

EFFECTIVE AS OF: January 9, 2018

REAL-TIME PREDICTIVE MARKETING™ (“RPM”) SUBSCRIPTION TERMS

THE FOLLOWING RPM SUBSCRIPTION TERMS AND CONDITIONS (“RPM SUBSCRIPTION TERMS”) WILL BE LEGALLY BINDING ON CLIENT UPON EXECUTION OF THE PURCHASE ORDER. CLIENT SHOULD CAREFULLY READ THE FOLLOWING RPM SUBSCRIPTION TERMS BEFORE EXECUTING THE AGREEMENT.

SECTION HEADINGS AND NUMBERS.

Certain Sections may have been renamed and/or renumbered in this document for convenience only and such renaming and/or renumbering shall not affect the validity, construction or interpretation of the Agreement. References in the Purchase Order to any Section names or numbers under this document shall be deemed to be a reference to the identified or corresponding provisions in this document to accomplish the reasonable intent and objectives of such provisions to the greatest extent possible under applicable law.

RPM SUBSCRIPTION TERMS.

Client acknowledges and agrees to the following subscription terms, which together with the terms of the Purchase Order entered into between Client and Vantage, shall govern Vantage’s provision of the services and deliverables described in the Purchase Order (the terms of these RPM Subscription Terms and the terms of the Purchase Order are collectively referred to as the “Agreement”). Capitalized terms not otherwise defined in these RPM Subscription Terms shall have the meaning given to them in the Agreement.

1. Terms of Services.

1.1. Subscription Services. Subject to Client’s ongoing compliance with the terms of this Agreement (including, but not limited to, any additional limitations or restrictions set forth in the Purchase Order, compliance with the Documentation, and timely payment of all applicable fees) and during the Term, Vantage hereby grants to Client a non-exclusive, non-transferable, non-sublicensable right during the Term to access and use the Service, solely for the internal business operations of Client. The terms of this Agreement shall also apply to updates and upgrades subsequently provided by Vantage to Client for the Service. Vantage shall host the Service and may update the functionality, user interface, usability and other user documentation, training and educational information of, and relating to, the Service from time to time in its sole discretion and in accordance with this Agreement as part of its ongoing mission to improve the Service and Client’s use of the Service.

For purposes of this Agreement, the term “Service” means, collectively, (A) the RPM subscription services identified in the Purchase Order and its related documentation provided by Vantage (such documentation to be referred to herein as the “Documentation”) and (B) the RPM computer platform and computer systems (consisting of, among other things, certain proprietary financial services software) (the RPM computer platform and computer systems are collectively referred to hereunder as the “RPM Platform”). The term “Service” does not include general consulting, implementation and/or training services to be provided to Client pursuant to the Purchase Order (collectively, the “Professional Services”) and the supplemental, fee-based technical support services to be provided to Client pursuant to the Purchase Order (collectively, the “Support Services”).

1.2. General Restrictions. Client shall not, directly or indirectly, and shall not authorize any third party to, (A) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of, reconstruct, or discover any hidden elements of the Service or deliverables provided in connection with the Purchase Order (except to the extent expressly permitted by applicable law notwithstanding this restriction); (B) copy, translate, adapt, modify or prepare derivative works of the Service or any deliverables provided in connection with any Purchase Order, or any portion of any of the foregoing; (C) write or develop any program based upon the Service, or any portion thereof, or otherwise use the Service in any manner for the purpose of developing products or services that compete with the Service; (D) sell, sublicense, transfer, assign, lease, rent, distribute, or grant a security interest in the Service or any rights thereto; (E) use the Service for the benefit of, or allow access to the Service by, unauthorized persons; (F) transmit unlawful, infringing or harmful data or code to or from the RPM Platform; (G) alter or remove any trademarks or proprietary notices contained in or on the Service; (H) circumvent or otherwise interfere with any authentication or security measures of the Service, or otherwise interfere with or disrupt the integrity or performance

thereof; **(I)** use the Service in a manner that is in violation of any third party rights of privacy or intellectual property rights; **(J)** issue or participate in any press release or other public statement related to this Agreement or the Service without prior written consent of Vantedge; **(K)** use or permit the use of any tools in order to probe, scan or attempt to penetrate or benchmark the Service; or **(L)** otherwise use the Service or any technology constituting or used to provide the Service except as expressly permitted hereunder.

