

## TERMS OF USE AND PRIVACY POLICY

Stonegate Advisors, LLC, its subsidiaries, and affiliates ("STONEGATE") provide the content on the STAMP website (the "STAMP Site") (Stonegate Advisors, LLC and STAMP may hereinafter be collectively referred to as "We" or "Us") subject to the following terms and conditions and the governing STAMP Licensing Agreement (the "Agreement").

We may periodically change the Terms of Use and Privacy Policy without notice to you, so please check back from time to time. In order to become a STAMP User, you must read and accept STONEGATE'S Terms of Use and Privacy Policy. In the event of any inconsistency between the Agreement and this Terms of Use and Privacy Policy, the terms of the Agreement shall prevail. Nothing in this Terms of Use and Privacy Policy shall be deemed to confer any third-party rights or benefits.

For Definitions, refer to Section 10 of the Terms.

1) INTRODUCTION.

- a) By accessing or using this Site, registered users, customers, clients or visitors (the "Licensee"), agree to these terms of use, conditions and all applicable laws. If you do not agree to these Terms, you may not use the STAMP Site.

2) MODIFICATION OF THESE TERMS OF USE

- a) Stonegate reserves the right to change the terms, conditions, and notices under which the STAMP Site is offered, including but not limited to, the charges associated with the use of the STAMP Site(s). You are responsible for regularly reviewing these Terms and Conditions.

3) DESCRIPTION OF STAMP

- a) STAMP is a Customer Success Management Software-as-a-Service (SaaS) solution to help vendors and suppliers systematically determine what is most important to each business customer, see how well vendors and suppliers are delivering against their client's needs, determine the actions vendors and suppliers need to take to improve client satisfaction, provide alerts when vendors and suppliers are underperforming, track trends over time, and benchmark vendors and suppliers against their peers and competitors.
- b) STAMP creates numerous proprietary dashboards visualizing the data it collects, including a dashboard on every client account visualizing how well the vendor or supplier is delivering on the needs of each client; STAMP also provides an account manager dashboard, enabling the vendor or supplier to see how well each account manager is performing across their book of business.

4) INTELLECTUAL PROPERTY RIGHTS

- a) All material on STAMP websites, including but not limited to, the design, functionality, user interaction, and processes of STAMP, whether explicitly marked or not, as well as any other STAMP material that you receive as a STAMP User other than Licensee's Property as defined in the STAMP Licensing Agreement, is the proprietary property of STONEGATE, STAMP and/or its licensors. Such materials may not be copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, uploaded, or otherwise exploited without the prior written consent of the respective owners.

5) COPYRIGHTS AND TRADEMARKS

- a) The entire content included in the STAMP Site, including but not limited to text, design, graphics, interfaces, or code and the selection and arrangements thereof is copyrighted as a collective work under the United States and other copyright laws, and is the property of STONEGATE. The collective work includes works that are licensed to STONEGATE. Copyright 2018. ALL RIGHTS RESERVED. All trademarks, service marks, and trade names (collectively the "Marks") are trademarks or registered trademarks of STONEGATE, or other respective owners that have granted STONEGATE the right and license to use such Marks.

6) DOCUMENTATION & SYSTEM REQUIREMENTS

a) DOCUMENTATION

- i) STONEGATE shall allow Licensee's Designated Users access to the Documentation for the Software subject to the Agreement. Such Documentation will, at STONEGATE's sole discretion, be made available to Licensee from the relevant User Manual menus in the Software itself, or as delivered by STONEGATE to Licensee.
- ii) The Documentation is subject to change without prior notification.

b) SYSTEMS REQUIREMENTS

- i) It is a requirement for the successful use of the Service that certain system requirements are met by the workstations of Designated Users and anyone else interacting with the Software under the Agreement. The system requirements applicable at any time are as follows:

Element	Minimum	Recommended
<i>Operating system</i>	Windows 8, IOS 10	Windows 8, Windows 10, IOS 10
<i>Web browser</i>	Internet Explorer 10, Firefox, Chrome, Safari	Internet Explorer 10, Firefox, Chrome, Safari
<i>Office components</i>	Microsoft Office 2010	Microsoft Office 2010 or later versions

