DynamicWeb North America, Inc.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "**Agreement**") is entered into as of the __ day of _____, 20__ (the "**Effective Date**") by and between DYNAMICWEB NORTH AMERICA, INC. a Delaware corporation, ("**DynamicWeb**"), and **[●]**, a [●] organized under the laws of [●] ("**Client**"). DynamicWeb and Client are sometimes hereinafter referred to collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

WHEREAS, simultaneously with this Agreement, the Parties are entering into an End User License and Software Maintenance Agreement (the "**EULA**") with respect to the core software described in the EULA (the "**Software**").

WHEREAS, Client desires to have DynamicWeb carry out customization, design, setup, implementation and integration services with respect to the Software;

WHEREAS, Client also desires DynamicWeb to provide support and support level services in relation to the Software; and

WHEREAS, Client and DynamicWeb desire to enter into this Agreement to govern the provision and receipt of such services.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the undertakings of the Parties hereinafter set forth, the Parties agree as follows:

ARTICLE 1.
DEFINITIONS

"**Affiliate**" means, with respect to a Person, an individual, trust, business trust, joint venture, partnership, corporation, association or any other entity which (directly or indirectly) is controlled by, controls, or is under common control with a Person. For purposes of this definition, the term "control" (including, with correlative meanings, the term "controlled by" and "under common control with") as used with respect to any Person, shall mean the possession (directly or indirectly) of power to direct or cause the direction of the management or policies of such Person.

"**Agreement**" means this Master Services Agreement, the SOWs executed by the Parties hereunder, the Support Services Addendum executed by the Parties hereunder, the Hosting Addendum executed by the Parties hereunder and the PIPA, as they may be amended or modified from time to time in accordance with the terms hereof.

"**Background Technology**" means any utilities, technology, technical documentation, processes, inventions, devices, methodologies, specifications, systems, techniques, algorithms, software, architecture, logic, navigation, 3d modeling files, animation files and other source files for front-end deliverables, computer programs, source codes, or other backend and background elements, files and features, DynamicWeb's Confidential Information, worldwide patent rights (including patent applications and disclosures), copyrights, Marks, moral rights, trade secret rights, know-how and other intellectual property rights therein, and any improvements thereto used (whether made in connection with the Services or otherwise), or any other information or materials presented, provided and/or used by DynamicWeb or any of its Representatives in connection with the Services.

"**Breaching Party**" is defined in Section 9.2.2.

"**Change Request**" is defined in Section 2.1.2.

"**Claims**" means claims, damages, losses, liabilities, fines, costs and expenses, including reasonable attorneys' fees and expenses.

"**Client**" is defined in the preamble to this Agreement.

"**Client Resources**" is defined in Section 2.1.3.

"**Client Representatives**" is defined in Section 2.1.3.

"**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, product developments and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential".

"**Customer Content**" is defined in Section 5.1.

"**Customer Websites**" is defined in Section 5.1.

"**Designated Site**" means a separate website, business-to- business portal, business-to-consumer portal or business-to-agent portal, ecommerce site, microsite or language-version. The number of Designated Sites and their specific core functionality are set forth in the order confirmation to the EULA.

"**Deliverables**" means the deliverables to be provided by DynamicWeb to Client under a Statement of Work.

"**Disclosing Party**" means the Party disclosing Confidential Information.

"**DynamicWeb**" is defined in the preamble to this Agreement.

"**Effective Date**" is defined in the preamble to this Agreement.

"**Error**" means a material defect, deficiency or error of or relating to the Solution.

"**EULA**" is defined in the first recital.

"**Fees**" means Professional Services Fees and Support Services Fees and, if applicable, the Hosting Fees.

"**Governmental Authority**" means any legislative, executive or judicial unit of any governmental or quasi-governmental authority or instrumentality (multi-national, national, federal, state, provincial, local or foreign, international or domestic), or any department, agency, board, bureau, commission, official or other regulatory, administrative or judicial authority thereof, including any administrative or regulatory agency or commission, and any court or arbitration tribunal, in each instance having jurisdiction over the subject matter before it.

"**Hosting Addendum**" means the addendum setting forth the hosting services to be provided by DynamicWeb, if applicable.

"**Hosting Fees**" is defined in Section 3.1, if applicable.

"**Hosting Services**" means the hosting services defined in the Hosting Addendum, if applicable.

"**Indemnitee**" is defined in Section 7.3.

"**Indemnitor**" is defined in Section 7.3.

"**Law**" means all supranational, international, national, state and local laws, statutes, regulations, rules, codes or ordinances enacted, adopted, issued or promulgated by any Governmental Authority or common law.

"**Marks**" means name, trade name, trademarks, service marks, logos, domain names and other distinctive brand features.

"**Nonbreaching Party**" is defined in Section 9.2.2.

"**Noncompliance**" means a material defect, deficiency, error or noncompliance of a Deliverable.

"**Notice**" is defined in Section 10.2.

"**Party**" and "**Parties**" are defined in the preamble to this Agreement.

"**Person**" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership or other entity.

"**PIPA**" is defined in Section 2.4.

"**Professional Services**" means the customization, design, setup, implementation and integration services set forth in a Statement of Work.

"**Professional Services Fees**" is defined in Section 3.1.

"**Receiving Party**" means the Party receiving Confidential Information.

"**Representatives**" means, for a Party, its directors, officers, employees, advisors or agents and the directors, officers, employees, advisors or agents of its Affiliates.

"**Services**" means the Professional Services and the Support Services and, if applicable, the Hosting Services.

"**Solution**" means the Software as customized and implemented for the Client pursuant to the Professional Services.

"**Software**" is defined in the first recital.

"**Specifications**" is defined in Section 2.1.4.

"**Statement of Work**" and "**SOW**" means a statement of work entered into by the Parties pursuant to the terms of this Agreement.

"**Support Services**" means the standard support services and support level services at the support level that Client selects.

"**Support Services Addendum**" means the addendum setting forth the Support Services.

"**Support Services Fees**" is defined in Section 3.1.

"**Taxes**" is defined in Section 3.3.

"**Term**" is defined in Section 9.1.

"**Test Period**" is defined in Section 2.1.4.

"**Third Party**" means any entity other than DynamicWeb or Client or an Affiliate of either Party.

"**Users**" is defined in Section 5.1.

ARTICLE 2.
GENERAL OBLIGATIONS

Section 2.1   **Professional Services**.

Section 2.1.1   **Execution of Statement of Work**. The Parties may enter into one or more Statements of Work. Each Statement of Work shall generally set forth: (a) a description of the Professional Services; (b) the Client Resources; (c) the schedule under which the Professional Services are to be performed; (d) the Deliverables; and (e) the Professional Services Fees and payment terms. Each Statement of Work shall be signed by authorized representatives of both Parties. Unless otherwise agreed by the Parties in writing, all Statements of Work that are entered into under this Agreement shall be governed by the terms of this Agreement and are hereby made part of and incorporated into this Agreement. In the event of a conflict between this Agreement and a Statement of Work, the terms of this Agreement shall prevail, unless the SOW expressly references the specific provision in this Agreement to be modified by the Statement of Work.

Section 2.1.2	**Project Changes.** Client may submit to DynamicWeb written requests to change the scope of the Professional Services described in a Statement of Work (each such request, a "**Change Request**"). DynamicWeb may, in its sole discretion, consider such Change Request, and will have no obligation to carry out any Change Request unless and until both Parties have agreed in writing to adopt such Change Request. An adoption of a Change Request may be documented by an exchange of emails which clearly identify the Change Request between the Parties. Each adopted Change Request is hereby incorporated into the respective Statement of Work and this Agreement.

Section 2.1.3	**Client Obligations.** Client acknowledges and agrees that DynamicWeb's ability to perform the Professional Services in a timely and professional manner is dependent on Client fulfilling Client's obligations hereunder. Client is responsible for the timely actions of Client's agents and contractors and the prompt responses to DynamicWeb's requests by such agents and contractors.

(a)	**Client Representative**. Client shall appoint one or more Representatives designed to act as Client's point(s) of contact (the "**Client Representatives**"). The Client Representatives shall be responsible for (a) the coordination and review of the Professional Services and (b) the communication to DynamicWeb of Client's guidance, instructions and approvals. All approvals by the Client Representatives shall be binding on Client.

(b)	**Client Cooperation**. Client shall cooperate with DynamicWeb and respond promptly to any reasonable requests from DynamicWeb for instructions, information or approvals required by DynamicWeb to provide the Professional Services.

(c)	**Client Resources**. Client shall make available to DynamicWeb any data, information, assets, concepts, specifications, information, instructions or materials specifically identified in the Statement of Work or any approved Change Request, or as reasonably requested by DynamicWeb (collectively, "**Client Resources**"). Client is responsible for ensuring that all such Client Resources are accurate and complete. Client shall provide Client Resources in electronic format or in such other format as DynamicWeb may from time to time request. Client shall pay all fees and expenses incurred by DynamicWeb to bring nonconforming Client Resources up to standards required for DynamicWeb to perform the Professional Services. Client represents and warrants that the use of the Client Resources by DynamicWeb does not infringe any rights of Third Parties.

