DynamicWeb North America, Inc.

END USER LICENSE AND SOFTWARE MAINTENANCE AGREEMENT

This End User License and Software Maintenance Agreement (this "**Agreement**"), together with the Exhibit attached hereto, is a legal agreement between you ("**you**") and DynamicWeb North America, Inc., a Delaware corporation ("**DynamicWeb**") (you and DynamicWeb are sometimes hereinafter referred to as the "**Parties**" and individually as a "**Party**"), for all of the software specified in the Order Confirmation (as defined in Section 3.1) whether provided to you by DynamicWeb via a third-party hosting solution, a cloud hosted solution or via download from DynamicWeb's designated website and installation on your server, including all updates, and any media which may have been or may be delivered to you in connection with the foregoing (the "**Software**"), and all maintenance and software as a service (SaaS) provided to you by or on behalf of DynamicWeb (the "**Services**"), and, together with the Software and the Services, the "**DynamicWeb Products**"). Customization, design, setup, implementation and integration services to be provided by DynamicWeb are not part of the Services and are subject to a separate services agreement between the Parties (the "**Master Services Agreement**").

BY ELECTRONICALLY OR OTHERWISE ACCEPTING THIS AGREEMENT, DOWNLOADING, INSTALLING, COPYING, OR USING THE SOFTWARE IN ANY MANNER, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. READ THIS AGREEMENT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THE SOFTWARE. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, COPY, OR USE THE SOFTWARE.

1. **SOFTWARE LICENSE**

1.1. **GRANT OF LICENSE.** Subject to the terms and conditions of this Agreement, DynamicWeb grants to you a limited, personal, non-sublicensable, non-transferable, non-exclusive license to use the Software in accordance with the Order Confirmation solely on Designated Sites (as defined below). As part of such license, DynamicWeb will provide or make available to you the DynamicWeb Products set forth in the Order Confirmation and the license keys and other access credentials necessary to access, operate and use such DynamicWeb Products as contemplated in this Agreement. Without the prior written consent from DynamicWeb, you are not permitted to transfer the license granted hereunder to any unrelated third party, or license or outsource, all or part of the Software to, or otherwise permit the use of all or part of the Software by, any third party irrespective of whether such transfer takes place as a sale, gift, lease or otherwise. You also may not disclose any of the confidential information communicated to you in connection with the Software to any third party without the express prior written approval of DynamicWeb or, if applicable, the third party who has licensed Software to DynamicWeb (a "**Licensor**"). Notwithstanding the preceding, in no event shall entities under your common ownership or control be limited in their use of the Software on the Designated Sites nor the sharing of information relating to same, provided that such entities materially comply with the terms of this Agreement and the Order Confirmation. For purposes of clarification, such entities shall be construed as "you" under this Agreement.

"**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.

1.2. **RESERVATION OF RIGHTS AND OWNERSHIP.**

1.2.1. The Software is protected by U.S. and international copyright law and other intellectual property laws and treaties. DynamicWeb Software A/S ("**DynamicWeb Software**"), DynamicWeb, and/or one or more Licensors own all title, copyright, and other intellectual property rights in the Software. The Software is licensed, not sold, to you.

1.2.2. This Agreement does not grant you any implied or express rights to trademarks, service marks, copyright, patent, trade secret, invention or other intellectual property rights of DynamicWeb, DynamicWeb Software, any Licensors or any other party except to the extent of your use of the Software in compliance with this Agreement and with respect to copyrighted materials provided by DynamicWeb for use with the DynamicWeb Software pursuant to the terms of this Agreement. DynamicWeb reserves all rights not expressly granted to you under this Agreement.

1.2.3. Notwithstanding the preceding, or anything to the contrary herein or in the Master Services Agreement, (a) the source code is the property of DynamicWeb and (b) any workflows or enhancements specifically developed by DynamicWeb for you pursuant to the Master Services Agreement ("Developments") may be used by DynamicWeb in similar or modified form for other customers of DynamicWeb, provided, however, that DynamicWeb shall not disclose your Confidential Information (as defined below) or violate any other obligation of DynamicWeb under this Agreement.