- ii) The system requirements are subject to change from time to time at STONEGATE's sole discretion. Changes in the system requirements will take effect no less than thirty (30) days after notice thereof is posted on STONEGATE's Extranet and by e-mail notice thereof to those addresses Licensee has conveyed to STONEGATE.
- 7) SUPPORT
- a) OVERVIEW
    - i) STONEGATE's obligation to provide any form of Support detailed in the Agreement is dependent on the validity of the Agreement. Should the Agreement be terminated for any reason, STONEGATE's obligation to provide any form of Support will cease automatically on the occurrence of such event.
    - ii) Requests for Support relating to errors or malfunctions will only be addressed by STONEGATE after the provision by Licensee of sufficiently detailed documentary evidence of the errors or malfunctions including copies, where applicable, of all relevant error messages, so that STONEGATE will be able to recreate the error in question.
  - b) LICENSEE SUPPORT ADMINISTRATION
    - i) Licensee shall designate one primary Support Contact ("Designated Support Contact" or "DSC") who will act as the conduit for all requests from Licensee to STONEGATE relating to matters of use of, and troubleshooting with respect to the Service.
    - ii) Licensee may at its own option, but subject to written agreement by STONEGATE and the payment of an annual fee, designate additional employees as subordinate Support Contacts ("Additional Support Contacts") who, once designated, shall be authorized to exercise some or all of the Designated Support Contact's functions.
    - iii) Before assuming responsibilities, the Designated Support Contact(s) must partake in training in the use of the Service and the Software as prescribed by STONEGATE, or must possess skills at least at the same level as those having undertaken such training.
    - iv) Requests for Support shall only be submitted by the Designated Support Contact by e-mail to [info@stampcsm.com](mailto:info@stampcsm.com) (or alternative as informed by STONEGATE). Licensee shall ensure that parties other than Designated Support Contact(s) do not report any errors directly to STONEGATE. STONEGATE may however, at its own discretion, offer Support directly to Designated Users who are not Designated Support Contacts under the terms for Additional Services. Requests sent from others than Designated Support Contacts or sent to other addresses than the one in this Sub-Section, may however not be handled, and such circumstance shall not constitute a breach of the Agreement by STONEGATE.
    - v) Licensees are responsible for providing STONEGATE with up to date contact details for Designated Support Contacts effective from the first day of the Initial Term, and to update such contacts whenever applicable throughout the Term.
    - vi) Such contact details should be sent by E-mail to [info@stampcsm.com](mailto:info@stampcsm.com) (or alternative as informed by STONEGATE) and should comprise the following information: Name, Address, Phone, Email
    - vii) Failure by Licensee to provide this information in an accurate manner to STONEGATE, and to update it when appropriate, will result in Newsletters and other important information not reaching Licensee, and STONEGATE shall not be held responsible for such failure of communication.
  - c) TYPES OF SUPPORT
    - i) During the Term of the Agreement, STONEGATE will offer Licensee with Standard Support, Service Enhancements and Additional Services (collectively, "Support") as detailed hereunder:
    - ii) STANDARD SUPPORT
      - (1) Subject to the payment of the License Fee by Licensee, STONEGATE will, during the Term, provide Standard Support to Licensee in response to requests from one Designated Support Contact for no additional charge.
      - (2) Standard Support includes explanation and guidance solely in relation to Licensee's use of the Software such as relating to installation and use of STAMP, use of the administrator portal, and report generation. Standard Support is available during Standard Support Hours by e-mail to [info@stampcsm.com](mailto:info@stampcsm.com) (or alternative as informed by STONEGATE).
      - (3) Assistance outside that which is envisaged by Standard Support, including persistent questioning about subjects which should have been known to Licensee if Licensee had attended a training course, or where such a request is more by way of consultancy services (e.g. J-script-/HTML-/QSL-assistance) such assistance may at STONEGATE's sole discretion be considered an "Additional Service" and will then, after Licensee has been informed by STONEGATE thereof, be subject to STONEGATE's standard rates.
      - (4) The following are not included in the Standard Support, but may be provided as Additional Services upon request at rates established by STONEGATE and to be specified in an Order Form. Correction of errors or malfunctions caused in whole or in significant part by:
        - (a) Licensee's or its employees' negligence;
        - (b) Use of the Software outside what is proscribed in the Documentation, as long as such use is not in contravention of the Agreement; and
        - (c) Accidents and other events occasioned by Licensee and for which STONEGATE is not responsible.
    - iii) SERVICE ENHANCEMENTS
      - (1) During the Term of the Agreement and to the extent STONEGATE deems it necessary STONEGATE will enhance the Service by upgrading the Software or the equipment supporting the Service. Software upgrades will ensure backwards compatibility unless Licensee's Designated Users have been notified otherwise via e-mail no less than ninety (90) days in advance.
    - iv) ADDITIONAL SERVICES
      - (1) Subject to availability of STONEGATE's resources and subject to the Parties' agreement concerning pricing and other terms, STONEGATE will, upon Licensee's request, provide Licensee with Additional Services.
      - (2) Rates for Additional Services will be set forth in the applicable Order Form. Such payment is subject to minimum increments

of fifteen (15) minutes.

- (3) Additional Services are offered in the four following categories:
  - (a) Professional Services/Project and Authoring Assistance: Tasks that Licensee chooses to outsource to STONEGATE, including programming, report building, project administration, any HTML programming (in whole or in part).
  - (b) Technical Consultancy/Systems Development: Tasks such as recovery from back-ups after deletion caused by Licensee, or development of custom tailored functions, both in questionnaires and reporting.
  - (c) Error correction payable by Licensee: Rectification of errors occurring under the conditions mentioned in Sections 5.6 of the Agreement.
  - (d) On Site Support/ User Support outside Standard Support Hours: Where Licensee's Designated Support Contact requests support assistance either at their location, or outside Standard Support Hours, then this shall be classified as an Additional Service and payable as a consultancy service.

v) STANDARD SUPPORT HOURS AND TARGET RESPONSE TIME

- (1) STONEGATE's Standard Support Hours are: 9:00 a.m.-8:00 p.m. Eastern Standard Time (EST), from Monday to Friday, excluding statutory holidays in the USA.
- (2) STONEGATE will aim at responding to Support requests according to the urgency of the request as specified below:

Category	Target Response Time	Category guidance
<i>Emergency</i>	2 business hours	A Software error that renders the whole system, or a substantial part of it, inoperative, and which is not clearly due to user errors or issues on the user end.
<i>High priority</i>	1 business day	Errors that do not affect critical parts of the Software.
<i>Medium priority</i>	2 business days	Other inquiries and minor errors/error messages.
<i>Other inquiries</i>	3-5 business days	Requests about new functionality, system architecture, etc.