Section 2.1.4	**Deliverables.**

(a)	**Acceptance**. After delivery of a Deliverable by DynamicWeb to Client, such Deliverable will be subject to Client's review, testing and evaluating to determine whether such Deliverable complies with the applicable descriptions and specifications set forth in the respective Statement of Work (the "**Specifications**"). Client will have a period of thirty (30) days from the delivery (or such other time period agreed by the Parties in writing) for each such testing (each a "**Test Period**"). During the Test Period, DynamicWeb's specialists will be available to provide consultation reasonably requested by Client. Client may send a written notice of acceptance to DynamicWeb at any time. At the end of the Test Period, the Deliverable will be deemed accepted by Client unless Client has provided a written notice of non-acceptance to DynamicWeb before the end of the Test Period. The notice of non-acceptance shall describe in detail the Noncompliance that has not been corrected to Client's satisfaction.

(b)	**Noncompliance**. In the event that during the Test Period a Noncompliance is discovered by Client, Client shall immediately inform DynamicWeb in writing (by email) of the Noncompliance. Within forty-eight (48) hours of the receipt of such notice, DynamicWeb shall provide Client with its proposed correction of the Noncompliance. DynamicWeb shall use its best efforts to correct the Noncompliance as soon as feasible.

Section 2.2	**Support Services; Hosting.**

Section 2.2.1	**Support Services Addendum**. Before the date on which the Solution is operational, the Parties shall enter into the Support Services Addendum, substantially in the form attached hereto as <u>Exhibit A</u>. Unless otherwise agreed by the Parties in writing, the Support Services

Addendum shall be governed by the terms of this Agreement and are hereby made part of and incorporated into this Agreement. In the event of a conflict between this Agreement and the Support Services Addendum, the terms of this Agreement shall prevail. DynamicWeb may amend the executed Support Services Addendum from time to time in its sole discretion by giving Client thirty (30) days' prior written notice.

Section 2.2.2 **Hosting Addendum.** In the event that Client desires to use DynamicWeb's hosting services, the Parties may enter into the Hosting Addendum, substantially in the form attached hereto as Exhibit B. Unless otherwise agreed by the Parties in writing, the Hosting Addendum shall be governed by the terms of this Agreement and are hereby made part of and incorporated into this Agreement. In the event of a conflict between this Agreement and the Hosting Addendum, the terms of this Agreement shall prevail, unless the Hosting Addendum expressly references the specific provision of this Agreement to be modified by the Hosting Addendum.

Section 2.3 **Subcontractors**. DynamicWeb may, in its sole discretion, subcontract or engage third parties to perform the Services. No such subcontracting shall relieve DynamicWeb of its obligations under this Agreement and DynamicWeb shall be responsible for the actions and inactions of all of its subcontractors as if such actions and inactions were committed by DynamicWeb.

Section 2.4 **PIPA**. Attached hereto as Exhibit C is the personal information processing agreement (the "**PIPA**"). The PIPA is hereby made part of and incorporated into this Agreement. In the event of a conflict or inconsistency between the PIPA and the other terms of this Agreement, the PIPA shall prevail.

ARTICLE 3.
FEES

Section 3.1 **Fees**. In consideration of DynamicWeb's performance of the Professional Services pursuant to a SOW, Client shall pay to DynamicWeb the fees set forth in such SOW (the "**Professional Services Fees**"). In consideration of DynamicWeb's performance of the Support Services, Client shall pay to DynamicWeb the fees set forth in the Support Services Addendum (the "**Support Fees**"). If applicable, in consideration of DynamicWeb's performance of the Hosting Services, Client shall pay to DynamicWeb the fees set forth in the Hosting Addendum (the "**Hosting Fees**").

Section 3.2 **Payment Terms**. Client shall pay the Professional Services Fees to DynamicWeb pursuant to the payment terms described in the respective SOW. Client shall pay the Support Fees to DynamicWeb pursuant to the payment terms described in the Support Services Addendum. If applicable, Client shall pay the Hosting Fees to DynamicWeb pursuant to the payment terms described in the Hosting Addendum.

Section 3.3 **Taxes**. All Fees are exclusive of all use or sales taxes, excise taxes, and similar taxes, levies or fees that DynamicWeb is legally obligated to charge (the "**Taxes**") in connection with the provision of the Services. Client is responsible for and must pay in full all such Taxes. DynamicWeb may charge and Client will pay applicable Taxes that DynamicWeb is legally obligated to collect from Client. Client will provide such information to DynamicWeb as reasonably requested by DynamicWeb and required to determine whether DynamicWeb is obligated to collect Taxes from Client. DynamicWeb will not collect, and Client will not pay, any Taxes for which Client furnishes to DynamicWeb a properly completed exemption certificate or a direct payment permit certificate for which DynamicWeb may claim an available exemption from such Taxes.

Section 3.4 **Records.** DynamicWeb shall maintain complete and accurate records of, and supporting documentation for, all Fees billable to and payments made by Client hereunder in accordance with generally accepted accounting principles, and such documentation and records, or copies thereof, will be made available to Client upon written request to verify the charges set forth in each invoice for a maximum period of five (5) years as from the date of creation of such documentation or record.

ARTICLE 4.
INTELLECTUAL PROPERTY

Section 4.1   **Deliverables**.

Section 4.1.1   **Ownership**. All Deliverables shall be and remain the exclusive property of DynamicWeb. DynamicWeb shall own and retain all rights, title and interest to the Deliverables and the Services, including any and all intellectual property rights therein.

Section 4.1.2   **License**. DynamicWeb hereby grants to Client a non-exclusive, perpetual, worldwide, personal, non-sublicensable, non-transferable (except in connection with an assignment permitted under Section 10.6) license to use the Deliverables pursuant to the terms set forth in the EULA. The foregoing license includes the right to allow Users to access and use the Deliverables as necessary to interact with Client through the Designated Sites.

Section 4.2   **Background Technology**.

Section 4.2.1   **Ownership**. DynamicWeb shall own and retain all rights, title and interest to Background Technology, including any and all intellectual property rights therein. Client has no right, license or authorization with respect to any Background Technology except as expressly set forth in Section 4.2.2, Section 4.5.2 or the EULA.

Section 4.2.2   **License**. DynamicWeb hereby grants to Client a non-exclusive, worldwide, personal, non-sublicensable, non-transferable (except in connection with an assignment permitted under Section 10.6) license to use the Background Technology solely to the extent necessary to use the Deliverables during the Term. Use of Background Technology by Client or on Client's behalf for any other project, on any other website or in any other medium other than as set forth in this Agreement shall be subject to additional fees and licenses which may be granted or withheld by DynamicWeb in its sole discretion. The foregoing license includes the right to allow Users to access and use the Background Technology as necessary to interact with Client through the Designated Sites but only during the Term.

Section 4.3   **Client Resources**. All right, title, and interest in and to the Client Resources, including all intellectual property rights therein, are and will remain with Client. Client hereby grants to DynamicWeb a non-exclusive license to use the Client Resources to provide the Services during the Term.

Section 4.4   **Customer Content**. As between DynamicWeb and Client, Client is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Content, including all intellectual property rights relating thereto, subject to the rights and permissions granted in Article 5.

Section 4.5   **Use of Names and Trademarks.**

Section 4.5.1   Client hereby grants to DynamicWeb a limited, revocable, non-exclusive right and license to use Client's Marks (a) on its websites and (b) in printed and online advertising, publicity, directories, newsletters, and similar communications; provided, however, that the use of Client's Marks shall be subject to Client's approval.

Section 4.5.2   DynamicWeb hereby grants to Client a limited, revocable, non-exclusive right and license to use DynamicWeb's Marks in advertising and publicity in conjunction with the offering of Customer Content using the Solution, provided that Client shall submit a copy to DynamicWeb for its prior written approval, and provided further that under no circumstances shall such use imply that DynamicWeb endorses, sponsors, certifies, approves or is responsible for Customer Content. Notwithstanding the foregoing, Client need not obtain DynamicWeb's prior written approval where the use of DynamicWeb's Marks is limited to inclusion in a list of systems via which Customer Content is available.

ARTICLE 5.
WEBSITES; CUSTOMER CONTENT

Section 5.1 **Website; Customer Content**. Client represents, warrants and agrees that, unless explicitly otherwise agreed, Client shall be solely responsible for all of Client's websites which use the Software ("**Customer Websites**") in compliance with all applicable Laws. By uploading or permitting any individual or entity of any kind that directly, or indirectly through another user, visits, accesses or uses the Customer Websites (the "**Users**") to upload any content provided by Client, on behalf of Client or by the Users to any of the Customer Websites or to interface with the Software (the "**Customer Content**"), Client further represents and warrants that to the best of Client's knowledge: (a) Client has all necessary rights to publish the Customer Content on or through Customer Websites, either because Client is the author of the Customer Content or because Client has all necessary rights, licenses, consents, and/or permissions to use, publish, and distribute the Customer Content in the manner used, published and/or distributed through the Customer Websites, and (b) the Customer Content does not violate the rights of any Third Party. Notwithstanding anything in this Agreement to the contrary, in no event may any Customer Content or other content of Customer Websites violate DynamicWeb's policy against illegal or immoral content. DynamicWeb shall be entitled to make copies of any Customer Content for development and other internal purposes without acknowledgment or compensation to Client or to any owner of such Customer Content.