1.2.4. You acknowledge that (a) the Software may include software that is (i) listed or otherwise identified as open source software in the Software or documentation by links or otherwise, as may be amended by DynamicWeb from time to time, or (ii) also published or made available to the public by a third-party licensor for use and distribution on a royalty-free basis (the "**Open Source Software**"), and (b) the Open Source Software is governed by the applicable license terms thereof. The Open Source Software provided under such license agreements is subject to the provisions of such license agreements and not this Agreement, except as expressly provided herein.

1.3. The consideration for the license granted hereby is in exchange for the timely and full payment of all applicable license, maintenance, and software as a service (SaaS) fees payable by you to DynamicWeb, including the Fees (as defined below).

2. **UPDATE; MAINTENANCE AND SUPPORT.** DynamicWeb will provide maintenance and technical support for the most recent update or version of the Software. DynamicWeb may provide maintenance and support for older versions of the Software; provided, however, that DynamicWeb reserves the right to suspend or terminate such support at any time, with or without notice. Any additional customization, design, setup, implementation and integration services required for an update are subject to a separate agreement between the Parties.

3. **GENERAL TERMS**

3.1. **OFFER AND ACCEPTANCE.** Attached hereto as Exhibit A is the order confirmation which sets forth the Software, the fees and payment terms and any other terms and conditions agreed to between the Parties (the "**Order Confirmation**"). The Order Confirmation is hereby made part of and incorporated into this Agreement. In the event of a conflict or inconsistency between the Order Confirmation and the other terms of this Agreement, the Order Confirmation shall prevail.

3.2. **USE OF NAMES AND MARKS.** You hereby grant DynamicWeb a limited, revocable, non-exclusive right and license to use your name, trade names, trademarks, service marks, logos, domain names and other distinctive brand features (collectively, "**Customer Marks**") (a) on its web sites, and (b) in printed and online advertising, publicity, directories, newsletters, and similar communications; provided, however, that the use of such Customer Marks shall be subject to your approval. If you so choose, you may use DynamicWeb's trade name, trademarks, service marks, logos, domain names and other distinctive brand features (collectively, "**DynamicWeb Marks**") in advertising and publicity using the Software, provided that you 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 any Customer Content (as defined below). Notwithstanding the foregoing, you need not obtain DynamicWeb's prior written approval where use of DynamicWeb Marks is limited to inclusion in a list of systems via which Customer Content is available.

"**Customer Content**" means any content, including without limitation photos, videos, literary, artwork, music, ideas, opinions, recommendations, advice, or other copyrightable material, provided by or on behalf of you, or by your users to, or to interface with, the Software.

3.3. **PAYMENTS.** The yearly software license fees (the "**Fees**") and the payment terms are set forth in the Order Confirmation. The Fees are non-refundable and non-cancellable and are due at the time stated in the Order Confirmation. You shall pay all amounts payable by you under this Agreement to DynamicWeb without setoff or counterclaim and without deduction or withholding. Should you fail to make any of these payments when due, DynamicWeb (a) shall be entitled to a late payment charge of the lesser of 1.5% per month or the maximum amount permitted by applicable law on all amounts not paid when due until payment in full is received by DynamicWeb, and (b) may, in addition to any other remedies available to it pursuant to the Order Confirmation or the terms of this Agreement or otherwise at law or in equity, without prior warning and in its sole and absolute discretion, terminate or restrict your ability to access and/or use the Software, including through the implementation of disabling technology. If a payment is returned or rejected by DynamicWeb's bank, due to your error, or DynamicWeb incurs additional costs in connection with such payment or any collection procedures due to your error, then you may be charged a service fee equal to the higher of $50 or DynamicWeb's actual costs incurred.