- (a) "Business hours" is defined as time within the Standard Support Hours.
- (b) "Category" can be selected by the Designated Support Contact upon posting the request through the STONEGATE Extranet. Category may be changed by STONEGATE's personnel if request is not in accordance with specifications in the above table.
- (c) "Target Response Time" is defined as the time elapsing from receipt of the request to STONEGATE initiating action to resolve the issue. The time to arrive at a solution may be longer. Licensee will normally be informed of the status of Licensee's request within the response times listed above.
- (3) Where a Non-Critical Fault (a fault that does not substantially hinders or prevents Licensee from using a material part of the functionality of the software in question) is to be corrected in a forthcoming Service Enhancement, then for a reasonable period prior to the issue of such Service Enhancement STONEGATE shall be entitled to decline to provide assistance in respect of that Non-Critical Fault.

d) TRAINING

- i) Subject to availability of STONEGATE's resources, STONEGATE will upon Licensee's request and at the rates established by STONEGATE, train Licensee's employees in the use of the Software.
- ii) Licensee is to ensure that those of Licensee's personnel who are to receive any form of training from STONEGATE are already proficient and experienced in the use of computer equipment and software.

e) TRAVEL TIME / EXPENSES

- i) Travel time related to orders of Additional Services and Training will be invoiced at fifty percent (50%) of the otherwise applicable rates. Travel expenses and living expenses (coach airfare, standard hotel, food, and rental vehicle) are reimbursable by Licensee.

f) HOSTING

- i) The Service will be hosted on STONEGATE's Hosting Environment, which is currently outsourced to a third party supplier. The location of the hosting environment, or the third party supplier, may change from time to time provided the quality of the Service is not materially compromised thereby. Any such change will be communicated to all of Licensee's Designated Users no later than sixty (60) days in advance.

8) SERVICE LEVEL AGREEMENT (SLA)

a) BACKUP RETENTION AND RECOVERY

- i) Backups, including program files, configuration files and data files, are performed according to the following schedule (timings can be changed without prior notice):
  - (1) Weekly full backup on Sundays
    - (a) Backup is taken locally and compressed
    - (b) The backup is then moved to tape
  - (2) Daily incremental backups
    - (a) Backup is taken locally and compressed
    - (b) The backup is then moved to tape

