(b) **Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.

(c) **Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

(d) **Audit.** During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering

Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this Agreement.

(e) Termination. Clauses in the Manufacturer EULA referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

> Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court..

(f) Consent to Government Law / Consent to Jurisdiction. Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.

(g) Force Majeure. Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.

(h) Assignment. All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer EULA are hereby deemed to be deleted.

(i) Waiver of Jury Trial. All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.

(j) Customer Indemnities. All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.

(k) Contractor Indemnities. All Manufacturer EULA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.

(l) Renewals. All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.

(m) Future Fees or Penalties. All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

(n) Taxes. Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.

(o) Third Party Terms. Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.

(p) Installation and Use of the Software. Installation and use of the software shall be in accordance with the Rider and Manufacturer EULA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.

(q) Dispute Resolution and Venue. Any disputes relating to the Manufacturer EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.

(r) Limitation of Liability: Subject to the following:

> Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(t) Public Access to Information. Manufacturer agrees that the EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA and this Rider will be available to the public.

(u) Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.

LICENSE AGREEMENT

This License Agreement (the ***Agreement***), effective _____ 2013 (the ***Effective Date***), is between _____ a _____ corporation, with a place of business at _____ (***Customer***), and **Luminoso Inc.** with a place of business at 210 Broadway Ste. 101, Cambridge, MA 02139, USA (***Luminoso***). The parties agree as follows:

1. DEFINITIONS.

Analytics means statistics, metrics and other analyses that are based on or derived from the Service or Results, which are developed in the aggregate with other data or results or in a manner that does not disclose Customer's identity or Customer Data (unless in aggregated or anonymized form).

Customer Data means information and data provided by Customer during Registration, and all other information and data provided by Customer, which may be stored, analyzed, processed and used by the Service.

Deliverable means the work product (other than the Report, if any) that results from any Work and that is delivered to Customer by Luminoso.

Documentation means any user instructions, help information and other documentation regarding the Service that are made available by Luminoso to Customer in electronic or other form.

Platform means the technology platform developed and/or used by Luminoso in providing the Service (including all related ideas, concepts, inventions, systems, hardware, software, interfaces, tools, utilities, content, templates, forms, techniques, methods, processes, algorithms, know-how, trade secrets and other technologies, implementations and information), and including all corrections, improvements and extensions thereto. For clarity, the Platform includes any Software.

Registration means the process by which Customer registers with Luminoso to access and use the Service, the details of which may be recorded in the form of a Registration Statement substantially in the form of Exhibit A attached hereto.

Report means the final report that results from any Work and that is specifically identified in a Statement of Work and delivered to Customer by Luminoso.

Results means the work products resulting from the Service that are made available by Luminoso to Customer, which are based on processing the Customer Data (such as, for example, query responses and reports).

Service means that certain Internet-accessed business application(s) identified during Registration, which is hosted (in a cloud environment), branded and provided on a software-as-a-service basis by Luminoso, from time to time.

Software means any "client" software or other computer program (in executable format) that is provided by Luminoso to Customer in connection with accessing or using the Service, as updated from time to time. Software is licensed, not sold, and may contain code or require license keys or devices that detect or prevent unauthorized use of, or disable, the Software.

Statement of Work means any written work statement that references this Agreement and that is acceptable to and executed by both parties, which includes other information related to the Work (such as, for example, task descriptions, schedules and payments).

2. LUMINOSO SERVICE.

Service. Subject to all terms and conditions in this Agreement, Luminoso grants Customer (without right to sublicense) a nonexclusive, nontransferable right and license to (a) access and use the Service and Results, only through a web-based interface and solely for Customer's internal business purposes, and (b) use the unmodified Software and Documentation solely in connection with Customer's authorized access and use of the Service. Customer may make a reasonable number of copies of the Software and Documentation only for inactive backup purposes. Customer's access and use of the Service and any Software shall comply with all other conditions set forth herein or during Registration (such as, for example, any requirements regarding data formats, number or identity of authorized users, size limits, time limits or prohibited uses).

Access Credentials. Upon Acceptance, Luminoso will provide Customer with access credentials (or a mechanism that permits Customer to specify access credentials) for the authorized users specified during Registration. Customer is solely responsible for maintaining the confidentiality of its access credentials and other account information, and will be solely liable for any and all activities under its account. Customer shall be responsible for keeping all account information up-to-date. Customer agrees to notify Luminoso immediately of any unauthorized use of Customer's account or any other breach of security.