1.3. Third Party Components. Client is solely responsible for obtaining all third-party hardware, software, and connectivity necessary to operate, access and use the Service (“Third-Party Components”), and Vantedge shall have no maintenance, support, warranty, or other obligations or liability regarding such Third-Party Components, whether or not Vantedge has provided specifications for such Third-Party Components or assisted Client in procuring such Third-Party Components.

1.4. Transmission of Data. Client understands that the technical processing and transmission of Client’s transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Service (collectively, the “Electronic Communications”) is fundamentally necessary to use of the Service. Client is responsible for securing DSL, cable or another high speed Internet connection and up-to-date “browser” software in order to utilize the Service. Client expressly consents to Vantedge’s interception and storage of Electronic Communications and/or any and all electronic data or information submitted to and stored in the Service by Client (“Client Data”) as needed to provide the services hereunder, and Client acknowledges and understands that Client’s Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Vantedge. Client further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. Without limiting Vantedge’s applicable obligations under Section 6 (Confidentiality), Vantedge is not responsible for any Electronic Communications and/or Client Data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned and/or operated by Vantedge, including, but not limited to, the Internet and Client’s local network.

1.5. Professional Services and Support Services. Vantedge offers option “for fee” Support Services and Professional Services, and shall provide such pursuant to the Purchase Order. Vantedge will own and retain all right, title and interest, including all intellectual property rights, in and to any work product or deliverables developed in connection with the Professional Services. Nothing in this Agreement or any Purchase Order shall be understood to prevent Vantedge from developing similar work product or deliverables for other customers.

1.6. Additional Client Responsibilities. Unless otherwise specified in the applicable Purchase Order, Client is solely responsible for applying any updates to the Service that Vantedge makes available to Client and implementing appropriate safeguards to protect the confidentiality, integrity, and availability of Client Data. If Client does not install an update within 60 days of receipt, any warranty provided herein or in the applicable Purchase Order with respect to the affected Service shall be invalidated and Vantedge shall have no obligation to correct errors or to indemnify Client for infringement claims to the extent that any such error(s) or infringement claim(s) would otherwise have been avoided or addressed if Client were operating on the current version of the Service. If Client is not operating on Vantedge’s most current update on or before 3 months after release of such update, then following 10 days’ prior written notice, Vantedge may cease to provide all associated Support Services, if any, without breach of this Agreement. Upon installation of the current update, such Support Services shall be reinstated, subject to payment of all applicable fees. Client is solely responsible for establishing backup and disaster recovery procedures for any necessary Third-Party Components and Client Data. Without limiting the foregoing, Client agrees that, in order to preserve a stable information systems environment for any Service licensed hereunder, Client will not, without Vantedge’s written authorization, tamper with, modify, add, or remove any other software on the server hosting the Service or any other software that may be integrated or bundled with the Service on other servers. Any Support Services required to repair Service errors resulting solely from Client’s actions shall be subject to payment by Client of Vantedge’s then-current applicable Support Services fees and/or Professional Services fees on a time and materials basis.

1.7. Ownership and Storage of Client Data; Client Analysis; Client Feedback.

(A) As between Vantedge and Client, all title and intellectual property rights in and to the Client Data is owned exclusively by Client. Client acknowledges and agrees that in connection with the provision of the Service, Vantedge may store and maintain Client Data for a period of time consistent with Vantedge's standard business processes. Following expiration or termination of the Purchase Order, Vantedge may deactivate the applicable Client account(s) and delete any data therein.

(B) The Service does not include archiving services. Except as expressly set forth in this Agreement, Vantedge reserves the right to remove Client Data from its data storage platforms at any time, and Vantedge expressly disclaims any obligations with respect to the storage or transfer of Client Data.

(C) Client hereby grants to Vantedge and its Affiliates (i) a limited, worldwide, royalty-free license during the Term to use all Client Data and other data made available to Vantedge by or on behalf of Client to perform Vantedge's obligations hereunder, and (ii) a worldwide, irrevocable, perpetual, royalty-free license (a) to use any non-personally identifiable information related to Client's use of the Service ("Usage Data") to improve Vantedge's products and services; (b) to compile and publish, if available in the Service, total sales and traffic information provided that any such use of Client Data will be reported in aggregate form and Vantedge shall not, at any time, disclose the identity of Client; and (c) to exploit without restriction all feedback provided by or on behalf of Client regarding the Service. Client otherwise represents and warrants that it has all required permissions or approvals from each of Client's applicable users of the Service as may be necessary for Client to provide such Client Data to Vantedge in connection with the delivery of the Service, and to comply with all laws applicable to Client's performance under this Agreement.