Section 5.2 **Responsibility For Customer Content**. Client is solely responsible for any and all Customer Content (subject to protections provided by applicable Law) and the consequences of, and requirements for, distributing it. Client acknowledges and agrees that (a) uploading Customer Content onto a website does not establish a fiduciary or other relationship between Client and the owner of such Customer Content, on the one hand, and DynamicWeb, on the other hand, and, (b) DynamicWeb is (i) not required to treat as confidential or secret any Customer Content, (ii) not responsible for the use, loss, damage or alteration of such Customer Content by any site visitor (whether permitted or not), and (iii) not required to develop or use such Customer Content, and neither Client nor the owner of any Customer Content is entitled to any compensation from DynamicWeb.

ARTICLE 6.
GENERAL REPRESENTATIONS AND WARRANTIES; LIMITATION OF LIABILITY

Section 6.1 **General Warranties.** Each Party represents, warrants and covenants to the other Party that:

(a) the execution, delivery and performance of this Agreement and each SOW by such Party have been duly authorized by all necessary action on the part of such Party;

(b) this Agreement and each SOW, when executed and delivered by such Party in accordance with the provisions hereof, will be a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws affecting the enforcement of creditors' rights generally and by general principles of equity; and

(c) such Party's execution, delivery and performance of this Agreement and each SOW shall not constitute a violation, breach or default under any contract, instrument, obligation or agreement to which it is a Party or by which it is bound, and will not conflict with or violate any applicable Law of any Governmental Authority having jurisdiction over it or its assets or property;

(d) such Party will comply with all applicable Laws in connection with its performance, respectively receipt of the Services under this Agreement.

Section 6.2 **DynamicWeb Limited Warranties.** DynamicWeb Party represents, warrants and covenants to Client that:

(a) the Services shall be performed in a workmanlike manner by individuals who are sufficiently experienced and skilled in their profession and in accordance with commercially reasonable standards of professionalism and workmanship in their profession; and

(b)   with respect to the Professional Services, the Deliverables will in all material respects conform to the Specifications.

Section 6.3   **Exclusion of Implied Warranties**. SUBJECT TO SECTION 6.1, THE LIMITED WARRANTIES PURSUANT TO SECTION 6.2 ARE THE ONLY WARRANTIES MADE TO CLIENT AND ARE PROVIDED IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES. EXCEPT FOR THE LIMITED WARRANTIES PURSUANT TO SECTION 6.2 OR DUE TO THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF DYNAMICWEB OR ITS REPRESENTATIVES, DYNAMICWEB PROVIDES THE SERVICES AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR ARISING BY CUSTOM OR TRADE USAGE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

Section 6.4   **LIMITATIONS OF LIABILITY**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DYNAMICWEB OWE ANY DAMAGES OR HAVE ANY LIABILITY TO CLIENT, ANY OF CLIENT'S AFFILIATES OR ANY THIRD PARTY ARISING OUT OF, RELATED TO OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE:

Section 6.4.1   FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LIABILITIES OF ANY KIND OR FOR LOSS OF REVENUE OR PROFITS OR LOSS OF BUSINESS; OR

Section 6.4.2   IN AN AGGREGATE AMOUNT IN EXCESS OF THE TOTAL AMOUNTS PAID BY CLIENT TO DYNAMICWEB PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

ARTICLE 7.
INDEMNIFICATION

Section 7.1   **Indemnification by Client**. Client shall defend, indemnify and hold harmless DynamicWeb, DynamicWeb Software, its Affiliates and licensors, and each of their respective Representatives from and against any Claims brought by any Third Party arising from or relating to (a) Client's use of the Services, (b) any inaccuracy in or breach of any of Client's representations, warranties, covenants, or obligations under this Agreement, (c) Customer Content, and/or (d) gross negligence, bad faith or intentional or willful misconduct of Client, its Affiliates or their respective Representatives.

Section 7.2   **Indemnification by DynamicWeb**. DynamicWeb will defend, indemnify, and hold Client and its Representatives harmless against Claims brought against Client by any Third Party alleging that Client's use of the Services in accordance with the terms and conditions of this Agreement constitutes a direct infringement or misappropriation of such Third Party's registered patent, registered copyright, or source code which constitutes a trade secret. DynamicWeb will pay damages finally awarded against Client (or the amount of any settlement DynamicWeb enters into) with respect to such Claims. DynamicWeb's indemnity obligation in this Section shall not extend to any Claims to the extent that they arise out of or relate to (i) a modification of the Services or Deliverables by any party other than DynamicWeb without DynamicWeb's prior written consent; (ii) a combination of the Services or Deliverables with other services or products by any party other than DynamicWeb without DynamicWeb's prior written consent; (iii) Client's or its Representatives' violation of any applicable Law or Third Party rights; (iv) DynamicWeb's compliance with any designs, specifications, instructions or actions provided by Client or (v) DynamicWeb's use of or reliance on Client Resources.

Section 7.3   **Indemnification Claims**. **Indemnification Claims**. Each Party's obligations under this Article 7 are subject to the party seeking indemnification ("**Indemnitee**"): (i) giving the other party ("**Indemnitor**") prompt written notice of a Claim in such detail as the Indemnitor may reasonably request, <u>provided</u> that any delay in providing such notice will not waive or limit the Indemnitor's obligations under this Article 7 except to the extent actually prejudiced by such delay; (ii) providing the Indemnitor with reasonable assistance in defending such Claims, at the Indemnitor's expense; (iii) allowing the Indemnitor to have sole control of the defense or settlement of any Claim under this Article 7; <u>provided</u> that the Indemnitor shall not enter into any settlement or compromise of a Claim

without the Indemnitee's prior written consent, which will not be unreasonably delayed, conditioned or withheld. Indemnitor will use counsel reasonably satisfactory to the Indemnitees to defend each Claim and will keep the Indemnitees informed of the status of the defense of each Claim. Any Indemnitee may participate in the defense at its own expense. Indemnitor's duty to defend is independent of its duty to indemnify.

ARTICLE 8.
CONFIDENTIALITY AND NON-USE

Section 8.1   **Obligations of Confidentiality**. The Receiving Party shall (a) maintain any Confidential Information in confidence; (b) take all necessary and reasonable precautions to prevent Confidential Information from being disclosed to any unauthorized Third Party, and (c) use Confidential Information exclusively for performing or receiving the Services, as applicable. The Receiving Party may disclose Confidential Information to its Representatives and subcontractors, each with a need to know such Confidential Information in order to perform their duties in carrying out and receiving the Services; provided that (i) the Receiving Party advises its Representatives and subcontractors of the confidential nature thereof and (ii) such Representatives and subcontractors are bound by confidentiality obligations at least as stringent as those set forth herein. The Receiving Party shall be liable to the Disclosing Party for any failure by any of its Representatives or subcontractors to comply with this Article 8 with respect to the Disclosing Party's Confidential Information.

Section 8.2   **Exclusions**. Confidential Information shall not include information that the Receiving Party demonstrates:

Section 8.2.1   is in the public domain as of the Effective Date, or subsequently enters the public domain through no fault or act of the Receiving Party;

Section 8.2.2   is known to the Receiving Party prior to disclosure from the Disclosing Party;

Section 8.2.3   that the Receiving Party received from any Third Party not under any obligation to the Disclosing Party to keep such information confidential; or

Section 8.2.4   was independently developed by the Receiving Party without reliance upon or use of the Confidential Information of the Disclosing Party.

Section 8.3   **Compelled and Mandatory Disclosures.** In the event that the Receiving Party receives a subpoena or other government process that purports to require the production of any Confidential Information of the Disclosing Party for use in an action or proceeding or for any purpose other than for performing or receiving the Services, the Receiving Party shall (a) promptly inform the party or entity issuing such subpoena or other government process of the existence of this Agreement, (b) promptly inform the Disclosing Party of the receipt of such subpoena or other government process and (c) not oppose any effort by the Disclosing Party to quash any such subpoena or other government process. In the event that (x) the Disclosing Party fails to intervene to quash such subpoena or other government process after being given notice and a reasonable opportunity to do so or (y) such intervention fails or is denied by a court of competent jurisdiction, such Confidential Information may be produced but limited to what is strictly necessary, notwithstanding anything in this Agreement to the contrary. In the event that any Confidential Information is produced or disclosed pursuant to this Section 8.3, such Confidential Information shall not lose its confidential status through such use, and the Receiving Party shall take all reasonable and necessary steps to protect the confidentiality of such Confidential Information during such use.

Section 8.4   **Terms of Agreement**. Subject to Section 8.2 and Section 8.3, neither Party shall, without the prior written consent of the other Party, disclose in any manner to any Third Party the terms and conditions of this Agreement.

Section 8.5   **Survival.** The mutual obligations of confidentiality and non-use under this Article 8 shall survive the expiration and earlier termination of this Agreement for a period of three (3) years after its expiration or earlier termination.

ARTICLE 9.
TERM AND TERMINATION OF AGREEMENT.

