

CONDUCTOR, LLC
TERMS OF SERVICE
(V.1 11/01/2018)

BEFORE USING CONDUCTOR'S SEARCHLIGHT PLATFORM OR RECEIVE PROFESSIONAL SERVICES, PLEASE READ THESE TERMS OF SERVICE. THESE TERMS ARE INCORPORATED BY REFERENCE INTO THE ORDER FORM AND/OR STATEMENT OF WORK ("SOW") EXECUTED BY THE COMPANY IDENTIFIED AS THE "CUSTOMER" IN THE ORDER FORM ("CUSTOMER") AND CONDUCTOR LLC ("CONDUCTOR"). PURSUANT TO THESE TERMS, CUSTOMER SHALL RECEIVE THE RIGHT TO ACCESS AND USE THE SEARCHLIGHT PLATFORM AND/OR RECEIVE PROFESSIONAL SERVICES FROM CONDUCTOR. THESE TERMS, THE ORDER FORM AND STATEMENT OF WORK TOGETHER FORM A BINDING AND EXECUTED WRITTEN AGREEMENT BETWEEN CUSTOMER AND CONDUCTOR, EFFECTIVE AS OF THE LAST DATE OF EXECUTION OF THE ORDER FORM (THE "AGREEMENT").

1. The Services. Conductor delivers Software-as-a-Service on a subscription basis of its proprietary SEO platform known as "Searchlight". Conductor will make Searchlight available to (a) Customer and (b) individuals who are authorized by Customer to use Searchlight on behalf of the Customer and who have been supplied user identification and passwords by Customer (or by Conductor at Customer's request), including employees, consultants, contractors, and agents of Customer ("Users"). Conductor hereby grants Customer and its Users a limited, non-exclusive right to access Searchlight and receive support during the Subscription Term, including the specific access rights and limitations set forth in the Order Form (the "Subscription"). Professional services may be purchased by Customer at Conductor's then current rates and shall be detailed in the corresponding SOW (the "Professional Services"). The Subscription is granted solely to the Customer and its Users, and not any other third parties (including any of Customer's Affiliates), except if expressly authorized by Conductor in the Order Form. Affiliates may purchase additional Subscriptions from Conductor by issuing Order Forms hereunder. "Affiliate" means, with respect to a party, any entity which directly or indirectly controls, is controlled by or is under common control with such party, wherein "control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of such party. The Subscription is sold "As Is" and is not dependent on any future functionality or features (or any public comments or other verbal disclosures made by Conductor with respect thereto).

2. Confidentiality Obligations. As used herein, "Confidential Information" means all confidential information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party") that is designated in writing as confidential as well as the terms and conditions of the Order Form and the SOW. Confidential Information shall not include information which: (a) is known publicly; (b) is generally known in the industry before disclosure; (c) has become known publicly, without fault of the Receiving Party, subsequent to disclosure by the Disclosing Party; or (d) has been otherwise lawfully known or received by the Receiving Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. The Receiving Party agrees to keep confidential all Confidential Information disclosed to it by the Disclosing Party, and to protect the confidentiality thereof in the same manner as it protects the confidentiality of its own (at all times exercising at least a reasonable degree of care in the protection of Confidential Information). If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. The Receiving Party agrees that monetary damages for breach of confidentiality hereunder may not be adequate and that, if necessary, the Disclosing Party shall be further entitled to injunctive relief.

3. Fees and Taxes. Customer shall pay to Conductor the fees specified in the Order Form and SOW (the "Fees"). Except as otherwise provided in the Order Form or SOW, all Fees are quoted in US currency; Fees are based on Subscriptions purchased and not on actual usage; payment obligations are non-cancellable; and Subscription Fees are non-refundable. Fees will be invoiced in advance or in accordance with the terms of the Order Form or SOW. Fees are due within 30 days from the invoice date. In the event of nonpayment of Fees, Customer agrees to pay the cost of collection including reasonable attorneys' fees and costs. Any payment not received from Customer by the due date shall accrue (except with respect to charges then under reasonable and good faith dispute), at the lower of 1.5% or the maximum rate permitted by law of the outstanding balance per month from the date such payment is due until the date paid. If Customer's account is 30 days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any other rights and remedies (including the termination rights set forth in this Agreement), Conductor reserves the right to suspend Searchlight (upon prior written notice) without liability to Conductor until such account is paid in full. Customer shall be responsible for all sales, use, value added, withholding or other taxes or duties, payable with respect to its purchases hereunder, other than Conductor's income taxes. If Conductor pays any such taxes on the Customer's behalf, Customer agrees to reimburse Conductor for such payment unless Customer provides Conductor with a valid exemption certificate authorized by the appropriate taxing authority.