(D) Subject to Vantedge and/or its licensors ownership of the Service, Client retains all rights, title and interest in and to Client's analysis of information and data generated from queries employed by Client in its use of the Service.

(E) If Client or any of its users or recipients of the Service provides comments, suggestions, or feedback to Vantedge concerning the Service ("Feedback"), Vantedge may use, modify, and incorporate such Feedback to improve or enhance the Service or its other products and services, and Client hereby grants to Vantedge a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit such Feedback without restriction.

1.8. Vantedge Intellectual Property Rights.

(A) All rights, title and interest in and to the Service (including without limitation all intellectual property rights therein and all modifications, extensions, customizations, scripts and other derivative works of the Service provided or developed by Vantedge) are owned exclusively by Vantedge or its licensors. Except as provided in this Agreement, the rights granted to Client do not convey any rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto. Any rights in the Service or Vantedge's intellectual property not expressly granted herein by Vantedge are reserved by Vantedge. Vantedge, RPM service marks, logos and product and service names are marks of Vantedge (the "Vantedge Marks"). Client agrees not to display or use the Vantedge Marks in any manner without Vantedge's express prior written permission.

(B) In the event that, in the course of the discussions of the parties and the parties carrying out their respective obligations under this Agreement, Vantedge and/or Client discovers or develops any enhancement or modification of the Service, including, but not limited to, any software, source code, systems, or services, or the technology, business methods, or other plans or processes of Vantedge, then such enhancements and modifications shall be the exclusive property of Vantedge and shall be considered Confidential Information of Vantedge. Client will assign the right to all such properties to Vantedge and cooperate in the proper execution of all assignment documents requested by Vantedge. As requested by Vantedge and at Vantedge's expense, Client shall reasonably assist Vantedge in obtaining and enforcing in Vantedge's own name any patent or other protection that Vantedge elects to obtain or enforce with respect to any such enhancements or modifications.

1.9. Change to Service. Client acknowledges that Vantedge may continuously improve, evolve, and enhance its products and services, including the collection and analyzation of data, usage patterns, user feedback, and other information, and that Vantedge may at any time change, discontinue, or terminate aspects of the Service or change or remove features or functionality of the Service. In the event of any material change to, or discontinuance or termination of, any aspect of the Service, Vantedge will notify Client of such change, discontinuance, or termination with sufficient lead time in order for the parties to determine and mutually agree upon the most effective accommodation to Client. Such accommodations may include a limited term continuation of existing services, features, or functionality, a full replacement or substitution, or other remedy, but any such accommodation will remain subject to this Agreement, the Documentation, and all other applicable contractual obligations between the parties.

2. Term. Unless otherwise terminated as specified elsewhere in this Agreement, the Term of this Agreement shall commence and conclude as stated in the Purchase Order. Notwithstanding the foregoing, the terms and conditions of this Agreement will continue in effect after expiration of the Term until all obligations under the Purchase Order are fully performed.

3. Fees and Taxes. Client shall pay Vantedge for the services and deliverables provided under this Agreement (which may include, but are not limited to, the Service, Professional Services, and Support Services) pursuant to the terms outlined in the Purchase Order.

Vantedge fees do not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales use or withholding taxes ("Taxes"). Client is responsible for paying all Taxes, excluding only taxes based on Vantedge's net income. If Vantedge has the legal obligation to pay or collect Taxes for which Client is responsible under this Section, the appropriate amount shall be invoiced to and paid by Client unless Client provides Vantedge with a valid tax exemption certificate authorized by the appropriate taxing authority.

4. Notices. Any notice required under this Agreement shall be provided to the other party in writing to the representative addresses listed in the Purchase Order. If Client has a legal dispute with Vantedge or if Client wishes to provide a notice under the Termination Section, Indemnification Section, or Warranty Section of this Agreement, or if Client becomes subject to insolvency or other similar legal proceedings, then Client will promptly send a copy of the written notice to: Vantedge Group, LLC, 150 Interstate North Parkway, Atlanta, GA 30339, Attention: General Counsel, Legal Department.

Vantedge may rely and act on all information, authorizations and instructions provided to Vantedge from the Client representative(s) listed in an applicable Purchase Order and/or other representatives that Client authorizes from time to time and notifies Vantedge thereof.