Section 9.1   **Term.** This Agreement shall commence on the Effective Date and shall continue in force and effect until terminated pursuant to this Article (the "**Term**"). Each SOW shall commence on the effective date set forth in such SOW and, unless terminated earlier pursuant to this Article, shall continue in force and effect until the earlier of the expiration date set forth in such SOW, if any, or the completion by both Parties of all tasks and obligations set forth therein. All SOWs and the Support Services Addendum shall terminate upon the expiration or termination of this Agreement.

Section 9.2   **Termination.** This Agreement and any or all SOWs may be terminated as follows:

Section 9.2.1   **For Convenience**. This Agreement (in its entirety) or any SOW may be terminated by either Party for any or no reason by providing the other Party with written notice at least thirty (30) days prior to the desired effective date of termination. If Client elects to terminate this Agreement or any SOW pursuant to this Section 9.2.1, Client shall pay to DynamicWeb before the effective date of termination any and all costs and expenses incurred by DynamicWeb for materials and labor, including engineering development costs and the costs of resources reserved (i) for all the Services if this Agreement is being terminated and (ii) the Professional Services set forth in the SOW being terminated.

Section 9.2.2   **Material Breach**. This Agreement (in its entirety) or any SOW may be terminated by either Party (the "**Nonbreaching Party**") upon written notice thereof to the other Party (the "**Breaching Party**") in the event of a material breach of this Agreement or any SOW by the Breaching Party which is not cured within thirty (30) days after the receipt by the Breaching Party of written notice from the Nonbreaching Party, specifying in reasonable detail the nature of such breach. If such breach is not cured within such cure period, this Agreement or the applicable SOW shall terminate as set forth in the Nonbreaching Party's notice of breach and in accordance with the terms of this Article; provided, however, that this Agreement or the applicable SOW shall not be terminated prior to the end of such cure period. If a breach represents a material breach of both this Agreement and a SOW, the Nonbreaching Party may in its sole discretion decide to terminate this Agreement or only such SOW.

Section 9.2.3   **Insolvency.** This Agreement may be terminated by either Party upon thirty (30) days' prior written notice to the other Party at any time during this Agreement if the other Party: (a) files in any court pursuant to any statute a petition in bankruptcy or insolvency or for reorganization or for an arrangement or for the appointment of a receiver or trustee of the other Party, or of its assets; (b) proposes a written agreement of composition for extension of its debts; (c) is served with an involuntary petition against it, filed in any insolvency proceeding, and such petition shall not be dismissed within thirty (30) days after filing thereof; or (d) makes an assignment for the benefit of its creditors. The Party affected shall immediately notify the other Party in writing of the occurrence of any of the foregoing events.

Section 9.3   **Cumulative Remedies.** Except as expressly stated otherwise herein, remedies under this Agreement are cumulative, and nothing in this Agreement shall prevent any Party, in the case of a material breach (after expiration of applicable cure period and notice periods), from terminating this Agreement or any SOW and seeking to enforce its rights under this Agreement.

Section 9.4   **Consequences of Termination.** Upon expiration or termination of this Agreement or a SOW,

(a)   each Party shall either (at the sole discretion of such Party) deliver to the other Party or destroy and delete all Confidential Information supplied by the other Party pursuant to this Agreement or such SOW, as applicable, to such Party; provided, however, that each Party may retain an archival copy or other appropriate record (including electronic backup copies created in the ordinary course) of any such Confidential Information. Such copies and records may be used exclusively for internal recordkeeping and administrative purposes, to assure compliance with any applicable Governmental Authority requirements and for dispute resolution purposes;

(b)   the license granted to Client pursuant to Section 4.2.2 will terminate;

(c)   DynamicWeb shall assist Client in extracting and obtaining all Client proprietary data from the Software in a then-current nonproprietary format reasonably acceptable to Client. Client shall pay DynamicWeb for such services at the hourly rate for extra support set forth in the Support Services Addendum. Following the extraction of the proprietary data under this Section, DynamicWeb shall delete such data from its electronic and hard copy records.

Section 9.5   **Survival**. All provisions under this Agreement which by their terms survive, or by their nature should survive, expiration or any earlier termination of this Agreement shall survive any such expiration or termination, including Article 1, Article 4 (except for Section 4.2.2), Section 6.4, Article 7, Article 8, Section 9.4, this Section 9.5 and Article 10.

ARTICLE 10.
MISCELLANEOUS

Section 10.1   **Force Majeure.** No liability shall result to Client or DynamicWeb from any delay in performance or from non-performance caused by acts of God, fire, flood, explosion, war, action or request of governmental authority, or any other unforeseeable circumstances of a similar nature beyond the reasonable control of the Party affected; provided that the delayed or nonperforming Party (i) promptly notifies the other Party of the existence of such cause and its probable duration and (ii) makes all reasonable efforts to prevent, limit and remove the effects of such cause.

Section 10.2   **Notices.** The Parties shall deliver all notices, claims, demands, consents, approvals and other communications under this Agreement (each, a "**Notice**") in writing and in English, referring to this Agreement and addressed to the other Party at its address below or to the last address the receiving Party provided to the other Party in compliance with this section. The Parties shall deliver any Notice by personal delivery, reputable overnight courier (all fees prepaid), certified or registered mail (postage prepaid, return receipt requested) or by email. A Notice shall be deemed received (i) on the date of personal or courier delivery, (ii) if mailed, on the date of receipt or refusal indicated on the return receipt or (iii) if emailed, upon receipt by the sending Party of an email acknowledgment of receipt by the receiving Party; provided that a "read receipt" or other automatic email response shall not qualify for this purpose.

If to DynamicWeb:

> DynamicWeb North America, Inc.
> 6080 Center Drive
> Los Angeles CA 90045, Suite 600
> Attn: Joergen Bach
> Telephone: +1 (310) 634-5781
> Email address: jba@dynamicwebusa.com

If to Client:

> [●]
> [●]
> [●]
> Attn: [●]
> Telephone: [●]
> Email address: [●]

Section 10.3   **Entire Agreement.** With the exception of the EULA, this Agreement constitutes the entire agreement between DynamicWeb and Client relating to the Services and supersedes all prior or contemporaneous oral or written proposals, offers, agreements, arrangements, understandings or commitments with respect to the subject matter of this Agreement.

Section 10.4   **Amendment.**   Subject to Section 2.2.1, no amendments, changes, modifications or alterations of the terms and conditions of this Agreement shall be binding upon any Party, unless in writing and signed by an authorized Representative of each Party.

Section 10.5   **Governing Law; Venue**. This Agreement shall be governed by the laws of the State of New York, without giving effect to the principles of conflict of laws thereof. All disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the federal or state courts having jurisdiction in New York County, New York. The Parties to this Agreement hereby irrevocably waive any objection to jurisdiction and venue of any action instituted in connection herewith and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens*.

Section 10.6   **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, which shall not be unnecessarily withhold, conditioned or delayed; however, either Party may assign this Agreement without such consent in the case of a merger, consolidation, sale of a substantial part of such Party's assets or any other transaction in which more than fifty percent (50%) of such Party's voting rights the power to direct or cause the direction of the management or policies of an entity, whether through the ability to exercise voting power, by contract or otherwise are transferred. Any attempt to assign this Agreement in violation of this Section shall be deemed null and void.

Section 10.7   **Waiver.** No waiver of the terms and conditions of this Agreement will be binding on either Party unless made in writing and signed by both Parties. No failure or delay on the part of DynamicWeb or Client in exercising any right will operate as a waiver, nor will any single or partial exercise of any right by any Party preclude any other or further exercise of any other right.

Section 10.8   **Severability.** If any portion of this Agreement is to any extent determined to be illegal, invalid or unenforceable by a court or arbiter of competent jurisdiction, the remainder of this Agreement will not be affected and will remain valid and enforceable. In addition, the affected portion of this Agreement will remain in effect in all circumstances other than the circumstances that caused the court or arbiter to find that part to be illegal, invalid or unenforceable.

Section 10.9   **Independent Contractors.** Nothing in this Agreement shall operate to or be construed or interpreted as to render the Parties hereto as other than independent contractors, nor shall anything in this Agreement operate or be construed or interpreted as to render any Party, or any of such Party's Representatives, to be employees, agents, associates, joint ventures or partners of the other Party.

Section 10.10   **Rules of Construction.** Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and neuter, and vice versa. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation" whether or not such words actually appear thereafter. Whenever the word "or" is used in this Agreement, it shall not be deemed to be exclusive. Headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement or of any provision herein. This Agreement has been fully negotiated by the Parties and shall not be construed by any Governmental Authority against either Party by virtue of the fact that such Party was the drafting party.

Section 10.11   **Exhibits; Recitals.**   The exhibits referenced in this Agreement and the recitals are specifically made a part hereof.

Section 10.12   **Counterparts.** This Agreement may have multiple signature pages signed separately in different locations which, when together, shall be considered one and the same Agreement as of the date the last Party signed, and shall become a binding agreement when the signed signature pages have been delivered to the other Party. Each Party is permitted to deliver this Agreement to the other Party by signing it with e-signature (such as DocuSign) or by sending a copy of their signed signature pages via facsimile or as an attachment in portable document format (PDF) or other email attachment format to an email addressed to the other Party.