- (3) The last full back up for every week is stored at a secure off-site location for twelve (12) months
  - ii) In the event of data loss caused by any party other than Licensee, STONEGATE shall at all times be able to commence the data restoration within two (2) hours after it has become necessary, and shall proceed with restoration without undue delay. If Licensee has caused the data loss, data recovery will be initiated within one business day after receipt of a Licensee request, and will be subject to standard consultancy charges to the recovery.
- b) MAINTENANCE AND OUTAGE NOTIFICATIONS
- i) Maintenance Window shall mean: 01.00-01.30 Eastern Standard Time (EST), from Monday to Saturday and 01.00-03.00 EST
    - (1) Maintenance Windows may or may not be utilized by STONEGATE, and utilized Maintenance Windows may not be announced (subject however to 2.1.2 below). Designated Users attempting to login or work in the Software during a utilized Maintenance Window, will be displayed a page informing that maintenance is taking place. During such utilized Maintenance Windows, pre-scheduled tasks (such as exports, report publication etc.) may fail if the task and the back-up query the project database simultaneously.
    - (2) Utilized Maintenance Windows will normally not impact General Users. If Users are expected to be affected, STONEGATE will inform Licensee in the News area of the administrative portal of the Service, according to the notification process outlined under Scheduled Maintenance below.
  - ii) Scheduled Maintenance shall mean any maintenance that has been publicized by STONEGATE in the News area of the administrative portal of the Service at least seven (7) days in advance. Scheduled Maintenance expected to impact: (i) Designated Users for more than sixty (60) minutes outside the Maintenance Window: and/or (ii) General Users for more than thirty (30) minutes. Scheduled Maintenance may take place outside the Maintenance Window.
  - iii) Urgent Maintenance shall mean any other pre-announced maintenance that has however not been publicized by STONEGATE as Scheduled Maintenance. STONEGATE shall inform Licensee about planned Urgent Maintenance as soon as reasonably possible and with the same channels of communication as defined under Scheduled Maintenance above.
  - iv) Emergency Maintenance shall mean activities performed in connection with severe issues with the Service, such as Service Unavailability, and that did not allow for pre-notification of users.
  - v) Notifications of Outages: In the event of (i) substantial deterioration of service impacting Designated Users and/or General Users or (ii) Service Unavailability; STONEGATE will follow this notification process:
    - (1) If the administrative portal of the Service is operational, information will as soon as practically possible be posted in the News area of the administrative portal of the Service
    - (2) If access to the hosting environment is prevented, and to the extent technically feasible, STONEGATE will post a page explaining that the servers are not available and ask the visitors (either Designated Users or General Users) to try to come back later.
    - (3) For any Service Unavailability impacting General Users and approaching the duration of sixty (60) minutes, STONEGATE will endeavor to send e-mail(s) to all Designated Users informing about the situation. A follow-up e-mail, including preliminary cause analysis, will be sent when the Service is up and running again.
    - (4) The News area of the administrative portal of the Service is the key repository of performance related information, and Designated Users are strongly advised to regularly check such News.
    - (5) STONEGATE is not responsible for the non-delivery of e-mails due to issues outside its control, including firewall or anti-spam rules at the recipient's end.
- c) SERVICE AVAILABILITY
- i) Although the Service may not be uninterrupted or error-free, STONEGATE will provide a ninety nine and seven tenth percent (99.7%) uptime on a quarterly basis for the STONEGATE Software.
  - ii) To ascertain whether this warranty has been attained, it is necessary to define the criteria that can reduce service availability from one hundred percent (100%) in the form of downtime, and to then specify which such criteria can be attributed to STONEGATE as Service Unavailability and hence used in this calculation.
  - iii) In the event of a breach of the Service Level Agreement, Licensee's sole remedy is the Performance Compensation specified herein.
  - iv) "Service Unavailability" shall mean complete and sustained unavailability of the parts of the Service relating to General Users' ability to complete the STAMP questionnaires. If service unavailability affecting General Users is sustained for more than an average of One Hundred and Thirty Two (132) minutes per month, equivalent to six and a half (6 ½) hours per quarter, equivalent to three tenths of a percent (0.3%) average quarterly downtime, then the Licensee shall have the right, subject to Licensee's retained responsibilities, to claim compensation in terms of extra day(s) of contractual On-Demand service at no charge as follows:
- | Unavailability pr quarter(*) in minutes | Performance Compensation Days          |
|---|--|
| Up to 396 minutes                       | None                                   |
| 396 to 1620 minutes                     | Two extra days of service at no cost   |
| 1621 or more minutes                    | Three extra days of service at no cost |
- (\*)Quarter is defined according to calendar year, i.e.Q1=January through to March, Q2=April through to June, etc.
- v) Service Unavailability is the sum of Emergency Maintenance and other unavailability that falls outside the definitions for the Maintenance Window, Scheduled Maintenance and Urgent Maintenance above.
- d) SPECIFICATIONS

- i) Licensee may not claim Performance Compensation Days for any Service Unavailability, experienced by Licensee and/or Licensee's General Users as a result of any Scheduled Maintenance or Urgent Maintenance or for work performed by STONEGATE within the Maintenance Window.
  - ii) Licensee may not claim Performance Compensation Days for any Service Unavailability experienced by Licensee and Licensee's clients and/or General Users due to restoration of data or disaster recovery any time, when such restoration of data or disaster recovery is due to loss of data which is not the direct or indirect fault of STONEGATE or STONEGATE's third party suppliers.
  - iii) STONEGATE will use reasonable efforts to minimize any impact Scheduled or Urgent Maintenance may have on Licensee, Licensee's clients and/or General Users use of the Service.
  - iv) Licensee may not claim Performance Compensation Days for any Service Unavailability, experienced by Licensee and/or Licensee's clients and/or General Users, due to any extensions to the Maintenance Window specified above, if the extension is not as a result of a direct or indirect fault of STONEGATE or STONEGATE's third party suppliers.
  - v) Any service unavailability caused by Licensee's failure to comply with the Minimum System Requirements, or failure to comply with the Acceptable Use Policy, or any event otherwise classified as Force Majeure, shall not be covered by this Service Level Agreement Warranty.
- e) **REPORTING OF SERVICE AVAILABILITY**
- i) In addition to the notification process, STONEGATE shall, within a reasonable time, notify Licensee, in the News area of the administrative portal of the Service, when STONEGATE's monitoring system has detected a breach of the Service Availability.
  - ii) A quarterly report on the Service Availability will be posted on the STONEGATE News Area and/or the STONEGATE homepage.
- f) **COMPENSATION CLAIMS**
- i) Claims for days of Performance Compensation, must be presented by Licensee by email to [info@stampcsm.com](mailto:info@stampcsm.com) by the fifteenth (15<sup>th</sup>) date of the month following the quarter in which the incident occurred.
- g) **HOUSEKEEPING: ROUTINES AND PROCEDURES**
- i) Batch tasks. To avoid sudden activity peaks to compromise the authoring environment, STONEGATE defines limits of how many tasks can run at the same time. Tasks can be e.g. data exports, graph exports etc. Due to these limits, Licensee may from time to time experience that tasks are queued. E-mail send outs may take some time to process and dispatch, so Licensee is advised to include some margin if e-mails need to reach General Users by a certain hour.
  - ii) Database Housekeeping:
    - (1) Published Reports. Published reports (HTML pages) that have not been accessed by any viewer over the past one hundred and eighty (180) days will be deleted.
- 9) **MUTUAL CONFIDENTIALITY TERMS**
- a) **CONFIDENTIAL INFORMATION**
- i) In the event the Parties, before they entered into the Agreement, have executed a Non-Disclosure Agreement ("NDA") relating, in whole or in part, to the subject matter of the Agreement, that NDA shall remain in force during the Term of the Agreement with respect to Confidential Information disclosed under that NDA. In case of conflict or inconsistency between a provision of that NDA and a provision of the Agreement, the provision extending the most substantial protection to the Disclosing Party shall prevail.
  - ii) The Parties to the Agreement recognize that they each may need to disclose to the other commercial and/or technical information, including ideas, concepts, techniques, data, software, product details, financial information, market data and third party information, in whatever form such may be disclosed, which information may be proprietary and thus require protection both as to use and as to further disclosure by the Recipient.
  - iii) "Confidential Information" is defined as any information or data in whatever form disclosed by either Party hereto to the other, which is either designated as Confidential Information by the Disclosing Party by an appropriate stamp, legend or any other notice in writing or, when disclosed orally, has been identified as Confidential Information at the time of disclosure, or any other such information which can reasonably be expected to be Confidential Information. For clarity, the Software, the Documentation and the Service are defined to be the Confidential Information of STONEGATE.
- b) **THE PARTIES AGREE**
- i) The Parties agree that all Confidential Information received from the Disclosing Party remains the property of the Disclosing Party and/or its licensors and the Recipient undertakes, subject to the exceptions identified below:
    - (1) to treat and hold as confidential all such information obtained from the other during the currency of the Agreement; and
    - (2) to use such information solely for the purpose for which it was supplied, which unless otherwise stated in writing at time of disclosure by the Disclosing Party, means solely in connection with the Purpose of the Agreement; and
    - (3) not to disclose such information in whole or in part to any third party without the Disclosing Party's prior written consent, and to only disclose such information to its own employees on a need to know basis who are subject to Confidentiality Agreements covering the information and who are informed by the Recipient of the confidential nature of the Confidential Information so received and each Party's obligations under the Agreement; and
    - (4) to not use such information to design, develop or manufacture similar products or products in competition to those of the Disclosing Party, for itself or for third parties.
  - ii) Each Party shall use all reasonable endeavors to ensure that its employees comply with the provisions hereof.
  - iii) Nothing in the Agreement will prevent either Party from using in any manner whatsoever its own Confidential Information or