5. Suspension; Termination.

5.1. Suspension for Delinquent Account. Vantedge reserves the right to suspend Client's and any of its Affiliate's access to and/or use of the Service and/or Support Services if any payment is due but unpaid but only after Vantedge has provided Client with a delinquency notice, and at least thirty (30) days have passed since the transmission of said notice. Client agrees that Vantedge shall not be liable to Client or to any of Client's Affiliates or other third party for any suspension pursuant to this Section.

5.2. Suspension for Ongoing Harm. Vantedge may with reasonably contemporaneous telephonic notice to Client suspend access to the Service if Vantedge reasonably concludes that Client's Service is being used to engage in denial of service attacks, spamming, or illegal activity, and/or use of Client's Service is causing immediate, material and ongoing harm to Vantedge or others. In the event Vantedge suspends access to the Service, Vantedge will use commercially reasonable efforts to limit the suspension to the offending portion of the Service and work with Client to resolve the issues causing the suspension of Service. Client agrees that Vantedge shall not be liable to Client nor to any third party for any suspension of the Service under such circumstances as described in this Section. Any suspension under this section shall not excuse Client from Client's obligation to make payments under this Agreement.

5.3 Termination for Cause, Expiration.

(A) Either party may immediately terminate this Agreement for Cause provided that such party has given the other party written notice of the Cause, identified the nature of the Cause, and the other party has failed to cure the asserted Cause, if curable, within thirty (30) days of receipt of written notice. Such notice by the complaining party shall expressly state all of the reasons for the Cause in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged Cause, if curable. Cause shall be limited to Vantedge's or Client's material breach of this Agreement; if Vantedge or Client shall be or become insolvent, shall call any meeting of creditors or have appointed a receiver or trustee over itself or its assets; if any petition, proceeding or other action under any bankruptcy laws shall be filed by or instituted against Vantedge or Client; Client's failure to pay Vantedge's fees as required by this Agreement; if Client develops, markets, sells or offers for sale a product or service that is competitive with the Service; or if Client becomes under the control of, or substantially sells all of its assets to which this Agreement relates to, any entity controlling, controlled by or under common control with a competitor of Vantedge (each, a "Cause").

(B) Upon termination or expiration of this Agreement, Client shall have no rights to continue the use of the Service. If this Agreement is terminated by Client for any reason other than a termination expressly permitted by this Agreement, then Vantedge shall be entitled to all of the fees due under this Agreement for the entire Term. If this Agreement is terminated for Cause as a result of Vantedge's material breach of this Agreement, then Client shall be entitled to a refund of the pro rata portion of any subscription fees paid by Client to Vantedge under this Agreement for the terminated portion of the Term.

6. Confidentiality. (A) For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (i) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (ii) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; (iii) with respect to information and documentation of Client, whether marked "Confidential" or not, consists of Client information and documentation included within any of the following categories: (a) policyholder, payroll account, agent, customer, supplier, or contractor lists; (b) information regarding business plans (strategic and tactical) and operations (including performance); (c) information regarding administrative, financial, or marketing activities; (d) pricing information; (e) personnel information; (f) products and/or services offerings (including specifications and designs); (g) processes (e.g., technical, logistical, and engineering); or (h) Client Data; (iv) the terms of the Purchase Order; or, (v) any Confidential Information derived from information of a party.

For the purposes of this Agreement, the term "Affiliates" means any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with a party to this Agreement, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of such party, for so long as such control exists.

(B) Notwithstanding the foregoing, the following shall not be Confidential Information: (i) information that was in the public domain at the time of its disclosure, or which becomes public domain property through no fault of the receiving party; (ii) information that was rightfully in the receiving party's possession without restriction prior to disclosure; (iii) information that was rightfully disclosed to the receiving party by a third party without restriction; (iv) information that was independently developed by employees and/or contractors of the receiving party who did not have access to and without use of or reference to the disclosing party's Confidential Information; and (v) aggregate data collected or generated by Vantedge or on behalf of Vantedge regarding Vantedge's products and services (for purposes of providing or improving Vantedge's products and services, benchmarking system performance, preparing statistics and system metrics, marketing and other purposes) that does not contain any personally identifiable or Client-specific information.