* * * * *

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized Representatives as set forth below.

DYNAMICWEB NORTH AMERICA, INC.   [●]

By: _____   By: _____

Printed Name: _____   Printed Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Exhibits:
   A.   Form Support Services Addendum
   B.   Form Hosting Addendum
   C.   Personal Information Processing Agreement

EXHIBIT A

FORM SUPPORT SERVICES ADDENDUM

This support services addendum (this "**Support Services Addendum**") under the Master Services Agreement between DYNAMICWEB NORTH AMERICA, INC. ("**DynamicWeb**") and **[●]** ("**Client**"), dated _____ ___, 20__ (the "**Agreement**") is entered into as of the Support Services Effective Date set forth below. The terms and conditions of this Support Services Addendum are hereby incorporated in and subject to the terms and conditions of the Agreement. In the event of a conflict between the Agreement and this Support Services Addendum, the terms of the Agreement shall prevail. All capitalized terms that are used but not defined in this Support Services Addendum shall have the respective meanings given to them in the Agreement.

Support Services Effective Date: **[●]**

1. **Selected Support Plan:** The following support plans are available at this time. Terms of all plans may change from time to time, with 30-day prior notice (see Section 9 below).

Support Plan	Bronze	Silver	Gold
Support Desk Hours (Section 7 below)	8am ET 5pm ET Weekdays	8am ET 5pm ET Weekdays	8am ET 5pm ET Weekdays
Priority Response			✓
Access to Support via email (Section 4)	✓	✓	✓
Access to Support via phone			✓
DynamicWeb Software Updates (Section 6)	✓	✓	✓
Access to Knowledge Base	✓	✓	✓
Included Support Hours (Section 5)	0 hours	1 hours	3 hours
Hourly rate for Extra Support	$250	$225	$200
Marketing Tools Training (Section 8)			✓
Price per month	**$100**	**$250**	**$500**

Selected Support Plan (Please check appropriate box)	☐	☐	☐

Client may change the support plan level at the beginning of each month.

2. **Types of Support Service:** Support Services come in two types that differ in invoicing mechanics.

    (a) Support Plan Services ("**Support Plan Services**") are delivered each month, within the parameters defined in the support plan level Client has selected in Section 1 above. Client may change the support plan level as described at the end of Section 1 above.

    (b) Extra Support Hours ("**Extra Support Hours**") will be charged to Client if the support time spent on resolving Client's tickets for any components of the Solution other than the core bug fixing of the Software exceeds the Included Support Hours specified in Client's chosen support plan, in any given month.

In cases where Client's support request entails development work, training or advisory services, DynamicWeb will make efforts to estimate how many extra support hours will be required to address these needs, beyond the included support hours specified in Client's chosen support plan.

3. **Invoicing and Payment:** Invoices are sent out one month ahead of when the Support service is delivered and are due and payable within thirty (30) days as from issuance of the invoice by DynamicWeb. Client has selected the following invoicing:

   (a) **Support Plan Services are invoiced monthly in advance**. Credit card payment for these monthly recurring transactions is requested but not mandatory. DynamicWeb's accounting department will reach out to Client to coordinate the setup of credit card or other payment details.

Payment of Plan Services (Please check appropriate box)	☐ **Credit Card** ☐ **Other**

   (b) **Extra Support Hours** will be charged to Client if the support time spent on resolving Client's tickets for any components of the Solution other than the core bug fixing of the Software exceeds the Included Support Hours specified in Client's chosen support plan, in any given month. Extra Support Hours that Client may have incurred in any given month will be billed to Client separately per the end of the respective month. Invoices will include itemized time logs that document tickets and corresponding duration of work. Client may choose to have invoices for Extra Support Hours charged to the credit card on file or to have them sent to Client's billing department to be processed in accordance with Client's standard bill-payment process.

Payment of Extra Support Hours (Please check appropriate box)	☐ **Credit Card** ☐ **Standard Bill Processing**

4. **Support via e-mail:** This is the preferred and highly recommended method for submitting and responding to ticket requests, because it establishes a traceable and efficient support process. Client should keep in mind that the odds of quickly diagnosing and fixing a problem increase dramatically if the support team can replicate the problem. Client's well-conceived, written description of the problem and of the preceding actions that led to its discovery will speed resolution times. Client should be prepared to respond to written questions from DynamicWeb's support team, as it works on replicating and diagnosing the problem and finding the appropriate solution.

5. **Included Support Hours**. The included support hours listed in association with Client's plan ("**Included Support Hours**") define how long support personnel will spend to close Client's ticket requests for any components of the Solution other than the core bug fixing of the Software at no additional charge. Minimum ticket time per call, e-mail, or incident is 5 minutes (= 12 tickets per hour).

   If Client uses more support hours in a month than the Included Support Hours in Client's plan, any additional support Client requires for any components of the Solution other than the core bug fixing of the Software will be billed at the hourly rate associated with the support plan selected by Client.

6. **Software Updates**. DynamicWeb provide continuous updates to the Software, in intervals described and documented at https://doc.dynamicweb.com.

   (a) **Releases.** Since digital business technologies change rapidly over time, DynamicWeb provides major releases every two to three years. These are substantial new versions of DynamicWeb that include significant new functionality. Major releases are denominated by an increase in the first version number such as version 9 succeeding version 8. Minor releases and hotfixes are provided multiple times per year. While upgrading to a new version is not mandatory, DynamicWeb highly

recommends it since new versions ensure that Client's digital business solution remains at the cutting edge and can support Client's evolving business needs for many more years.

Updating the Solution is a fee-based service. It may be done either via a Statement of Work (Professional Services) or via Extra Support Hours (see (b)).

    (b) **Customized Updates.** In case the Solution is customized to work with Client's particular business processes, system integrations, data structures, etc., there is a possibility that some upgrades may not run "out of the box" without extra time spent on configuring, tweaking and retesting those customizations. These Extra Support Hours will be itemized and invoiced as described above in Section 1.

7. **Support Desk Hours**. While the table in Section 1 defines "Support Desk Hours" for each support plan, Client can open support tickets at any time, 24x7. DynamicWeb will respond to every ticket during the "Support Desk Hours", within the "Response Time" set forth in Annex 1.

Client shall send its support requests to support@dynamicwebusa.com.

8. **Marketing Tools Training**. As part of DynamicWeb's Gold Support plan, DynamicWeb provides up to 8 hours, per 12-month period, to train Client's team in the use of our marketing tools so that Client can get the most out of its new digital marketing platform. Client can book those sessions in one or more blocks of time with a minimum of 2 hours per block.

9. **Amendment**. DynamicWeb may amend this Support Services Addendum from time to time in its sole discretion by giving Client thirty (30) days' prior written notice.

10. **Service Levels**. The specific service levels are set forth in Annex 1.

IN WITNESS WHEREOF, the Parties have caused this Support Services Addendum to be executed and delivered by their duly authorized Representatives as set forth below.

DYNAMICWEB NORTH AMERICA, INC.   [●]

By: _____   By: _____

Printed Name: _____   Printed Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Annex 1: Service Levels

ANNEX 1 TO SUPPORT SERVICES ADDENDUM

SERVICE LEVELS

1. **Contact Addresses**

   1.1. **Support Desk**
   For general problems with its website and to follow up on Client's support tickets, Client shall contact support@dynamicwebusa.com.

   1.2. **Site Down**
   If Client's website is hosted by DynamicWeb and fails to function or slows severely outside of the Support Desk Hours stipulated in the Support Services Addendum, Client shall contact support@dynamicwebusa.com.

   1.3. **Billing**
   For billing inquiries regarding Client's account, Client shall contact accounting@dynamicwebusa.com.

   1.4. **Sales**
   For Inquiries regarding the purchase of additional solutions or services, Client shall contact sales@dynamicwebusa.com.

2. **Support Services**
   Support plan services and extra support hours are delivered, priced and invoiced as described in the Support Services Addendum.

   The support services are delivered to representatives of Client's company named in the Support Services Addendum, as may be updated by Client from time to time. No support to Client's end-users shall be provided by DynamicWeb unless specifically agreed to in writing by DynamicWeb.

3. **Incident Reports**
   If an incident causes Client's DynamicWeb site or any of its functionality to be unavailable temporarily or to not function as expected, Client shall send an incident report to support@dynamicwebusa.com describing the problem. DynamicWeb will open a support ticket within the response time stipulated in the Support Services Addendum.

   Correspondence via e-mail is the preferred and highly recommended method for submitting incident reports and responding to ticket requests, because it establishes a traceable and efficient support process.

4. **Required Support Services Level Response and Resolution Time Table**
   DynamicWeb will respond to and Resolve all reported Errors within the following times based on Client's designation of the severity level of the associated Error. "**Respond**" means, for a Critical Error, a DynamicWeb Support Personnel contact a Client in person via Support Desk Ticket response to acknowledge receipt of a reported Error, and for all other Errors, a DynamicWeb Support Personnel contacts Client via Support Desk Ticket response to acknowledge receipt of a reported Error. "**Resolve**" or "**Resolution**", with respect to any particular Error, that DynamicWeb has implemented a change to the DynamicWeb Product or website that permanent corrects the Error. A "**workaround**" is a temporary measure that avoids or reduces the impact of the Error.