Confidential Information generated by its own agents, representatives or employees without the use of the Confidential Information of the other Party.

- iv) The Disclosing Party acknowledges that the Recipient may currently be developing, or in the future may develop, proprietary information, or currently is in receipt of, or in the future may receive, information from third parties that is similar to the Disclosing Party's Confidential Information.
- v) Accordingly, nothing in the Agreement will be construed as a representation or agreement that the Recipient will not use or develop, or have developed for it, information, products, concepts, systems or techniques that are similar to or compete with the information, products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that Recipient does not violate any of its obligations under the Agreement in connection with such development.
- vi) For the purpose of clarity, any Confidential Information exchanged under the Agreement may be made available by STONEGATE to employees of other companies within the STONEGATE group for the furtherance of the Agreement. Such release of Confidential Information will be strictly on a need to know basis to employees who are subject to Confidentiality Agreements covering the information, and who are informed by STONEGATE of the confidential nature of the Confidential Information so received and each Party's obligations under the Agreement.

c) EXCEPTIONS

- i) The provisions this section 9 shall not extend to information:
  - (1) which was rightfully in the possession of the Recipient prior to receipt from the Disclosing Party; and/or
  - (2) which is already public knowledge or becomes so at a future date otherwise than as a result of a breach of the Agreement by the Recipient; and/or
  - (3) which is obtained from a third party free of restriction, such third party having the right to so disclose; and/or
  - (4) which is independently developed by the Recipient without the participation of individuals who have had access to the Confidential Information; and/or
  - (5) which is ordered to be released by law or by any court or tribunal of competent jurisdiction, provided that, unless prohibited by applicable law or court order, Recipient provides the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate relief. Subject to the foregoing sentence, such Recipient may furnish that portion (and only that portion) of the Confidential Information that the Recipient is legally compelled or is otherwise legally required to disclose; provided, however, that the Recipient provides such assistance as the Disclosing Party may reasonably request in obtaining such order or other relief.

d) OWNERSHIP

- i) No rights, obligations, representations or terms other than those expressly set forth herein are to be implied from the Agreement.
- ii) In particular, without limitation, no license is hereby granted directly or indirectly under any patent, trademark, trade secret or copyright held by, or which is or may be licensable by either Party to the other.
- iii) Furthermore, no intellectual property rights of any kind are transferred from one Party hereto to the other by virtue of the Agreement.
- iv) Disclosure of information by either Party hereto to the other in no way constitutes any representation or warranty as to the accuracy of such information and the Disclosing Party shall in no way become liable for any loss or damage suffered by the Recipient due to any inaccuracy in such.

e) VALIDITY

- i) The mutual confidentiality terms set forth herein shall apply to the Confidential Information disclosed by either Party to the other during the validity of the Agreement,
- ii) The obligations as to confidentiality however, shall continue to apply notwithstanding the termination of the Agreement for whatever reason.

f) UNAUTHORIZED DISCLOSURE

- i) The standard of care for protecting Confidential Information imposed on the Recipient will be that degree of care the Recipient uses to prevent disclosure, publication, or dissemination of its own Confidential Information of a like or similar nature, but not less than reasonable care.
- ii) If either Party loses or makes unauthorized disclosure of the other Party's Confidential Information, it shall notify such other Party immediately and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information.
- iii) Notwithstanding any other provision herein, each Party acknowledges that any breach of these mutual confidentiality terms cannot be fully compensated by monetary damages, and agree that the Parties shall have the right to seek injunctive relief in the event of any breach hereof in addition to damages and any and all other remedies at law or equity.