(C) Each party agrees to use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (at all times exercising at least a commercially reasonable degree of care in the protection of such confidential information) not to use or disclose Confidential Information except to the extent necessary to

perform its obligations or exercise rights under this Agreement. Either party may disclose Confidential Information on a need to know basis to its Affiliates, employees, agents, contractors and service providers who have executed binding written agreements requiring confidentiality and non-use obligations at least as restrictive as those in this Section. Either party may disclose Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority or regulation, however each party agrees that the disclosing party will cooperate with the non-disclosing party, at the non-disclosing party's cost, in the event that the non-disclosing party seeks to obtain an ex parte restraining order, preliminary injunction or permanent injunction preventing such disclosure or threatened disclosure.

7. Warranties.

7.1. Client Warranty. Client represents and warrants that **(A)** if Client delivers any materials to Vantedge for use in connection with any services and deliverables provided by Vantedge under this Agreement (including, but not limited to, the Service, Professional Services, and Support Services), then all copyright and third party clearances and permissions shall have been secured by Client for the applicable use of the materials or that Client is the copyright holder **and (B)** Client shall not introduce viruses, Trojan horses, worms, spyware, or other such malicious code ("Malicious Code") into the Service.

7.2. Vantedge Warranty of Functionality. Vantedge warrants that: **(A)** the Service will achieve in all material respects the functionality described in the Purchase Order and Documentation applicable to the Service procured by Client, **and (B)** such functionality of the Service will not be materially decreased during the Term. Client's sole and exclusive remedy for Vantedge's breach of this warranty shall be that Vantedge shall be required to use commercially reasonable efforts to modify the Service to achieve in all material respects the functionality described in the Purchase Order and Documentation and if Vantedge is unable to restore such functionality, Client shall be entitled to terminate the Agreement and receive a pro-rata refund of the subscription fees paid under the Agreement for its use of the Service for the terminated portion of the Term. Vantedge shall have no obligation with respect to a warranty claim unless notified of such claim within sixty (60) days of the first instance of any material functionality problem, and such notice must be sent in accordance with the terms of Section 4 (Notices) above. The warranties set forth in this Section are made to and for the benefit of Client only. Such warranties shall only apply if the applicable Service has been utilized in accordance with the Documentation, this Agreement and applicable law.

7.3 Disclaimer of Warranties. EXCEPT AS OTHERWISE STATED HEREIN OR IN AN APPLICABLE PURCHASE ORDER, VANTEDGE EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXCEPT AS OTHERWISE STATED HEREIN OR IN AN APPLICABLE PURCHASE ORDER, THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" BASIS. VANTEDGE EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT CLIENT'S USE OF THE SERVICE WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS. CLIENT ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CLIENT'S PURPOSES.

8. Limitations of Liability.

(A) Exclusion of Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT FOR ANY LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE (AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE

EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN WHICH CASE SUCH DAMAGES SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 8(B) BELOW.

(B) Limitations on Liability. THE MAXIMUM AGGREGATE LIABILITY OF VANTEDGE AND ITS AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL SUBSCRIPTION FEES PAID FOR THE SERVICE GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT OUT OF WHICH THE LIABILITY AROSE, AND PROVIDED, FURTHER, THAT (1) THE FOREGOING LIMITATION SHALL NOT APPLY TO VANTEDGE'S INDEMNITY OBLIGATIONS AS FURTHER DESCRIBED IN THIS AGREEMENT AND (2) IN THE EVENT OF VANTEDGE'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY AS FURTHER DESCRIBED IN THIS AGREEMENT SUCH MAXIMUM AGGREGATE LIABILITY SHALL BE INCREASED TO TWO TIMES (2X) THE TOTAL SUBSCRIPTION FEES PAID FOR THE SERVICE GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT OUT OF WHICH THE LIABILITY AROSE.

(C) Acknowledgement. BOTH PARTIES ACKNOWLEDGE THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON THEIR LIABILITY.

9. Indemnification.

(A) Subject to the terms and conditions set forth in this Section 9, Vantedge shall, at its own expense, defend Client from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "Claims") alleging that the Service, as used by Client in accordance with this Agreement, infringes such third party's copyrights or trademarks, or misappropriates such third party's trade secrets and shall indemnify Client from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") to the extent based upon such a Claim.

Vantedge will have no liability for Claims or Losses to the extent arising from (i) use of the Service in violation of this Agreement or applicable law, (ii) use of the Service after Vantedge notifies Client to discontinue use because of an infringement claim, (iii) modifications to the Service not made by Vantedge or made by Vantedge based on Client specifications or requirements, (iv) use of the Service in combination with any non-Vantedge software, application or service, or (v) services offered by Client or revenue earned by Client for such services.