Severity Level of Error	Definition	Required Support Services Level Response Time	Required Support Services Level Resolution Time
1	CRITICAL ERROR*: An Error that meets one or more of the following requirements: (a) Affects entire website or Client's use of any major function of the DynamicWeb Products; (b) Website is down or operating in materially degraded state; (c) Client Data integrity is at risk; (d) Users unable to purchase Client products, including timeouts and freezes; or (e) Widespread access interruptions.	*Initial Response:* DynamicWeb will acknowledge receipt of a reported Error within 1 hour *Work on Resolution*: DynamicWeb will work on the problem continuously to: (a) restore the DynamicWeb Products and associated website to a state that allows Users to continue to order, purchase and use all functions of DynamicWeb Products and associated website in all material respects within 1 days of when the Level 1 Response time has elapsed; and (b) exercise best efforts to Resolve the Error until full restoration of function is provided.	DynamicWeb will Resolve the reported Error as soon as practicable and no later than 1 day after DynamicWeb's receipt of the reported Error. If DynamicWeb Resolves the reported Error by way of a work-around, the severity level assessment will be reduced to a Severity Level 2 Error.
2	MEDIUM ERROR*: An Error that meets one of the following requirements: (a) Severity Level 1 Error for which Client has received, within the Resolution time for Severity Level 1 Errors, a work-around that Client has accepted in writing; or (b) An Error, other than a Severity Level 1 Error, that impairs or disables ordering and sales on a website for DynamicWeb Products or the operations of Client's business	*Initial Response:* DynamicWeb will acknowledge receipt of a reported Error or, where applicable, a Severity Level 1 Error work-around, within 1 day. *Work on Resolution:* DynamicWeb will, within 3 days after the Response time has elapsed, provide: (a) an emergency fix or work-around for the affected DynamicWeb Products and associated website(s) or (b) a temporary release or update release for the DynamicWeb Products and associated website(s), which allows Client to continue to use all functions of the DynamicWeb Products and associated websites in all material respects.	DynamicWeb will Resolve the reported Error as soon as practicable and no later than 14 days after DynamicWeb's receipt of the reported Error or, where applicable, Client's written acceptance of a Severity Level 1 Error work-around.
3	MINOR ERROR*: An isolated or minor Error that meets each of the following requirements: (a) Does not significantly affect DynamicWeb Products or any website functionality; (b) Can or does impair or disable only certain non-essential website or DynamicWeb Product functions; (c) Does not significantly affect Users ability to order and sell or purchase products via the website; and (d) Has no or no more than a minuscule effect on the DynamicWeb Products or the operations of Client's business.	*Initial Response:* DynamicWeb will acknowledge receipt of the reported Error within 7 days. *Work on Resolution:* Thereafter the DynamicWeb will use commercially reasonable efforts to resolve the Error.	DynamicWeb will Resolve the reported Error as soon as practicable and no later than 30 days after DynamicWeb's receipt of the reported Error.

5. **Support Services Escalation.**
    a. **Escalation.** With respect to any Critical reported Error, until such reported Error is Resolved, DynamicWeb will escalate that reported Error within sixty (60) minutes of the acknowledgement of receipt of such reported Error by the appropriate DynamicWeb Support Services Personnel identified to Client in writing.

    b. **Corrective Action Plan.** If two or more Critical Errors occur in any thirty (30) day period during (a) the term of this Agreement or (b) any additional periods during which DynamicWeb does or is required to perform any Support Services, DynamicWeb will promptly investigate the root causes of these Critical Errors and provide to Client within five business days of its receipt of notice of the second such reported Error an analysis of such root causes and a proposed written corrective action plan for Client's review, comment and approval, which, subject to and upon Client's written approval, will be a part of, and by this reference is incorporated in, this Agreement as the Parties' corrective action plan (the "**Corrective Action Plan**").   The Corrective Action Plan will include, at a minimum: (i) DynamicWeb's commitment to Client to devote the appropriate time, skilled Personnel, systems support and equipment and other resources necessary to Resolve and prevent any further occurrences of the Errors giving rise to such reported Errors; (ii) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Errors and (iii) time frames for implementing the Corrective Action Plan.

    c. **Reporting.** Within 15 days of the end of each month, DynamicWeb will provide a report to Client on the Response and Resolution metrics for the preceding month. The reports will be in a structure that is available as a standard output of the support desk software which DynamicWeb uses (Teamwork Desk).

6. **Miscellaneous**.
    a. Issues related to individual user's local device customizations, add-ins/plugins, or other local customizations impacting site behavior are not included in this Support Services Addendum.

    b. The Support Services described in this Annex 1 (Service Levels) are based on the assumption that any issue can be consistently reproduced by DynamicWeb, if needed with directions from Client.

    c. THE SUPPORT SERVICES DESCRIBED IN THIS ANNEX 1 (SERVICE LEVELS) REFLECT DYNAMICWEB'S EFFORTS ONLY AND ARE NOT GUARANTEED IN CASES WHERE CLIENT DATA OR CLIENT EFFORTS ARE REQUIRED TO RESOLVE THE ISSUE.

EXHIBIT B

FORM HOSTING ADDENDUM

This hosting addendum (this "**Hosting Addendum**") under the Master Services Agreement between DYNAMICWEB NORTH AMERICA, INC. ("**DynamicWeb**") and **[●]** ("**Client**"), dated _____ ___, 20__ (the "**Agreement**") is entered into as of the Hosting Effective Date set forth below. The terms and conditions of this Hosting Addendum are hereby incorporated in and subject to the terms and conditions of the Agreement. In the event of a conflict between the Agreement and this Hosting Addendum, the terms of the Agreement shall prevail, unless this Hosting Addendum expressly references the specific provision of the Agreement to be modified by this Hosting Addendum. All capitalized terms that are used but not defined in this Hosting Addendum shall have the respective meanings given to them in the Agreement.

Hosting Effective Date: **[●]**

1. **Hosting.** DynamicWeb shall provide Microsoft Azure hosting services through Sherweb, Inc., a Microsoft Azure Cloud Service Provider (the "**Hosting Provider**"), pursuant to the terms and conditions set forth in this Hosting Addendum.

2. **Hosting Plan.** The three possible hosting plans are stated below (Silver, Gold, Platinum). Client has selected the following plan:
   - ☐ Silver Plan
   - ☐ Gold Plan
   - ☐ Platinum Plan

Silver Plan

All the basics for a small B2B website with up to 10,000 pageviews per month. This plan will support a single website on a Standard SQL configuration. Great for a growing business with an ecommerce initiative.

Description	Quantity	Monthly Recurring Cost	Monthly Recurring Total
Dedicated: 2 vCPUs, 8GB RAM	1	Included	Included
P10 + P6 Disk combo (64GB data disk) - Premium	1	Included	Included
Azure SQL Database	1	Included	Included
IP Address	1	Included	Included
Shared costs (AADDS)	1	Included	Included
Bandwidth allotment	1	Included	Included
Managed Hosting Services - Includes 24/7 monitoring, OS patching, and daily backups with a 2-week retention period	1	Included	Included

Total Monthly Recurring Cost	**$598.00**
One-time setup fee	**$400.00**

Gold Plan

Double the horsepower of the Silver plan, perfect for a business with an established B2B or B2C ecommerce market share. With up to 100,000 pageviews per month, this plan will support multiple websites on a Premium SQL configuration.

Description	Quantity	Monthly Recurring Cost	Monthly Recurring Total
Dedicated: 4 vCPUs, 16GB RAM	1	Included	Included
P10 + P6 Disk combo (64GB data disk) – Premium	1	Included	Included
Azure SQL Database	1	Included	Included
IP Address	1	Included	Included
Shared costs (AADDS)	1	Included	Included
Bandwidth allotment	1	Included	Included
Managed Hosting Services - Includes 24/7 monitoring, OS patching, and daily backups with a 2-week retention period	1	Included	Included

Total Monthly Recurring Cost	**$929.00**
One-time setup fee	**$400.00**

Platinum Plan

In this plan, the web site is served by two dedicated web servers while the underlying database runs on Azure's highly available infrastructure. This setup is ideal for medium to large sized sites with up to 500,000 pageviews per month. Besides the increased user load, this plan also offers better up-time as one web server can take over while the other is temporarily offline (for example during the patching of the server).

Description	Quantity	Monthly Recurring Cost	Monthly Recurring Total
Dedicated: 4 vCPUs, 16GB RAM	2	Included	Included
P10 + P6 Disk combo (64GB data disk) - Premium	2	Included	Included
Azure SQL Database	1	Included	Included
IP Addresses	2	Included	Included
Shared costs (AADDS)	2	Included	Included
Bandwidth allotment	2	Included	Included
Managed Hosting Services - Includes 24/7 monitoring, OS patching, and daily backups with a 2-week retention period	1	Included	Included
Load Balancer	1	Included	Included

Total Monthly Recurring Cost	**$1,682.00**
One-time setup fee	**$1,200.00**

3. **Pricing**. Section 2 of this Hosting Addendum sets forth the one-time set up fee and the monthly recurring base cost per plan. Actual monthly costs may vary from month to month based on additional hosting resources and services requested by Client (such as additional hardware or services required to handle peaks in traffic). From time to time, the Parties will agree upon by email on any such additional resources and services required. All fees and costs under this Hosting Addendum are considered the "**Hosting Fees**".