Customer Data. Customer bears all responsibility and liability for the accuracy and completeness of the Customer Data and Luminoso's access, possession and use as permitted herein. Other than Registration data, Luminoso has no obligation to backup, retain or deliver any Customer Data. During the term of this Agreement, Customer hereby grants Luminoso a nonexclusive, royalty-free, worldwide right and license to access, copy, store, process, distribute, transmit and otherwise use the Customer Data for the purposes of providing the Service (and support services) to Customer.

Systems. At its sole cost and expense, Customer is responsible for providing all (a) rights, licenses and permissions necessary for Luminoso to receive and use the Customer Data, (b) modems, servers, devices, storage, software, databases, network and

communications equipment and ancillary services needed to connect to, access or otherwise use the Service from Customer's facility and (c) corresponding backup, recovery, network security and maintenance service (collectively, *Customer Systems*). Customer shall ensure that Customer Systems are compatible with the Service and comply with all configurations and specifications described in the Documentation.

Limitations. Luminoso will use commercially reasonable efforts to make the Service available to Customer at all times, subject to downtimes for scheduled maintenance, upgrades, repairs and emergency outages. Luminoso will not be responsible or liable for any failure in the Service resulting from or attributable to (a) unusually high usage volumes, (b) failures in any telecommunications services, networks or systems, (c) Customer's or any third party's negligence, acts or omissions, (d) any force majeure or other cause beyond Luminoso's reasonable control or (e) unauthorized access to the Service, breach of firewalls or other hacking.

Support. Luminoso will use commercially reasonable efforts to provide Customer with technical support for the Service in accordance with its standard practices. Luminoso has no obligation to support any version other than the then current version. Customer agrees that Luminoso may charge in accordance with its then current policies for any support service resulting from problems, errors or inquiries related to the Customer Data or Customer Systems.

Security. Luminoso's current *Security Policy* is available at http://www.luminoso.com/security. Customer acknowledges and agrees that the Service is provided using cloud-computing resources, which are remote from and not owned or controlled by Luminoso, and that no storage device or data transmission over the Internet can be guaranteed to be 100% secure. Accordingly, Luminoso cannot promise the security of any Customer Data or Results, and Customer hereby agrees that all Customer Data and Results are provided at Customer's own risk.

Privacy. Luminoso's current *Privacy Policy* is available at http://www.luminoso.com/privacy. Luminoso will not intentionally disclose, distribute, transmit or use any Customer Data except (a) as reasonably necessary for Luminoso (or its contractors) to provide the Service, (b) as authorized by Customer or as otherwise expressly permitted under this Agreement or (c) as required by court order, law or regulation, or if Luminoso reasonably believes that such action is necessary to conform or comply with any legal, regulatory, law enforcement or similar requirement or investigation, to protect or defend the rights or property of Luminoso or any third party or to enforce this Agreement.

Changes. Luminoso reserves the right, at its sole discretion and at any time, to modify or discontinue the Service and/or to modify the terms and conditions of this Agreement (in whole or in part), by giving notice to Customer at least 30 days in advance of the effective date of any material change. Change notices may be communicated via the Service, electronic mail or other permitted notice. Following any such notice, continued use of the Service after the effective date of the change constitutes Customer's acceptance of that change.

Professional Services. From time to time, Customer may request and Luminoso may agree to provide certain implementation, integration, data analysis, development, training or other professional services related to the Service (*Work*). Luminoso agrees to undertake and use commercially reasonable efforts to complete the Work as described in the corresponding Statement of Work. Luminoso grants Customer a nonexclusive, nontransferable right and license (without right to sublicense) to use the Deliverables solely in conjunction with its authorized use of the Service, subject to the terms of this Agreement and other rights or restrictions set forth in the Statement of Work.

3. PAYMENTS.

Fees. Customer agrees to pay Luminoso all fees in the amounts and at the times specified during Registration, in this agreement's exhibits or any Statement of Work, and as otherwise provided in this Agreement. Such fees may be specified as being payable in advance or in arrears; fees may be fixed, contingent or variable (e.g., depending on usage factors); and fees may be specified on a recurring basis (e.g., subscription fees and/or usage fees, which may be payable monthly, quarterly or annually) or non-recurring basis (e.g., one-time activation fees).