10) PRIVACY POLICY

a) OVERVIEW

- i) We will never rent or sell your personally identifiable information to third parties for marketing purposes.
- ii) We will never share your contact information with another STAMP User or third party, without your consent.
- iii) Any sensitive information that you provide will be secured with all industry standard protocols and technology.
- iv) Notice of all changes that materially affect ways in which your personally identifiable data may be used or shared will be posted in updates to our Privacy Statement. If you continue to use STAMP after notice of changes have been sent to you or published on our site, you hereby provide your consent to the changed practices.

- v) Please read this privacy policy to learn more about:
  - (1) What personally identifiable information of yours is collected by STONEGATE through STAMP.
  - (2) How the information is used.
  - (3) With whom the information may be shared.
  - (4) How you can access and change your account information.
  - (5) What security procedures are in place to protect the loss, misuse or alteration of information collected by STAMP.
  - (6) How to contact us.
  
- b) Personal Information and Data We Collect
  - i) STAMP collects information that you voluntarily provide to us on the STAMP Site(s) by phone, by email, by template upload, and otherwise, including usernames, contact details, and user permission levels.
  - ii) STAMP may send "cookies" to your computer when you visit the STAMP Site(s). Cookies are small files that are stored on your computer and make it easier for you to log on and use the STAMP Site(s) during future visits. Cookies also allow us to monitor website traffic and to personalize the content of the STAMP Site(s) for you. You can set your internet browser to notify you before you receive a cookie so that you can choose accept it, or set your browser to turn off all cookies. The website [www.allaboutcookies.org](http://www.allaboutcookies.org) (run by the Interactive Advertising Bureau) contains step-by-step guidance on how cookies can be switched off by users.
  - iii) STAMP servers automatically record information when you visit our STAMP Site(s). These servers' logs compile information such as your web request and Internet Protocol ("IP") address.
  
- c) Use of Your Information
  - i) We may use your information to process and administer details of your subscription, and to keep you updated with new developments at STONEGATE regarding STAMP. We also use and analyze the information we collect so that we can administer, support, improve and develop our business.
  - ii) We do not sell or share your personal information obtained through our STAMP Site(s) with third parties for their marketing purposes. STONEGATE and trusted third parties process personal information only for the purposes for which such information was collected.
  - iii) STONEGATE may contact you using the personal information you voluntarily provide to us on STAMP. In particular, we may contact users or customers about specific STAMP projects, assessments, and campaigns using the contact information which such uses provide to STONEGATE on the STAMP Site(s).
  
- d) Disclosure of Your Information
  - i) Information that you provide to us will be held by us in the United States and may be accessed by our staff, third parties working for us, or our subsidiaries and affiliates globally for the purposes set out in this policy or for other purposes approved by you. Your information may be held, processed, and transferred among STONEGATE, STAMP, and related companies. Please write to us at the address given in the "Contact" section of this policy for a full list of the Stonegate companies.
  - ii) STONEGATE may disclose your information in response to legal process, if necessary, to protect our rights and the rights of other STONEGATE companies, as otherwise required by law, or for the prevention or detection of a crime.
  
- e) Accessing & Updating Your Information
  - i) You are entitled to see the personal information held about you. You may also request that we make changes to your personal information so that it is accurate and kept up to date, and we may update your information using data obtained from you.
  
- f) Information Collection
  - i) *Registration:* There are several types of users of this STAMP Site(s) including customers, clients, and other visitors (collectively, the "STAMP Users"). You must register to be eligible to become a STAMP User. In order to become a STAMP User, you must first create an account on this site, or have STONEGATE create an account on your behalf, and comply with the Terms of Use as well as the Privacy Policy. To create an account, you are required to provide the following minimum level of contact information: name, email address, country, ZIP/postal code, permission and access levels settings, and a user name and password (referred to as a "User Profile" or "Profile").
  - ii) *Information About Your Clients:*
    - (1) In order to invite others to provide feedback on you or your company directly in STAMP, you will enter, their name, title, company, email address, other relevant profile, and contact information directly into the system or template. This information will be used by STONEGATE to send your invitation to participate in an assessment, including a message that you write. The names and email addresses of people that you invite will be used only to send your invitations and reminders.
    - (2) All information that you enter or upload about your contacts will be covered by the same terms of this privacy policy.
  - iii) Information Use