4. **Payment Terms**. DynamicWeb will send monthly invoices to Client for the Hosting Fees. Invoices are issued one month ahead of when the hosting service will be provided and are due and payable 30 days net from the invoice date.

5. **Term.** Each Party may terminate this Hosting Addendum for any or no reason by providing the other Party with written notice at least thirty (30) days prior to the desired effective date of termination. Notwithstanding Section 9.2.1 of the Agreement, such desired effective date of termination must be the end of a calendar month.

6. **Microsoft; Hosting Provider.**

    (a) Client must accept the Microsoft Customer Agreement accessible at https://www.microsoft.com/licensing/docs/customeragreement before the Hosting Effective Date. Client hereby represents and warrants and covenants that Client has accepted or will accept the Microsoft Customer Agreement before the Hosting Effective Date. The terms of the Microsoft Customer Agreement are incorporated herein by reference and shall form an integral part of this Hosting Addendum.

    (b) The Hosting Provider's legal terms are accessible at https://www.sherweb.com/legal/.

7. **Hosting Services.** DynamicWeb shall provide the following hosting services related to Microsoft Azure (the "**Hosting Services**") to Client:

    (a) **Hosting of DynamicWeb Products**. DynamicWeb shall install and maintain the Solution on the Hosting Provider's server and allow Client to access and use the Solution remotely. DynamicWeb shall be responsible for providing, or procuring through the Hosting Provider, use of the hosting environment, including all components necessary to enable Client's access and use the Solution in accordance with this Hosting Addendum.

    (b) **Hosting.** Based on Client's instructions, DynamicWeb shall provide services to host, manage, operate, monitor, support and maintain the Solution. DynamicWeb shall provide operations and performance monitoring, administration, security management and administration, back-up and improvement the performance and reliability of the Solution. DynamicWeb shall provide Client with help desk and problem management.

    (c) **Recommendation re: Performance Standards.** From time to time, DynamicWeb may make recommendations to Client about performance standards of server hardware to Client. Such recommendations will be based on DynamicWeb's expertise and monitoring of Client's data and performance flow. DynamicWeb will not be responsible for Client's selection of the performance standards nor their implementation or results.

    (d) **Reporting.** On a monthly basis (or such period as agreed upon by the Parties) and as otherwise reasonably requested by Client from time to time, DynamicWeb shall provide a report with relevant data regarding availability and performance of the Solution.

    (e) **Recommendation re: Data Storage.** From time to time, DynamicWeb may make recommendations to Client about data storage. Such recommendations will be based on DynamicWeb's expertise and monitoring of Client's storage needs. DynamicWeb will not be responsible for Client's selection of data storage levels nor their implementation or results.

    (f) **Administration Services.** DynamicWeb will (a) perform nightly backups of the key databases; (b) perform administrative services necessary for running and maintaining the Solution; (c) perform administrative services for troubleshooting routing issues and resending data as needed; (d) monitor the Solution so as to detect problem transactions in a timely manner and inform Client about problems with the Solution.

    (g) **Back-Up Services.** DynamicWeb will implement or procure through the Hosting Provider the appropriate backup procedures and policies to ensure the data contained within the Solution will be kept in a safe and secure location in the event a restoration is necessary to revert back from a loss of data or other failed service. Such measures may include redundant hardware, replica database, backup to disk, off-site backup and data archiving.

(h) **Access and Use of Data.** DynamicWeb shall ensure that no persons other than the Client and the Users have access to or obtain Client's data and that only Users with appropriate access privileges input, use or access such data. DynamicWeb (a) shall not permit the disclosure of Client's data to unauthorized individuals, (b) shall not permit unauthorized modification or destruction of such data, (c) shall immediately notify Client of any security breach relating to the Solution that may involve User's passwords or such data.

8. **Security.** Each Party is responsible for maintaining the security and confidentiality of all passwords issued by DynamicWeb to Client for the purpose of Client's and Users' access and use of the Solution and all other security measures utilized in connection therewith.

IN WITNESS WHEREOF, the Parties have caused this Hosting Addendum to be executed and delivered by their duly authorized Representatives as set forth below.

DYNAMICWEB NORTH AMERICA, INC.   **[●]**

By: _____   By: _____

Printed Name: _____   Printed Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

EXHIBIT C

PERSONAL INFORMATION PROCESSING AGREEMENT (this "PIPA")

This PIPA is hereby made part of and incorporated into the Master Services Agreement (the "**Agreement**"). Unless defined in this PIPA or defined differently in this PIPA, interpretations and defined terms set forth in the Agreement apply to the interpretation of this PIPA. In the event of a conflict or inconsistency between this PIPA and the other terms of the Agreement, this PIPA shall prevail.

1.   Additional Definitions

 The following definitions apply in this PIPA.

"Business Purpose" means the Services.

"Data Subject" means an individual who is the subject of Personal Information.

"Personal Information" means any information DynamicWeb processes for Client that (a) identifies or relates to an individual who can be identified directly or indirectly from that data, or (b) the relevant Privacy and Data Protection Requirements otherwise define as protected personal information.

"Processing," "processes," or "process" means any activity that involves the use of Personal Information or that the relevant Privacy and Data Protection Requirements may otherwise include in the definition of processing, processes, or process. It includes obtaining, recording, or holding the data, or carrying out any operation or set of operations on the data including, but not limited to, organizing, amending, retrieving, using, disclosing, erasing, or destroying it. Processing also includes transferring Personal Information to third parties.

"Privacy and Data Protection Requirements" means any and all applicable federal, state, and foreign laws and regulations relating to the processing, protection, or privacy of the Personal Information, including where applicable, the guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction.

"Security Breach" means any act or omission that compromises the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place to protect it. The loss of or unauthorized access, disclosure, or acquisition of Personal Information is a Security Breach whether or not the incident rises to the level of a security breach under the Privacy and Data Protection Requirements.

2.   Personal Information Types and Processing Purposes

2.1   Client retains control of the Personal Information and remains responsible for its compliance obligations under the applicable Privacy and Data Protection Requirements, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to DynamicWeb.

3.   DynamicWeb's Obligations

3.1   DynamicWeb will only process, retain, use, or disclose the Personal Information to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with Client's written instructions. DynamicWeb will not process, retain, use, or disclose the Personal Information for any other purpose or in a way that does not comply with this PIPA or the Privacy and Data Protection Requirements. DynamicWeb must promptly notify Client if, in its opinion, Client's instruction would not comply with the Privacy and Data Protection Requirements.

3.2   DynamicWeb will promptly comply with any Client request or instruction requiring DynamicWeb to amend, transfer, or delete the Personal Information, or to stop, mitigate, or remedy any unauthorized processing.

3.3   DynamicWeb will maintain the confidentiality of all Personal Information, will not sell it to anyone, and will not disclose it to third parties unless Client or this PIPA specifically authorizes the disclosure, or as required by law. If a law requires DynamicWeb to process or disclose Personal Information, DynamicWeb must first inform Client of the legal requirement and give Client an opportunity to object or challenge the requirement, unless the law prohibits such notice.

3.4   If requested by Client, DynamicWeb will reasonably assist Client with meeting Client's compliance obligations under the Privacy and Data Protection Requirements, taking into account the nature of DynamicWeb's processing and the information available to DynamicWeb.

3.5   Client acknowledges that DynamicWeb is under no duty to investigate the completeness, accuracy, or sufficiency of any specific Client instructions or the Personal Information other than as required under the Privacy and Data Protection Requirements.

4.   DynamicWeb's Employees

4.1   DynamicWeb will limit Personal Information access to:

(a)   those employees who require Personal Information access to meet DynamicWeb's obligations under this PIPA and the Agreement; and

(b)   the part or parts of the Personal Information that those employees strictly require for the performance of their duties.

4.2   DynamicWeb will ensure that all employees who will have access to any Personal Information pursuant to this PIPA:

(a)   are informed of the Personal Information's confidential nature and use restrictions;

(b)   have undertaken training on the Privacy and Data Protection Requirements relating to handling Personal Information and how it applies to their particular duties; and

(c)   are aware both of DynamicWeb's duties and their personal duties and obligations under the Privacy and Data Protection Requirements and this PIPA.

5.   Security

5.1   DynamicWeb must at all times implement appropriate technical and organizational measures designed to safeguard Personal Information against unauthorized or unlawful processing, access, copying, modification, storage, reproduction, display, or distribution, and against accidental loss, destruction, or damage.

5.2   DynamicWeb will notify Client if it becomes aware of any advance in technology and methods of working, which indicate that the parties should adjust their security measures.

5.3   DynamicWeb must take reasonable precautions to preserve the integrity of any Personal Information it processes and to prevent any corruption or loss of the Personal Information, including but not limited to establishing effective back-up and data restoration procedures.