3.4. **BILLING POLICIES.** DynamicWeb's billing cycle for recurring Fees begins on the day DynamicWeb sets up your account, and is due on the day(s) set forth in the Order Confirmation. Accounts suspended and reactivated must pay all past due and current amounts.

3.5. **TAXES.** All license, service and other Fees for DynamicWeb Products are exclusive of all sales or VAT taxes, excise taxes, and similar taxes, levies or fees ("**Taxes**") in connection with the licensing of the Software, the provision of the Services or any hosting. You are responsible for and must pay in full all of such Taxes. If DynamicWeb is required to pay any such Taxes, you must promptly reimburse DynamicWeb therefor by the date specified on DynamicWeb's invoice. DynamicWeb may charge and you will pay applicable Taxes that DynamicWeb is legally obligated or allowed to collect from you. You will provide such information to DynamicWeb as reasonably required to determine whether DynamicWeb is obligated to collect Taxes from you. DynamicWeb will not collect, and you will not pay, any Taxes for which you furnish DynamicWeb a properly completed exemption certificate or a direct payment permit certificate for which DynamicWeb may claim an available exemption from such Taxes. All payments made by you to DynamicWeb under this Agreement will be made free and clear of any withholding or deduction for taxes. If any such taxes are required to be withheld on any payment, you will pay such additional amounts as are necessary so that the net amount received by DynamicWeb is equal to the amount then due and payable under this Agreement.

3.6. **SECURITY.** You understand and acknowledge that the internet is not a secure or completely reliable system, and that the DynamicWeb Products do not secure your websites from attack. None of DynamicWeb, DynamicWeb Software or any of their respective suppliers are responsible to you or any third party for any attack of any form on your websites.

3.7. **OTHER OBLIGATIONS.** You must inform all employees and others with access to the Software of the terms of this Agreement and are responsible for the compliance of your employees and others with the terms of this Agreement.

3.8. **EXPORT.** You shall comply with all applicable export laws and restrictions, including without limitation the regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or other United States or foreign agency or authority, and you shall not export, or allow the export or re-export of the Software in violation of any such restrictions, laws or regulations. By using the Software, you agree to the foregoing and represent and warrant that you are not under the control of, or a national or resident of any restricted country.

3.9. **INDEMNIFICATION.**

3.9.1. You shall defend, indemnify and hold harmless DynamicWeb, DynamicWeb Software, its affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any third party claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising from or relating to your use of the Software, any inaccuracy in or breach of any of your representations, warranties, covenants, or obligations under this Agreement or your gross negligence and intent.

3.9.2. DynamicWeb will defend, indemnify, and hold you harmless against claims brought against you by any third party alleging that your use of the Software in accordance with the terms and conditions of this Agreement constitutes a direct infringement or misappropriation of a third party's registered patent, registered copyright, or source code which constitutes a trade secret. DynamicWeb will pay damages finally awarded against you (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 the extent any claims arise out of or relate to (i) a modification of the Software by any party other than DynamicWeb without DynamicWeb's prior written consent; (ii) a combination of the Software, or any part thereof, with the Open Source Software or any other third party software, product or service where the combination is the basis of the claim or the claim could not have been asserted but for such combination; (iii) features that are not unique to the Software; (iv) use of other than the most current version of the Software; (v) third party content or any Open Source Software; (vi) any content on your websites; (vii) indirect infringement or any enhanced damages caused by willful infringement; (viii) your violation of any applicable law or third party rights; (ix) any actions or losses for which you are obligated to indemnify DynamicWeb pursuant to Section 3.9.1; (x) use of the Software in any manner for which there is not a current and paid up license for the DynamicWeb Products; (xi) use of the Software other than in accordance with this Agreement or the Software's technical documentation; (xii) your failure to implement any updates or other modifications or replacements of the Software made available to you by DynamicWeb or as directed by DynamicWeb; or (xiii) DynamicWeb's compliance with any designs, specifications, instructions or actions provided by you. In the event that a court holds that the Software, or if DynamicWeb believes a court may hold that the Software infringes any third party intellectual property right, DynamicWeb may in its sole discretion, do one of the following: (a) obtain for you the right to continue using the Software; (b) replace or modify the Software so that it becomes non-infringing while providing substantially equivalent performance; or in the event DynamicWeb determines in its sole discretion that (a) and (b) are not commercially reasonable options, (c) accept return of the Software and terminate this Agreement, and refund you a pro rata amount of the prepaid but unused Fees paid to DynamicWeb under this Agreement based on the percentage of the remaining term of this Agreement and you shall have no other remedies in respect of such infringement.