- (1) *STAMP Communications:*
    - (a) STONEGATE will communicate with you through email and notices posted on the STAMP Site(s). These include a series of welcome emails which help inform STAMP Users about various features on STAMP. Please be aware that you will always receive certain emails from STONEGATE related to the proper functioning of your account, including but not limited to, email notices when an assessment is completed, when reports are available, information about STAMP User accounts, and assessment status.
- iv) Information Sharing
  - (1) *Sharing Information With Third Parties:*
    - (a) STONEGATE takes the privacy of our users very seriously. We will never sell, rent, or otherwise provide your personally identifiable information to any third parties for marketing purposes. We will only share your personally identifiable information with third parties to carry out your instructions and to provide specific services.
    - (b) We may provide aggregated data about the usage of our services to third-parties for such purposes as we deem, in our sole discretion, to be appropriate. We may segment Registered STAMP Users by such categories as role (i.e. product managers, vice presidents, etc.), industry, geographic location, or company. If you would like to be excluded from aggregated research or products based upon aggregated data about STAMP Users' activities on the STAMP site(s), please email customer service.
  - (2) *Legal Disclaimer:*
    - (a) It is possible that we may need to disclose personal information when required by law. We will disclose such information only when we have a good-faith belief that it is necessary to comply with a court order, ongoing judicial proceeding, or other legal process served on our company or to exercise our legal rights or defend against legal claims.
    - (b) You agree to indemnify, defend, and hold harmless STONEGATE, its members, managers, officers, directors, employees, agents, attorneys, licensors, and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Privacy Policy or any activity related to your Internet account (including negligent or wrongful conduct), by you or any other person accessing the STAMP Site(s) through your STAMP User account.
    - (c) In order to secure your personal information, access to your data on STAMP is password-protected, and sensitive data is protected by SSL encryption when it is exchanged between your web browser and our web site. To protect any data you store on our servers, we also regularly audit our system for possible vulnerabilities and attacks. We further use a tier-one secured-access data center.
- v) Sale of STAMP
  - (1) STONEGATE reserves the right to share or transfer personally identifiable information and aggregate information to a third party in the event of a sale, merger, acquisition or other associated transaction by and between STONEGATE and a third party, provided such third party agrees to adhere to the terms of this Privacy Policy. Moreover, prior to such transaction between STONEGATE and a third party, STAMP Users will be notified of their ability to delete their user profile prior to the transaction and will have thirty (30) days to "opt out" of disclosing their information. Failure to "opt out" will allow STONEGATE to disclose such personal information in the context of this transaction.
- vi) Data Integrity and Access
  - (1) Should a STAMP User find inaccuracies in such user's information, or desire to close an account or view the personally identifiable information STAMP may have regarding the user, the user may contact STAMP through the communication methods described below, or when technically feasible, directly on the STAMP Site(s). STAMP will make commercially reasonable efforts to respond to requests for access within thirty (30) days of receiving requests. STAMP may decline to process users' access or update requests to their personally identifiable information if the requests require disproportionate technical effort, jeopardize the privacy of other STAMP Users, or are impractical (for instance, requests concerning information residing on backup tapes).
- vii) Security
  - (1) To prevent unauthorized access or disclosure, maintain data accuracy, and ensure the appropriate use of information, STAMP implements physical, electronic, and managerial procedures to safeguard and secure the information STAMP collects. STAMP uses encryption when collecting or transferring sensitive personally identifiable information. However, STAMP does not guarantee that unauthorized third parties will never defeat measures taken to prevent improper use of personally identifiable information.
  - (2) Access to STAMP Users' non-public personally identifiable information is restricted internally to STAMP'S administrators and individuals on a need-to-know basis. These individuals are bound by confidentiality agreements.
  - (3) STAMP User passwords are keys to STAMP accounts. Use unique numbers, letters, and special characters for passwords and do not disclose passwords to other people in order to prevent loss of account control. STAMP Users are responsible for all actions taken in their accounts. Notify STONEGATE of any password compromises, and change passwords periodically to maintain account protection.



- g) Enforcement
  - i) In the event STONEGATE becomes aware that the security of a STAMP Site has been compromised, or that STAMP Users' personally identifiable information has been disclosed to unrelated third parties as a result of external activity such as security attacks or fraud, STONEGATE reserves the right to take reasonable appropriate measures, including but not limited to, investigation and reporting, and notification to and cooperation with law enforcement authorities.
  - ii) If STAMP becomes aware that STAMP Users' personally identifiable information has been disclosed in a manner not permitted by this Privacy Policy, STONEGATE will make reasonable efforts to notify the affected user, as soon as reasonably possible and as permitted by law, of what information has been disclosed, to the extent that STONEGATE knows this information.