6.   Security Breaches and Personal Information Loss

6.1   DynamicWeb will promptly notify Client if any Personal Information is lost or destroyed or becomes damaged, corrupted, or unusable. To the extent that it is able to do so, DynamicWeb will restore such Personal Information at its own expense.

6.2   DynamicWeb will immediately notify Client if it becomes aware of:

(a)   any unauthorized or unlawful processing of the Personal Information; or

(b)   any Security Breach.

6.3   Immediately following any unauthorized or unlawful Personal Information processing or Security Breach, the Parties will co-ordinate with each other to investigate the matter. DynamicWeb will reasonably co-operate with Client in Client's handling of the matter, including:

(a)   assisting with any investigation;

(b)   providing Client with physical access to any facilities and operations affected;

(c)   facilitating interviews with DynamicWeb's employees, former employees involved in the matter, and others involved in the matter; and

(d)   making available all relevant records, logs, files, data reporting, and other materials required to comply with all Privacy and Data Protection Requirements or as otherwise reasonably required by Client.

6.4   DynamicWeb will not inform any third party of any Security Breach without first obtaining Client's prior written consent, except when law or regulation requires it.

6.5   DynamicWeb agrees that Client has the sole right to determine:

(a)   whether to provide notice of the Security Breach to any Data Subjects, regulators, law enforcement agencies, or others, as required by law or regulation or in Client 's discretion, including the contents and delivery method of the notice; and

(b)   whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.

6.6   DynamicWeb will cover all reasonable expenses associated with the performance of the obligations under Section 6.2 and Section 6.3, unless the matter arose from Client's specific instructions, negligence, willful default, or breach of this PIPA, in which case Client will cover all reasonable expenses. Notwithstanding the foregoing, to the fullest extent permitted by law, DynamicWeb's coverage of expenses will not exceed the amount specified in the limitations of liability provision in Section 6.4 of the Agreement.

6.7   DynamicWeb will also reimburse Client for actual reasonable expenses Client incurs when responding to and mitigating damages, to the extent that DynamicWeb caused a Security Breach, including all costs of notice and any remedy as set out in Section 6.5. Notwithstanding the foregoing, to the fullest extent permitted by law, DynamicWeb's reimbursement for actual reasonable expenses will not exceed the amount specified in the limitations of liability provision in Section 6.4 of the Agreement.

7.   Subcontractors

7.1   DynamicWeb may only authorize a third party (subcontractor) to process the Personal Information if:

(a)   Client provides prior written consent after DynamicWeb supplies Client with details regarding such subcontractor;

(b)   DynamicWeb enters into a written contract with the subcontractor that contains terms substantially the same as those set out in this PIPA and, upon Client's written request, provides Client with copies of such contracts;

(c)   DynamicWeb maintains control over all Personal Information it entrusts to the subcontractor; and

(d)   the subcontractor's contract with respect to the Personal Information discussed herein terminates automatically on termination of this PIPA for any reason.

7.2   A list of DynamicWeb's subcontractors can be found in DynamicWeb's Privacy Policy https://www.dynamicweb.com/about/privacy-policy.

7.3   The Parties consider DynamicWeb to control any Personal Information controlled by or in the possession of its subcontractors.

8.   Complaints, Data Subject Requests, and Third Party Rights

8.1   DynamicWeb will notify Client promptly if it receives any complaint, notice, or communication that directly or indirectly relates to the Personal Information processing or to either party's compliance with the Privacy and Data Protection Requirements.

8.2   DynamicWeb will notify Client within ten (10) business days if it receives a request from a Data Subject for access to or deletion of their Personal Information.

8.3   DynamicWeb will give Client its full co-operation and assistance in responding to any complaint, notice, communication, or Data Subject request.

8.4   DynamicWeb will not disclose the Personal Information to any Data Subject or to a third party unless the disclosure is either at Client's request or instruction, permitted by this PIPA, or is otherwise required by law.

9.   Term and Termination

9.1   This PIPA will remain in full force and effect so long as:

(a)   the Agreement remains in effect; or

(b)   DynamicWeb retains any Personal Information related to the Agreement in its possession or control (the "**Term**").

9.2   Any provision of this PIPA that expressly or by implication should come into or continue in force on or after termination of the Agreement in order to protect Personal Information will remain in full force and effect.

9.3   If a change in any Privacy and Data Protection Requirement prevents either Party from fulfilling all or part of its obligations under the Agreement, the Parties will suspend the processing of Personal Information until that processing complies with the new requirements. If the Parties are unable to bring the Personal Information processing into compliance with the Privacy and Data Protection Requirement, they may terminate the Agreement upon written notice to the other Party.

10. <u>Data Return and Destruction</u>

10.1   At Client's request, DynamicWeb will give Client a copy of or access to all or part of Client's Personal Information in its possession or control in the format and on the media reasonably specified by Client.

10.2   On termination of the Agreement for any reason or expiration of its term, DynamicWeb will securely destroy or, if directed in writing by Client, return and not retain, all or any Personal Information related to the Agreement in its possession or control.

10.3   If any law, regulation, or government or regulatory body requires DynamicWeb to retain any documents or materials that DynamicWeb would otherwise be required to return or destroy, it will notify Client in writing of that retention requirement, giving details of the documents or materials that it must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention requirement ends. DynamicWeb may only use this retained Personal Information for the required retention reason or audit purposes.

11. <u>Records</u>

11.1   DynamicWeb will keep detailed, accurate, and up-to-date records regarding any processing of Personal Information it carries out for Client, including but not limited to, the access, control, and security of the Personal Information, approved subcontractors and affiliates, the processing purposes, and any other records required by the applicable Privacy and Data Protection Requirements (the "**Records**").

11.2   DynamicWeb will ensure that the Records are sufficient to enable Client to verify the DynamicWeb's compliance with its obligations under this PIPA.

12. <u>Audit</u>

13.1   DynamicWeb will permit Client and its third-party representatives to audit DynamicWeb's compliance with its PIPA obligations, upon at least thirty (30) days' notice, during the Term. DynamicWeb will give Client and its third-party representatives all necessary assistance to conduct such audits. The assistance may include, but is not limited to:

(a) physical access to, remote electronic access to, and copies of the Records and any other information held at DynamicWeb's premises or on systems storing Personal Information;

(b) access to and meetings with any of DynamicWeb's personnel reasonably necessary to provide all explanations and perform the audit effectively; and

(c) inspection of all Records and the infrastructure, electronic data, or systems, facilities, equipment, or application software used to store, process, or transport Personal Information.

13.2   The notice requirements in Section 13.1 will not apply if Client reasonably believes that a Security Breach occurred or is occurring, or if DynamicWeb is in breach of any of its obligations under this PIPA or any Privacy and Data Protection Requirements.

13.3   If a Security Breach occurs or is occurring, or DynamicWeb becomes aware of a breach of any of its obligations under this PIPA or any Privacy and Data Protection Requirements, DynamicWeb will:

(a) promptly conduct its own audit to determine the cause;

(b) produce a written report that includes detailed plans to remedy any deficiencies identified by the audit;

(c) provide Client with a copy of the written audit report; and

(d) remedy any deficiencies identified by the audit within ten (10) days, if feasible.

13.   Warranties

13.1   DynamicWeb warrants and represents that:

(a)   its employees, approved subcontractors, agents, and any other person or persons accessing Personal Information on its behalf are reliable and trustworthy and have received the required training on the Privacy and Data Protection Requirements relating to the Personal Information; and

(b)   it and anyone operating on its behalf will process the Personal Information in compliance with both the terms of this PIPA and all applicable Privacy and Data Protection Requirements and other laws, enactments, regulations, orders, standards, and other similar instruments; and

(c)   it has no reason to believe that any Privacy and Data Protection Requirements prevent it from providing any of the Services; and

(d)   considering the current technology environment and implementation costs, it will take appropriate technical and organizational measures to prevent the unauthorized or unlawful processing of Personal Information and the accidental loss or destruction of, or damage to, Personal Information, and ensure a level of security appropriate to:

(i)   the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, or damage; and

(ii)   the nature of the Personal Information protected; and

(iii)   comply with all applicable Privacy and Data Protection Requirement and its information and security policies, including the security measures required in clause 5.1.

13.2   Client warrants and represents that DynamicWeb's expected use of the Personal Information for the Business Purpose and as specifically instructed by Client will comply with all Privacy and Data Protection Requirements.

14.   Indemnification

14.1   DynamicWeb agrees to indemnify and defend at its own expense Client against all costs, claims, damages, or expenses incurred by Client or for which Client may become liable due to any failure by DynamicWeb or its employees, subcontractors, or agents to comply with any of its obligations under this PIPA or applicable Privacy and Data Protection Requirements. DynamicWeb's indemnification obligations are subject to the limitations of liability provision in Section 6.4 of the Agreement and any amount paid hereunder shall not exceed the amount specified in that Section.

14.2   Client agrees to indemnify and defend at its own expense DynamicWeb against all costs, claims, damages, or expenses incurred by the DynamicWeb or for which DynamicWeb may become liable due to any failure by Client or its employees, subcontractors, or agents to comply with any of its obligations under this PIPA or applicable Privacy and Data Protection Requirements.