Payment Terms. Unless specified otherwise, all amounts due hereunder shall be paid in full (without deduction, set-off or counterclaim) within 30 days after invoice in US dollars at Luminoso's address or to an account specified by Luminoso. Past due amounts shall bear a late payment charge, until paid, at the rate of 1.5% per month or the maximum amount permitted by law, whichever is less. Customer agrees to reimburse Luminoso for all costs (including attorneys' fees) incurred by Luminoso in collecting late payments.

Taxes. All payments required by this Agreement are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes), and Customer agrees to bear and be responsible for the payment of all such charges, excluding taxes based upon Luminoso's net income. All amounts due hereunder shall be grossed-up for any withholding taxes imposed by any foreign government.

4. CONFIDENTIALITY.

Scope. The term *Confidential Information* means all trade secrets, know-how, inventions, developments, software and other financial, business or technical information disclosed by or for a party in relation to this Agreement, but not including any information the receiving party can demonstrate is (a) already known by it without restriction, (b) rightfully furnished to it without restriction by a third party not in breach of any obligation to the disclosing party, (c) generally available to the public without breach of this Agreement or (d) independently developed by it without reliance on such information. The Platform,

Documentation, Analytics, Deliverables and pricing information are Luminoso's Confidential Information.

Confidentiality. Except for the specific rights granted by this Agreement, the receiving party shall not access, use or disclose any of the other's Confidential Information without its written consent, and shall use reasonable care to protect the other's Confidential Information, including ensuring that its employees and contractors with access (a) have a need to know for the purposes of this Agreement and (b) have been apprised of and agree to the restrictions in this Agreement. Each party shall be responsible for any breach of confidentiality by its employees and contractors. Promptly after any termination of this Agreement (or at the disclosing party's request at any other time), the receiving party shall return all of the other's tangible Confidential Information, permanently erase all Confidential Information from any storage media and destroy all information, records and materials developed therefrom. Each party may disclose only the general nature, but not the specific terms, of this Agreement without the prior consent of the other party; _provided_, either party may provide a copy of this Agreement or otherwise disclose its terms in connection with any legal or regulatory requirement, financing transaction or due diligence inquiry.

Compelled Disclosure. Nothing herein shall prevent a receiving party from disclosing any Confidential Information as necessary pursuant to any court order, lawful requirement of a governmental agency or when disclosure is required by operation of law (including disclosures pursuant to any applicable securities laws and regulations); _provided_, prior to any such disclosure, the receiving party shall use reasonable efforts to (a) promptly notify the disclosing party in writing of such requirement to disclose and (b) cooperate with the disclosing party in protecting against or minimizing any such disclosure or obtaining a protective order.

5. PROPRIETARY RIGHTS.

Customer. Except for the limited rights and licenses expressly granted hereunder, no other license is granted, no other use is permitted and Customer (and its licensors) shall retain all rights, title and interests (including all intellectual property and proprietary rights) in and to the Customer Data and (if any) Reports.

Luminoso. Except for the limited rights and licenses to access and use the Service, Software, Documentation and Deliverables expressly granted hereunder, no other license is granted, no other use is permitted and Luminoso (and its licensors) shall retain all rights, title and interests (including all intellectual property and proprietary rights) in and to the Documentation, Platform, Service, Analytics, Work and Deliverables.

Restrictions. Customer shall not, directly or indirectly (a) use any Luminoso Confidential Information to create any software, platform, service or documentation that is similar to the Platform, Service, Documentation, Work or Deliverables, (b) attempt to access any component of the Platform, Service or Deliverables or to disassemble, decompile, reverse engineer or otherwise discover any source code or underlying organization, structures, ideas or algorithms of the Platform or Service, (c) encumber, sublicense, distribute, transfer, rent, lease, lend, access or use the Platform, Service or Deliverables in any time-share or service bureau arrangement, (d) copy, adapt, combine, create derivative works of, translate, localize, port or otherwise modify the Platform, Service, Documentation or Deliverables, (e) use or allow the transmission, transfer, export, re-export or other transfer of any product, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction or (f) permit any third party to do any of the foregoing.

General Learning. Customer agrees that Luminoso is free to reuse all general knowledge, experience, know-how, works and technologies (including ideas, concepts, processes and techniques) related to the Results or acquired during provision of the Service or Work under this Agreement (including without limitation, that which it could have acquired performing the same or similar service for another customer), but not any Customer Data or Report.