3.9.3. SECTION 3.9.2. STATES DYNAMICWEB'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT CLAIMS RELATED TO THE SOFTWARE.

3.9.4. Each Party's obligations under this Section 3.9 are subject to the Party seeking indemnification ("**Indemnitee**"): (i) giving the other Party ("**Indemnitor**") prompt written notice of any such claim in such detail as the Indemnitor may reasonably request; (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 Section 3.9; and (iv) not entering into any settlement or compromise of a claim without the Indemnitor's prior written consent.

3.10. **RESTRICTIONS ON USE.** You will not knowingly, nor will you knowingly permit your customers or any other third party to, use the Software for any illegal, fraudulent, unauthorized or improper manner or purpose, and will only use the Software in compliance with all applicable laws, rules and regulations, including all applicable state, federal and international internet, data, telecommunications, telemarketing, spam and import/export laws and regulations. Without limiting the foregoing, you will not knowingly allow your customers to use the Software to transmit or disseminate: (i) junk mail, spam or unsolicited material to persons or entities that have not agreed to receive such material or to whom you or your customers do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its customers or subscribers; (iii) material or data, that is illegal, or material or data that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene or otherwise objectionable (as determined by DynamicWeb in its sole discretion), materials that are harmful to minors or excessive in quantity; or (iv) material that offers for sale or commercial distribution of alcoholic beverages (e.g., beer, wine, or liquor), tobacco products (e.g., cigarettes, cigars, pipes, chewing tobacco), weapons or ammunition (e.g., firearms, bullets), illegal drugs (e.g., marijuana, heroin or cocaine), pornography (e.g., adult themes, sexual content), or gambling products; (v) viruses, Trojan horses, worms,

time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (vi) any material or information that is knowingly false, misleading, or inaccurate; or (vii) any material that would expose DynamicWeb, any third-party service provider involved in providing hosting or any other third party to legal liability.

3.11. **LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY.** The license granted hereby is a non-exclusive license to use the hosted Software for the purposes specified in the Order Confirmation. You may not take any steps, or cause other parties to take any steps, to obtain the source code and/or object code of the Software and to reverse engineer, decompile, or disassemble the Software, or export the Software in violation of U.S. laws or export restrictions.

3.12. **INTERRUPTIONS AND ERRORS.** You agree that DynamicWeb has no control of availability of any hosting on a continuous or uninterrupted basis, and DynamicWeb makes no warranty that any hosting will be uninterrupted, error-free, or completely secure. You acknowledge that there are risks inherent in internet connectivity or data transmission that could result in the loss of your data, privacy, confidential information and property.

4. LIMITED WARRANTY.

4.1. DynamicWeb warrants that the Software will in all material respects perform the functions described in the specifications contained in the Software's technical documentation for a period of sixty (60) days from the date of receipt. In the event that the Software fails to comply with the foregoing warranty, you shall send written notice to DynamicWeb prior to the expiration of the warranty period and such notice will describe in reasonable detail the nature of the nonconformance. AS TO ANY DEFECTS DISCOVERED AFTER THE SIXTY (60) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND.

4.2. Notwithstanding the foregoing, DynamicWeb will provide supplements or updates to the Software, including without limitation service packs or hot fixes (if any) during and after the expiration of the sixty (60) day limited warranty period. Each such supplement, update, service pack or hot fix shall be covered by the same limited warranty described in Section 4.1 for a period of sixty (60) days from the date it is issued.