4. Proprietary Rights. Searchlight and all intellectual property rights therein, and all intellectual property rights relating to the provision of the support and the Professional Services are owned or licensed by Conductor. Except for the license granted hereunder, nothing in this Agreement gives Customer any right, title or interest to Searchlight and/or the Professional Services. Customer shall retain all right, title, and ownership in and to the reports generated through the use of Searchlight (the "Reports") and any Work Product specifically stated in the SOW. Notwithstanding, Customer acknowledges that in generating the Reports and providing the Professional Services, Conductor may use certain materials, products, algorithm processing, training material, best practices and other property that belongs to Conductor ("Conductor Property"). The parties agree that Conductor shall retain all right, title, and ownership in and to the Conductor Property, including all intellectual property rights pertaining thereto. Conductor hereby grants to Customer a royalty-free, worldwide, non-exclusive, temporary license to use the Conductor Property solely for internal business purposes. Customer shall not: (i) modify, translate, or create derivative works based on Searchlight or the Professional Services; (ii) create any link to Searchlight or frame or mirror any content contained or accessible from Searchlight, (iii) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of Searchlight; (iv) or access Searchlight in order to (a) build a competitive product or service, or (b) copy any ideas, features, functions or graphics of Searchlight in order to compete with or cause damage to Conductor.

5. Term. Customer's initial Subscription term for Searchlight commences on the "Subscription Start Date" stated in the Order Form, or, if none is provided in the Order Form, the day User login names and passwords are issued to Customer (the "Subscription Start Date"). The Subscription will continue for the Subscription Term specified in the Order Form (the "Subscription Term") and may be renewed as detailed in the Order Form.

6. Termination. The Subscription granted hereunder and any Professional Services may be terminated by either party for cause: (a) upon 30 days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (b) if either party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

7. Early Termination. If Customer wishes to terminate the Subscription prior to the expiration of the then current Subscription Term and such termination is not due to Conductor's breach, all Fees that would otherwise be due through the end of the Subscription Term in effect at the time, including any applicable taxes shall be due and payable within thirty (30) days of the effective date of termination and no refunds for pre-paid Fees will be provided. The parties agree that these early termination charges are a reasonable estimate of anticipated actual damages and not a penalty. Professional Services may be terminated in accordance with the SOW.

8. Surviving provisions. The following provisions shall survive any termination or expiration of the Subscription: Sections 2, 4, 9, 10, 11, 12, 13, 16, 18, 19 and 20.

9. Corporate Authority. Each party represents and warrants that: (i) it has the legal power and authority to enter into this Agreement; (ii) that the Agreement is executed by an employee or agent of such party with all necessary authority to bind such party; and (iii) that each party shall comply with all applicable laws and regulations in the compliance of this Agreement.

10. Functionality Warranty. Conductor warrants that Searchlight will operate in a manner consistent with general industry standards reasonably applicable to the provision hereof and in substantial conformity with the then current version of any applicable documentation provided by Conductor.

11. Data Security and Warranty. Conductor has implemented Appropriate Security Measures and maintains Searchlight at reputable third-party Internet service providers and co-location facilities. "Appropriate Security Measures" means commercially reasonable efforts to ensure that the Customer Content (as defined below) will be maintained accurately as well as technical and physical controls to protect Customer Content against destruction, loss, alteration, unauthorized disclosure to third parties or unauthorized access by employees or contractors employed by Conductor, whether by accident or otherwise. If Customer's use of Searchlight or the Professional Services involves processing personal data pursuant to Regulation 2016/679 (the "GDPR") and/or transferring personal data outside the European Economic Area or Switzerland to any country not deemed by the European Commission as providing an adequate level of protection for personal data, the terms of the Conductor Data Processing Addendum ("DPA") shall apply. The DPA is incorporated into the Agreement upon its execution and submission to Conductor in accordance with its terms. A copy of Conductor's DPA is available upon request.

12. Additional Warranties. Conductor represents and warrants that: (i) the Professional Services will be provided in a professional, timely and workman like manner by persons with the proper skill, training and background, and consistent with generally accepted industry standards; (ii) the Professional Services will comply with all written specifications; (iii) the Professional Services will be free of material defects; (iv) Conductor's technology shall not deliver any viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate the contents of any databases and/or the normal operation of any computer systems ("Malicious Code"); (v) at the time of delivery, all documentation required hereunder (if any) shall be complete so as to enable Customer's personnel with ordinary skills and experience to utilize Searchlight and the Professional Services for the purposes for which they are being acquired by Customer, and (vi) Conductor will at all times utilize reasonable and appropriate practices and technologies common and prevalent in Conductor's industry to avoid causing damage to Customer's computer systems or other technology.