6. LIMITED WARRANTY AND DISCLAIMERS.

Customer. Customer represents and warrants to Luminoso that it owns all rights, title and interest in and to the Customer Data, or that Customer has otherwise secured all necessary rights in the Customer Data as may be necessary to permit the access, use and processing thereof as contemplated by this Agreement.

Luminoso. Luminoso warrants to Customer that it will use commercially reasonable efforts to maintain the Service operational in accordance with its then current service level commitments, which are available at http://www.luminoso.com/sla (the **SLA**). Luminoso's sole obligation and Customer's exclusive remedy for any failure to comply with the SLA shall be as expressly set forth therein.

Disclaimers. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE SERVICE, RESULTS, WORK AND DELIVERABLES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND. FOR CLARITY, LUMINOSO AND ITS LICENSORS DO NOT WARRANT THAT: (A) ANY INFORMATION WILL BE TIMELY, ACCURATE, RELIABLE OR CORRECT; (B) THE SERVICE WILL BE ERROR-FREE, UNINTERRUPTED, SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR PLACE; (C) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (D) THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (E) THE SERVICE OR WORK WILL MEET CUSTOMER'S BUSINESS REQUIREMENTS OR THAT ANY RESULT OR OUTCOME CAN BE ACHIEVED. TO THE FULLEST EXTENT PERMITTED BY LAW, LUMINOSO HEREBY DISCLAIMS (FOR ITSELF AND ITS LICENSORS) ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICE, RESULTS, WORK AND DELIVERABLES, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM

ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

7. INDEMNIFICATION.

Customer. Customer agrees to defend Luminoso against any demand, suit, action or other claim by a third party that is related to any Customer Data or breach of Customer's warranties, and to indemnify Luminoso for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys' fees) awarded and arising out of any such claim.

Luminoso. Luminoso agrees to defend Customer against any demand, suit, action or other claim by a third party that the Service or any Deliverable misappropriates or infringes its intellectual property rights, and to indemnify Customer for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys' fees) awarded and arising out of any such claim. The foregoing states the entire liability of Luminoso, and Customer's exclusive remedy, with respect to any actual or alleged violation of intellectual property rights by the Service and Deliverables, any part thereof or their use or operation.

Conditions. The indemnifying party's obligations hereunder are conditioned on (a) the party seeking indemnification providing prompt written notice thereof and reasonable cooperation, information, and assistance in connection therewith and (b) the indemnifying party having sole control and authority to defend, settle or compromise such claim. The indemnified party may participate in the defense at its sole cost and expense. The indemnifying party will not enter into any settlement that adversely affects the indemnified party's rights or interest without its prior written approval, not to be unreasonably withheld. The indemnifying party shall not be responsible for any settlement it does not approve in writing.

8. LIMITATION OF LIABILITY.

EXCEPT TO THE EXTENT THAT ANY EXCLUSION OR LIMITATION OF LIABILITY IS VOID, PROHIBITED OR UNENFORCEABLE BY APPLICABLE LAW, IN NO EVENT SHALL LUMINOSO (OR ITS LICENSORS) BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) LOSS OF DATA, LOSS OR INTERRUPTION OF USE, OR COST TO PROCURE SUBSTITUTE TECHNOLOGIES, GOODS OR SERVICES, (B) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL OR (C) AGGREGATE DAMAGES IN EXCESS OF THE AMOUNT PAID TO LUMINOSO DURING THE PRIOR 12 MONTHS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

9. TERM AND TERMINATION.

Term. This Agreement shall commence upon Acceptance and continue in effect for the time period specified during Registration or in Exhibits herein or in License Agreement or, if no such time period was specified, then until either party elects to terminate this Agreement at any time, for any reason or no reason, by giving at least 30 days prior written notice to the other party.

Termination. This Agreement may be earlier terminated (in whole, or in respect of any Service) by either party (a) if the other party materially breaches a provision of this Agreement and fails to cure such breach within 30 days (10 days in the case of non-payment) after receiving written notice of such breach from the non-breaching party, or (b) immediately upon written notice, if the other party makes any assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other party's property, or the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other party and is not dismissed within 90 days, or the other party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course.