4.3. The limited warranty pursuant to this Section 4 is void if failure of the Software has resulted from hosting or machine malfunction, by software malfunction not directly caused by DynamicWeb or its Licensors, by modification not made or authorized by DynamicWeb or Licensors in accordance with the Software's technical documentation, accident, misuse, misapplication, abnormal use or a virus. DynamicWeb does not warrant that the Software will meet your requirements, that the Software will operate in combination with other software and/or any updates or modifications thereof (even if you have obtained a module permitting the combination of such software with the Software), that the operation of the Software will be uninterrupted or error-free, or that all error conditions will be corrected.

5. DISCLAIMER OF IMPLIED WARRANTIES. THE LIMITED WARRANTY PURSUANT TO SECTION 4 IS THE ONLY WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES. EXCEPT FOR THE LIMITED WARRANTY OR DUE TO THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF DYNAMICWEB, ANY HOSTING PROVIDER OR ANY OF ITS THIRD PARTY DESIGNEES, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DYNAMICWEB, AND EACH OF ITS LICENSORS PROVIDE THE SOFTWARE AND SUPPORT SERVICES (IF ANY) AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIM 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.

6. EXCLUSIVE REMEDY; LIMITATION OF LIABILITY.

6.1. DynamicWeb's entire liability and your exclusive remedy for any breach of the limited warranty pursuant to Section 4 or for any other breach of this Agreement or for any other liability relating to the Software shall be, at DynamicWeb's sole and absolute option, the repair or replacement of the Software that does not

meet the limited warranty set forth in Section 4 within a reasonable time period, or repayment of the license fees or other invoices resulting from work performed by DynamicWeb. Any replacements will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

6.2.   In no event will DynamicWeb, DynamicWeb Software , its affiliates, a Licensor and/or any other of DynamicWeb's suppliers be liable to you under this Agreement or otherwise for cumulative, aggregate damages, expenses, costs, litigation defense costs, fees, liabilities, suits, claims, restitution settlements or losses, that exceed, in the aggregate, the Fees paid by you hereunder in the twelve (12) month period prior to the date of the first event giving rise to the action. This liability cap is cumulative, with all payments being aggregated to determine satisfaction of the limit. The existence of two or more claims or suits, whether related or not, will not enlarge this limit.

6.3.   The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails to make you whole, and regardless of the nature of the claim or action, whether for breach of contract, breach of warranty, tort, negligence or other theory of liability.

7.   EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. To the maximum extent permitted by applicable law, unless as a result of the gross negligence or willful misconduct of DynamicWeb or its affiliates, Licensors, or suppliers, in no event shall DynamicWeb, DynamicWeb Software, or any of their respective affiliates, Licensors or suppliers, be liable, whether in contract, tort, or otherwise, for any special, exemplary, incidental, punitive, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of revenue, actual or anticipated profits or savings, goodwill or reputation, or confidential or other information, for business interruption, for personal injury, for loss of privacy, for loss of, damage to, breach of, or corruption of data, for breach of security, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the Software, or otherwise under or in connection with any provision of this Agreement, even in the event of the fault, tort, misrepresentation, strict liability, breach of contract or breach of warranty of DynamicWeb or any of its affiliates or suppliers, even if advised of the possibility of such damages, whether foreseeable or unforeseeable.

You recognize and agree that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each Party under this Agreement and in the decision by each Party to enter into this Agreement.