13. Disclaimer. Except as expressly provided herein, Customer acknowledges and agrees that Searchlight and the Professional Services are provided on an "As Is", as available basis. Other than as expressly provided herein, CONDUCTOR DISCLAIMS WARRANTIES, WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION THE CONDITIONS AND/OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE TO THE MAXIMUM EXTENT PERMITTED BY LAW. CONDUCTOR DOES NOT WARRANT THAT SEARCHLIGHT, OR THE PROFESSIONAL SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. FURTHER, CONDUCTOR DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED.

14. Customer's Content. Customer retains all rights, title and interest in and to any information uploaded into Searchlight and/or provided in connection with the Professional Services (except for the Conductor Property) as well as Customer's Confidential Information ("Customer's Content"). Customer is responsible for the collection of the Customer Content. Customer agrees to Conductor's Privacy Policy, which forms an integral part of this Agreement, and is available at <http://www.Conductor.com>. Customer hereby grants Conductor a limited license, during the Term, to use the Customer Content and Blind Data solely in connection with the provision of the Subscription and the Professional Services. "Blind Data" means any data provided by Customer to Conductor, including Customer Content, which Conductor stores and uses in statistical, aggregate form, provided that all information that could identify Customer or Customer's clients, and/or all of Customer's Confidential information is deleted. Conductor shall strictly comply with all applicable laws and the confidentiality provisions of this Agreement with respect to any Blind Data gathered by Conductor. Upon written request by Customer made within 30 days after the effective date of termination, Conductor will provide Customer with temporary access to Searchlight so that Customer can retrieve its Customer Content. After such 30-day period, Conductor shall have no obligation to maintain or provide any Customer Content and shall thereafter, unless legally prohibited, delete all Customer Content in Conductor's systems (the "Systems") or otherwise in its possession or control.

15. Use Guidelines. Customer shall use Searchlight for internal business purposes as contemplated by this Agreement and shall not: (i) wilfully tamper with the security of the Systems or tamper with other customer accounts of Conductor, (ii) access data on the Systems not intended for Customer, (iii) log into a server or account on the Systems that Customer is not authorized to access or otherwise translate any underlying software in Searchlight in such a manner that it appears to be part of Customer's own or a third party website, (iv) attempt to probe, scan or test the vulnerability of any Systems or to breach the security or authentication measures without proper authorization; (v) wilfully render any part of the Systems unusable; (vi) lease, distribute, license, sell or otherwise commercially exploit Searchlight or make Searchlight available to a third party other than as contemplated in this Agreement; (vii) attempt to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas or algorithms in Searchlight; (viii) share Searchlight with any third party not explicitly authorized by Conductor or otherwise for the benefit of a third party; (ix) provide to third parties any evaluation version of Searchlight without Conductor's prior written consent; or (x) deep link to any page of Searchlight or otherwise link in a manner that bypasses Conductor's homepage for Searchlight.

16. Limitation of Liability. EXCEPT FOR DAMAGES ARISING FROM BREACHES OF CONFIDENTIALITY AND EITHER PARTY'S INDEMNIFICATION OBLIGATIONS HEREIN, IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, (1) IN THE AGGREGATE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER OR, (2) WITH RESPECT TO ANY SINGLE INCIDENT GIVING RISE TO LIABILITY, EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER HEREUNDER IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW

17. No action against either party arising out of this Agreement may be brought by the other party more than one year after the cause of action became known.

18. Conductor Indemnification. Conductor shall indemnify, defend and hold Customer harmless against any loss, damage or cost (including reasonable attorney's fees and costs) incurred in connection with claims, demands, suits or proceedings ("Claims") made or brought against Customer by a third party alleging that the use of Searchlight or the Professional Services, as contemplated hereunder, infringe the intellectual property rights of a third party. Notwithstanding the foregoing if Conductor reasonably believes that Customer's use of any portion of Searchlight is likely to be enjoined by reason of a Claim of infringement, violation or misappropriation of any third party's intellectual property rights then Conductor may, at its expense: (i) procure for Customer the right to continue using Searchlight; (ii) replace the same with other software, services or other material of equivalent functions and efficiency that is not subject to an action of infringement; or (iii) modify the applicable software, support services or other material so that there is no longer any infringement or breach, provided that such modification does not adversely affect the capabilities of Searchlight as set out herein. Conductor shall have no liability respecting any Claim of infringement or breach as aforesaid to the extent such Claim is based upon the combination, operation or use of Searchlight or the Professional Services with other equipment or software not supplied by Conductor or in a manner not consistent with Conductor's instructions. THIS SECTION 18 SETS FORTH CONDUCTOR'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