## 11) DEFINITIONS

- a) Add-On: A specialized module which may be offered to Licensee, as an option during the Term upon terms and fees established by STONEGATE, provided however that Licensee shall not be required to license any such Add-Ons in order to use the Service.
- b) Additional Services: Professional services such as project and authoring assistance, technical consultancy/systems development, error correction payable by Licensee and onsite Support/ user Support outside Standard Support Hours.
- c) Additional Support Contact: Means an individual, who subject to written agreement by STONEGATE and the payment of an annual fee, shall be authorized to exercise some or all of the Designated Support Contact's functions.
- d) Affiliate: Means, with respect to any first entity, any second entity Controlling, Controlled by or under common Control with that first entity. As used in this definition, "Control" and its derivatives means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a corporation, person or other entity whether through the ownership of voting securities, or by contract or otherwise.
- e) Article: A portion of this document identified by a number at the 1st level (e.g. "1", "2", "23" etc.). An Article will also comprise all subordinate levels of text within the bounds of that Article.
- f) Confidential Information: Defined in section 9.
- g) STONEGATE Professional software: The STONEGATE Professional software package.
- h) Contractors: Individuals not employed on a full time basis by Licensee, but that are nonetheless subject to the same level of controls applied to employed personnel, including Non-Disclosure Agreements and /or any applicable background investigations, and where such individuals are not in the business of developing data collection and/or reporting software.
- i) Designated Support Contact (or "DSC"): Licensee's primary Support contact who acts as the conduit for all requests from Licensee to STONEGATE relating to matters of use of, and troubleshooting with respect to the Licensed Materials.
- j) Designated Users: Individually named users who must either be employees, temporary staff or Contractors, who are authorized to use the Software by means of a unique User ID and subject to the Agreement.
- k) Development and Installation Fee: Agreed to up-front fee as indicated on the Order Form to customize the Services and Software to Licensee's requirements.
- l) Disclosing Party: The party who discloses Confidential Information to a Recipient.
- m) Documentation: Documentation supplied as set forth in the Terms or Agreement.
- n) Express User ID: The unique access details issued to, and used by, each individually authorized Designated User for accessing and use of the Software with Express User permission (restricted permission level), as set forth in the Documentation.
- o) General User: An individual who uses STAMP that the Licensee's Designated Users have made available by means including: e-mail invitations, pop-ups or links on homepages. Access can be either via a public link, a unique link, or password protected access. General Users will only access the Service and only via a web browser, and will not be granted a User ID.
- p) Hosting Environment: Means the server environment where the Software is hosted and made accessible to individuals or enterprises via the internet on a subscription basis.
- q) Initial Term: The first licensing period for which Licensee has access to and use of the Service, the dates of which appear on the first page of the Agreement.
- r) IPR: Intellectual property rights including without limit patents, copyrights, design rights (both registered and unregistered), trade marks (both registered and unregistered), service marks, trade secrets, know-how, database rights and actual property rights, right, title and interest in and to all applications for the same anywhere in the world.
- s) License Fee: A fee as indicated in the Order Form which allows a Licensee to access and use the Service within the levels set forth in the Order Form.
- t) License Period: Means the Initial Term or any subsequent Term Extension referred to in the Agreement or in any Order Form
- u) Licensed Materials: Means the Software, the Service and the Documentation.
- v) Limited Warranty: The warranty given in the Agreement.
- w) NDA: Non-disclosure agreement.
- x) Order Form: The form utilized for additional licensing and/or for renewals, to be signed by both parties to be valid, and in a format similar to the one in the Agreement, Schedule 1.
- y) Owners: STONEGATE and parties from which STONEGATE derives its rights to the Service, the Software and the Documentation.
- z) Parties: Jointly, Licensee and STONEGATE.
- aa) Personal Data: For agreements governed by US law this shall mean any information relating to an identified or identifiable individual by direct (e.g. social security number) or indirect (e.g. telephone number) means.
- bb) Professional User ID: The unique access details issued to, and used by, each individually authorized Designated User for accessing and use of the Service with Professional User permission (highest permission level), as set forth in the Documentation.
- cc) Published Reports: Reports made available for access through the web to users without need of a User ID and in the format of e.g. HTML published reports, password protected access to HTML published reports, public access links.
- dd) Recipient: The party who receives Confidential Information from a Disclosing Party.
- ee) Section: A portion of this document identified by a number at the 2nd level (e.g. "1.1", "2.2", "23.6" etc.). A Section will also comprise

- all subordinate levels of text within the bounds of that Section.
- ff) Service: Access to use the Software specified in the Order Form, on one of STONEGATE's Hosting Environments.
  - gg) Service Enhancements: Means enhancements made to the Software by means of error correction, software modifications and new versions to the extent STONEGATE deems it necessary and at time intervals decided by STONEGATE.
  - hh) Service Level Agreement: The terms set forth in section 8 of the Terms.
  - ii) Software: STONEGATE's proprietary software application(s), including software originally developed or owned by other companies, as specified in the applicable Order Form(s) and being licensed by Licensing under the Agreement, in object code form only, as described in the Documentation for that specific software, but excluding source code material and all preparatory design material.
  - jj) Support / Standard Support / Standard Support Hours: As set forth in section 7.
  - kk) Sub-Section: A portion of this document identified by a number at the 3rd level (e.g. "1.1.1", "2.2.2", "23.6.3" etc.). A Sub-Section will also comprise all subordinate levels of text within the bounds of that Sub-Section.
  - ll) Term: The Initial Term and all subsequent Term Extensions shall collectively be known as the Term.
  - mm) Term Extension: Subsequent licensing periods after the Initial Term. Each Term Extension will have duration of no less than twelve (12) months.
  - nn) Uncontested Invoice: Invoices for which Licensing has not provided STONEGATE with any written notification contesting such invoice within thirty (30) days after receipt of said invoice. If Licensee fails to make such notification, Licensing will thereafter raise no objection to said invoice and will make full payment in accordance with it.
  - oo) User ID: See *Professional User ID* and *Express User ID*.