8.   TERMINATION.

8.1.   This Agreement and the license granted herein shall become effective on the Effective Date (as defined in the Order Confirmation) and shall terminate upon the expiration of the Initial Term (as defined in the Order Confirmation). After the expiration of the Initial Term, this Agreement and the license granted herein shall automatically continue for a Renewal Term (as defined in the Order Confirmation), respectively successive Renewal Terms, unless either you or DynamicWeb provides the other Party with written notice of termination at least ninety (90) days prior to the expiration of the Initial Term or of the applicable Renewal Term. Any notice of termination must set forth the effective date of such termination (the "**Termination Date**"). In addition, during the Initial Term, either Party may terminate this Agreement for cause upon thirty (30) days' prior written notice if the other Party is in material breach of this Agreement and the material breach remains uncured at the expiration of the thirty (30) day period.

8.2.   Upon the Termination Date: (i) all of your licenses under this Agreement immediately terminate and you shall cease all use of the Software; (ii) at DynamicWeb's request, you shall certify in writing to DynamicWeb that you have ceased use of the Software and that all copies or embodiments thereof (including related documentation) in any form, including partial copies within modified versions, have been destroyed; (iii) you remain responsible for all Fees and charges you have incurred through the Termination Date; (iv) you will immediately return or, if instructed by DynamicWeb, destroy all DynamicWeb content in your possession; and (v) all Sections which by their content and meaning are meant to survive the termination

of this Agreement shall survive the termination of this Agreement and continue to apply in accordance with their terms.

8.3. In case this Agreement and the license granted herein is terminated by you for any reason or by DynamicWeb following your breach of this Agreement, the license fee shall still be due by you for the respective term (Initial Term or respective Renewal Term); if the license fee has been paid in full at the time of termination, no refund shall be issued by DynamicWeb, even if the termination takes place prior to the end of the license period. If the license fee is not paid in full, upon termination of this Agreement and license by you for any reason or by DynamicWeb following your breach of this Agreement, the unpaid balance of the license fee shall immediately become due and payable.

9. MISCELLANEOUS

9.1. **APPLICABLE LAW.** 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 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.

9.2. **ENTIRE AGREEMENT; SEVERABILITY.** With the exception of the Master Services Agreement, this Agreement constitutes the entire agreement between you and DynamicWeb relating to the Software and 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. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

9.3. **ASSIGNMENT.** You may not assign this Agreement without the prior written consent of DynamicWeb, which DynamicWeb shall not unnecessarily withhold, condition or delay. Any attempt by you to assign this Agreement without prior written permission shall be deemed null and void. Within the first year of the date of the Order Confirmation, DynamicWeb may not assign this Agreement without your prior written consent, which you shall not unnecessarily withhold, condition or delay.

9.4. **COUNTERPARTS**. This Agreement may be accepted by manual signature, electronic signature, or through an electronic system acceptable to both Parties, and may be executed in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

9.5. **ELECTRONIC COMMUNICATIONS**. All written communications hereunder may be made by electronic communication reasonably acceptable to DynamicWeb, and the terms "written" and "in writing" shall include all forms of electronic communication and electronic files in all formats reasonably acceptable to DynamicWeb (including without limitation MS Office Suite file formats, and PDF). Signatures may be applied in facsimile, scanned or other electronic form reasonably acceptable to DynamicWeb (including without limitation DocuSign), and each such signature shall be deemed an original signature of the Party intended to be bound thereby.

9.6. **ADDITIONAL TERMS.** This Agreement may not be supplemented, amended or modified without the written consent of DynamicWeb. Under no circumstances will the preprinted terms of any purchase order or any other terms apply to this Agreement unless expressly and specifically agreed to in a writing duly signed by DynamicWeb and/or you, as applicable. No waiver of the terms and conditions of this Agreement will be binding on DynamicWeb unless made in writing and signed by DynamicWeb, and/or you, as applicable. No failure or delay on the part of DynamicWeb or you 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. No agency, partnership, or joint venture is created by this Agreement. The Parties are and remain at all times independent contractors and not agents or employees of the other Party. Nothing in this Agreement shall be deemed to confer any rights or benefits to any third-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: _____

EXHIBIT A

ORDER CONFIRMATION

IN WITNESS WHEREOF, the Parties have caused this Order Confirmation 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: _____