Effects of Termination. Upon any expiration or termination of this Agreement, all rights, obligations and licenses of the parties shall cease, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) shall survive and (b) the provisions of Sections 3 (Payments), 4 (Confidentiality), 5 (Proprietary Rights), 6 (Limited Warranty and Disclaimers), 7 (Indemnification), 8 (Limitation of Liability), 10 (General Provisions) and this Section 9 shall survive.

10. GENERAL PROVISIONS.

Entire Agreement. This Agreement (including the Security Policy, Privacy Policy, SLA, Registration records and any Statements of Work) constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties regarding the subject matter of this Agreement (and all past dealing or industry custom). Any inconsistent or additional terms on any related purchase order, confirmation or similar form, even if signed by the parties hereafter, shall have no effect under this Agreement. Except as expressly provided herein, no change, consent or waiver under this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. If any provision of this Agreement is determined to be illegal or unenforceable, 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 in English only, which language shall be controlling in all respects. No version of this Agreement in another language shall be binding or of any effect.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA, without regard to its conflicts of law provisions. In the event of any conflict between US and foreign laws,

regulations and rules, US laws, regulations and rules shall govern. Neither the United Nations Convention on Contracts for the International Sale of Goods nor the implementation of the Computer Information Transactions Act in any jurisdiction shall apply to this Agreement. Unless waived by Luminoso in its sole discretion, exclusive jurisdiction and venue for actions related to this Agreement will be the state or federal courts located in Massachusetts, and both parties consent to the jurisdiction of such courts with respect to any such action. Customer is not authorized to access or use the Service in any jurisdiction that does not give effect to all provisions of this Agreement (including without limitation, this section).

International Use. Luminoso makes no representation or warranty that the Service is appropriate or legally available for use in locations outside the United States, and accessing and using the Service is prohibited from territories where doing so would be illegal. Accessing or using the Service from other locations may be done at Customer's own initiative and Customer shalll be responsible for compliance with all local laws. Customer expressly consents to Luminoso's processing of personal information in accordance with the Privacy Policy and other provsions of this Agreement. Customer understands and agrees that personal information may be stored, processed and transferred in the country where it was collected and in the United States, and that United States laws regarding the collection, storage, processing and transfer of personal information may be less stringent than the laws where Customer is located. Customer agrees that each person who accesses or uses the Service through Customer's account (or whose information is included in Customer Data) has given express consent to the collection, storage, processing and transfer of his or her personal information as provided herein.

Remedies. Except as specifically provided otherwise herein, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity. Each party agrees that, in the event of any breach or threatened breach of Section 4 or 5, the non-breaching party will suffer irreparable damage for which it will have no adequate remedy at law. Accordingly, the non-breaching party shall be entitled to injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of proving actual damages or posting any bond.

Notices. All notices under this Agreement will be in writing, in English and delivered to the parties at their respective addresses stated herein, during Registration or at such other address designated by written notice. Notices will be deemed to have been duly given and effective: when receipt is electronically confirmed, if transmitted by facsimile or electronic mail; or when received, if personally delivered or sent by overnight courier or certified or registered mail, return receipt requested.

Publicity. Customer hereby consents to inclusion of its name and logos in customer lists that may be published as part of Luminoso's marketing and promotional efforts. Otherwise, neither party may issue any press release or other public announcement concerning the arrangements under this Agreement without the other party's prior written consent, not to be unreasonably delayed, conditioned or withheld.

Assignment. This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by either party without the other party's written consent, not to be unreasonably withheld. However, without consent, Luminoso may subcontract performance of all or any part of the Service, and either party may assign this Agreement to any successor to all or substantially all of its business which concerns this Agreement (whether by sale of assets or equity, merger, consolidation or otherwise). This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties hereto.

Force Majeure. Neither party shall be liable for damages resulting from any delay or failure in performing its obligations hereunder that arises out of any cause, condition or circumstance beyond its reasonable control.

Independent Contractors. The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

Acknowledgment. Customer acknowledges that (a) it has read and understands this Agreement, (b) it has had an opportunity to have its legal counsel review this Agreement, (c) this Agreement has the same force and effect as a signed agreement, (d) Luminoso requires identification of the Customer before issuing this license to access and use the Service and Results and (e) entering into this Agreement does not constitute general publication of the Platform, Analytics or Documentation.