19. Customer Indemnification. Customer agrees to indemnify, defend and hold Conductor harmless against any loss, damage or costs (including reasonable attorney's fees) incurred in connection with Claims made or brought against Conductor by a third party arising from or relating to Customer's use of Searchlight or the Professional Services in violation of this Agreement.

20. Mutual Provisions. Each party's indemnity obligations are subject to the following: (i) the aggrieved party shall promptly notify the indemnifier in writing of the Claim; (ii) the indemnifier shall have sole control of the defense and all related settlement negotiations with respect to the Claim (provided that the indemnifier may

not settle or defend any Claim unless it unconditionally releases the aggrieved party of all liability); and (iii) the aggrieved party shall cooperate fully to the extent necessary, and execute all documents necessary for the defense of such Claim.

20. Cooperation. Customer acknowledges that certain features in Searchlight cannot be fully deployed unless Conductor has access to Customer's input, data, and in some instances, access to Customer's analytics platforms and key employees. As a result, the accuracy, access and operation of some of Searchlight's features may be dependent upon the accuracy and completeness of the information and cooperation provided by Customer. Any delays due to Customer's failure to provide Conductor with access to the employees, data or material required for the provision of Searchlight and/or any Professional Services may result in compromised quality and or delays in any scheduled deadlines.

21. General Provisions. This Agreement, inclusive of the Order Forms, SOW and any amendments or additions thereto, constitutes the entire agreement and sets forth the entire understanding between Customer and Conductor with respect to the subject matter hereof and supersedes all prior agreements and discussions with respect thereto. Customer agrees that Conductor may use Customer's name and logo on Conductor's website, and as a part of a general list of Conductor's customers for use and reference in corporate, promotional and marketing literature. Additionally, Customer agrees that Conductor may issue a press release identifying Customer as a customer of Conductor in accordance with Customer's standard guidelines. Customer agrees to be a reference for Conductor over the lifetime of the Term and, upon reasonable request from Conductor, play a role as keynote speaker or presenter at appropriate Conductor event. The parties are independent contractors. Neither party shall assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, except to a party that acquires all or substantially all of the assigning party's assets as part of a corporate reorganization, merger or acquisition, provided the assignee agrees in writing to be bound by the terms of this Agreement, and is not a direct competitor of Customer. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns. This Agreement does not create a joint venture or partnership between the parties; no party is by virtue of this Agreement authorized as an agent, employee or representative of the other party. Any waiver of any right or remedy under this Agreement must be in writing and signed by each party. No delay in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on one occasion shall not be construed as a waiver of any right or remedy on any future occasion. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA, without regard to conflicts of laws principles. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the County of New York in the State of New York, USA, and all courts competent to hear appeals there from. The parties waive any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. No modification of, amendment or addition to this Agreement is valid or binding unless set forth in writing and fully executed by both parties hereto. Notices regarding new or modified documentation, including but not limited to Conductor's standard Terms of Service, Service Level Agreement, Privacy Policy and other internal documents that have not been explicitly negotiated with the Customer, will become effective and will be deemed accepted by Customer, (a) immediately for those Customers who purchase the Services after the updated version is published on Conductor's website, or (b) for those having pre-existing accounts, the updated Terms of Service will be deemed effective with Customer's continued use of the Service. Notices regarding: (a) material changes to this Agreement; (b) internal or external changes materially impacting Conductor's ability to do business; (c) breach; (d) termination; or (e) any other material information required to be in writing, will be in writing and deemed to have been given if delivered personally, by confirmed email or facsimile, or on the third day after mailing by first-class, registered or certified mail, postage prepaid to either party at the address provided by Customer in the Order Form; for Conductor at: 2 Park Avenue, 15th Floor, New York, NY 10016, attention: CEO and CFO; or to such other address as a party may, from time to time, communicate to the other party. If any provision of this Agreement is held to be unenforceable or illegal by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable, or shall be severed from this Agreement, and all other provisions of this Agreement shall remain in full force and effect.