If a Claim of infringement as set forth above is brought or threatened, Vantedge shall, at its sole option and expense, use commercially reasonable efforts either (a) to procure a license that will protect Client against such Claim without cost to Client; (b) to modify or replace all or portions of the Service as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate this Agreement and refund to the Client a pro-rata refund of the subscription fees paid for under the Purchase Order for the infringing portions of the Service. **THE RIGHTS AND REMEDIES GRANTED CLIENT UNDER THIS SECTION 9 STATE VANTEDGE'S ENTIRE LIABILITY, AND CLIENT'S EXCLUSIVE REMEDY, WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.**

(B) Subject to the terms and conditions set forth in this Section 9, Client shall, at its own expense, defend and indemnify Vantedge from and against any Losses to the extent based upon Claims (i) alleging that the Client Data or any materials provided by Client or any of Client's trademarks or service marks, or any use thereof, infringes the copyright or trademark or misappropriates the trade secrets of a third party, or violates applicable law; (ii) arising from any personnel of Client regarding Client's or such personnel's use of the Service (except to the extent covered by Vantedge's indemnification obligations); or (iii) arising from Client's procurement or use of Third-Party Components.

(C) In the event of a potential indemnity obligation under this Section 9, the indemnified party shall: (i) promptly notify the indemnifying party in writing of such Claim; (ii) allow the indemnifying party to have sole control of its

defense and settlement; and (iii) upon request of the indemnifying party, cooperate in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party in the investigation, trial, and defense of such Claim and any appeal arising therefrom. The indemnification obligations under this Section 9 are expressly conditioned upon the indemnified party's compliance with this Section 9(C) except that failure to notify the indemnifying party of such Claim shall not relieve that party of its obligations under this Section 9 but such obligations shall be reduced to the extent of any damages attributable to such failure.

10. Law; Forum. Regardless of the place of execution hereof, this Agreement, all amendments hereto, and any and all issues or controversies arising here from or related hereto, shall be governed by and construed exclusively in accordance with the laws and decisions of the State of Georgia. The parties agree that the U.S. District Court for the Northern District of Georgia, the Superior Court of Cobb County, the State Court of Cobb County, or any other forum in Cobb County shall have personal jurisdiction over the parties and that such courts shall be the exclusive venue with respect to any claims or disputes related to this Agreement.

11. General Provisions. This Agreement shall inure to benefit and bind the parties hereto, their successors and assigns, but neither party may assign this Agreement without written consent of the other, except that Vantedge may assign without consent to a related entity or the successor of all or substantially all of the assignor's business or assets to which this Agreement relates. There are no third-party beneficiaries to this Agreement. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties, although Vantedge reserves the right to name Client as a client on press releases, Vantedge's website (e.g., <http://www.vantedgegroup.com/>) and other publicity materials, including the use of Client's name and the descriptions of services performed for Client by Vantedge. If any provision is held by a court of competent jurisdiction to be contrary to law, such provision shall be eliminated or limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. A waiver of any breach under this Agreement should not constitute a waiver of any other breach or future breach. Neither party shall be liable for loss, delay, nonperformance (but excluding payment obligations, financial distress, insolvency, bankruptcy or other similar condition) to the extent resulting from any force majeure event, including, but not limited to, acts of God, strike, riot, fire, explosion, flood, earthquake, natural disaster, terrorism, act of war, civil unrest, criminal acts of third parties, failure of the Internet, governmental acts or orders or restrictions, failure of suppliers, labor stoppage or dispute (other than those involving Vantedge employees), or shortage of materials, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible and any delivery date shall be extended accordingly. If any action is necessary to enforce the provisions of this Agreement, including any claims or demands, or to interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which it may otherwise be entitled. The Section headings used in this Agreement are included for reference purposes only and shall not affect the meaning or interpretation of this Agreement in any way. Sections 1.2, 1.3, 1.4, 1.5, 1.6, 1.7.,1.8, 2, 3, 4, 5.3, 6, 7.1, 7.3, 8, 9, 10, and 11 of these RPM Subscription Terms and the "Section Headings and Numbers" provision of these RPM Subscription Terms and Section 5 (Integration) of the Purchase Order entered into between Client and Vantedge shall survive the termination or expiration of this Agreement. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature.