

BRANDFOLDER TERMS OF SERVICE (Version: December 2017)

Welcome to the Brandfolder Site, operated by Brandfolder, Inc. ("Brandfolder," "we," "our" or "us"). Please read the following terms of service (the "Terms") carefully as they contain important legal terms and conditions that you accept when you access our Site, or purchase or use products or services from the Site, through any means (including mobile apps).

The "Agreement" means these Terms plus the mutually agreed-upon order ("Order") that you place for our products and services. Also for purposes of these Terms, "Customer" "you" and "your" mean the organization on whose behalf you are placing Orders or using the Site (or, if none, yourself individually).

This Agreement applies to all aspects of the provision and use of the Service, except that this Agreement does not apply if you are subject to a separate written customer agreement with Brandfolder. The version of this Agreement in effect as of the date of first access or the Order date (whichever occurs first) is the version that applies to you. Brandfolder may, however, update these Terms at any time, at its discretion and without notice, on a prospective basis. Any such updates will only apply to future Orders accepted by you (including renewal orders).

1. DEFINITIONS.

1.1 "Additional Materials" means all services, hardware, and software necessary to operate or use Brandfolder Services and not owned or provided by Brandfolder unless expressly agreed to under this Agreement.

1.2 "Asset" means a brand folder, including all files therein, on the Brandfolder Site.

1.3 "Customer Data" means any data, content, works, and information provided or delivered by Customer, and/or any User to Brandfolder.

1.4 "Documentation" means the user manuals provided to Customer with the Brandfolder Services in either electronic, online help files or hard copy format.

1.5 "Brandfolder Services" means, as applicable, the online service delivered by Brandfolder to Customer using the Brandfolder Software hosted by Brandfolder and as made available by Brandfolder through the access methods described in this Agreement.

1.6 "Brandfolder Software" means the software program or programs identified in the Order, all Documentation, all components, data, and information procured or obtained by Brandfolder from a third party (other than Customer Data), and any modified, updated or enhanced versions of such programs and Documentation that Brandfolder may provide to Customer in connection with the Brandfolder Services.

1.7 "Brandfolder Site" includes all webpages that we operate and the hosting environment managed by Brandfolder where Customer and Users may access and use the Brandfolder Services, however accessed (including mobile apps).

1.8 "Intellectual Property Rights" means all known or hereafter existing worldwide copyrights, trademarks, service marks, trade secrets, patents, patent applications, know-how, moral rights, contract rights, and other proprietary rights.

1.9 "Users" means Customer's employees and contractors who are authorized by Customer to use the Brandfolder Services on behalf of Customer and have been supplied user identifications and passwords by Brandfolder for this purpose.

2. ACCESS GRANT AND OTHER RIGHTS.

2.1 Access. Subject to the terms and conditions of this Agreement, Brandfolder grants to Customer during the Term (as defined below) a non-exclusive, non-transferable right to access and use the Brandfolder Services for which Customer has paid the applicable fees, solely for the performance of Customer's internal business purposes in accordance with the Documentation, the user quotas and other limitations set forth in the Order, if any, and the other terms and conditions of this Agreement. Brandfolder will use commercially reasonable efforts to ensure that, if applicable, the Brandfolder Services are generally accessible through the Brandfolder Site over normal network connections, excepting downtime due to necessary maintenance and troubleshooting, in accordance with the terms and conditions of this Agreement.

2.2 Restrictions On Use. Customer acknowledges that the Brandfolder Software and Brandfolder Service and the structure, organization, and source code thereof constitute valuable trade secrets of Brandfolder. Accordingly, except as expressly permitted in Section 2.1 or as otherwise authorized by Brandfolder in writing, Customer will not, and will not permit their employees and third party contractors to (a) modify, adapt, alter, translate, or create derivative works from the Brandfolder Software or Brandfolder Service; (b) sublicense, lease, rent, loan, sell, distribute, make available or otherwise transfer the Brandfolder Software or Brandfolder Service to any third party, (c) reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Brandfolder Software or Brandfolder Service; (d) otherwise use or copy the Brandfolder Software or Brandfolder Service except as expressly allowed under Section 2.1 above; or (e) interfere in any manner with the operation of the Brandfolder Service.

2.3 Additional Materials. Unless otherwise expressly agreed to by the parties, Customer shall provide and obtain for itself all Additional Materials as instructed by Brandfolder. All use of Additional Materials will be subject to the terms and conditions required by the third-party licensors, vendors and/or providers of such Additional Materials (if any).

2.4 Customer Data. Customer hereby grants to Brandfolder a non-exclusive right and license to use the Customer Data solely for the limited purpose of, and solely as necessary for, performing Brandfolder's obligations hereunder for the benefit of Customer. Brandfolder shall not use the Customer Data for the benefit of any other customer of Brandfolder, or for any other purpose, without Customer's prior written approval. Subject to the rights granted in this Agreement, Customer retains all right, title and interest in and to the Customer Data, and Brandfolder acknowledges that it neither owns nor acquires any additional rights in and to the Customer Data not expressly granted by this Agreement. Notwithstanding the foregoing, Customer represents and warrants that it has the right to use the Customer Data and provide the Customer Data to Brandfolder.

2.5 Access Credentials. Each User will be assigned a unique user identification name and password for access to and use of the Brandfolder Service. Customer shall be responsible for ensuring the security and confidentiality of its login credentials. Customer's access and use of the Brandfolder Service will be limited to the number of Users and types of transactions for which Customer has paid the applicable Fees. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Brandfolder Service, and notify Brandfolder promptly of any such unauthorized use. If Customer wishes to add additional Users, Customer will submit a written support request for more Users to Brandfolder. Upon Brandfolder's written approval of the terms of any such additional order, Brandfolder shall make the Brandfolder Service available to the additional Users on the terms and conditions set forth in this Agreement.

3. Support Services. Subject to the terms and conditions of this Agreement, Brandfolder will provide Customer with those support and maintenance services for the Brandfolder Services described in Exhibit A ("Support Services").

4. PROPRIETARY RIGHTS. The Brandfolder Services and Brandfolder Software, and all worldwide Intellectual Property Rights therein, are the exclusive property of Brandfolder and its suppliers. All rights in and to the Brandfolder Services and Brandfolder Software not expressly granted to Customer in this Agreement are reserved by Brandfolder and its suppliers. Customer will not remove, alter, or obscure any proprietary notices (including copyright notices) of Brandfolder or its suppliers on the Brandfolder Software or Documentation.

5. FEES AND PAYMENT.

5.1 Fees. Customer will pay Brandfolder the Brandfolder Services fees in the amount and pursuant to the schedule set forth in the Order ("Fees"). All Fees are non-refundable, except as otherwise set out in this Agreement.

5.2 Payment. Unless otherwise expressly provided in this Agreement, Customer will pay all invoices due on receipt. Fees exclude, and Customer will make all payments of fees to Brandfolder free and clear of all applicable sales, use, and other taxes and all applicable export and import fees, customs duties and similar charges. All prices and payments shall be in U.S.

dollars.

5.3 Records and Reports. At all times during the Term, and for at least one (1) year after any termination of this Agreement, each party will maintain complete and accurate records of (i) Customer's usage of the Brandfolder Software and Brandfolder Services as reasonably necessary for verification of Customer compliance with the terms and conditions of this Agreement, with respect to Customer, and (ii) Brandfolder's performance under this Agreement as reasonably necessary for verification of Brandfolder's compliance with the terms and conditions of this Agreement, with respect to Brandfolder.

5.4 Audit Rights. Upon thirty 30 days' prior notice Brandfolder will have the right to have an independent audit firm inspect Customer's records relating to Customer's use of the Brandfolder Software and Brandfolder Services solely in order to verify Customer's compliance with the terms and conditions of this Agreement. The audit will be performed during Customer's normal business hours. The costs of the audit will be paid by Brandfolder, unless the audit reveals that Customer has (i) failed to comply with the terms and conditions of this Agreement, or (ii) underpaid the amounts owed to Brandfolder by five percent (5%) or more, in which case Customer will reimburse Brandfolder for all reasonable out-of-pocket costs and expenses reasonably incurred by Brandfolder in connection with such audit. Customer will promptly pay to Brandfolder any amounts shown by any such audit to be owing and due.

6. WARRANTY; DISCLAIMER.

6.1 Brandfolder Warranty. Brandfolder warrants that (a) it will perform the Support Services in a professional and competent manner in accordance with industry standards, and (b) the Brandfolder Services will operate substantially as described in the then-current Documentation. Brandfolder will, at its own option and expense, and as its sole liability and Customer's exclusive remedy for any breach of the warranty under sub-section (a) above, re-perform the Support Services which gave rise to the breach or, at Brandfolder's option, refund the fees paid by Customer for the Support Services (as applicable) which gave rise to the breach; provided that Customer shall notify Brandfolder in writing of the breach within thirty (30) days following performance of the defective Brandfolder Support Services, specifying the breach in reasonable detail. Brandfolder will, at its own option and expense, and as its sole obligation and Customer's exclusive remedy for any breach of the warranty under sub-section (b) above, correct any reproducible error that Customer reports to Brandfolder in writing within thirty (30) days following performance of the defective Brandfolder Services, specifying the breach in reasonable detail, or, at Brandfolder's option, refund the fees paid by Customer for the Brandfolder Services which gave rise to the breach.

6.2 Disclaimers. BRANDFOLDER DOES NOT WARRANT THAT CUSTOMER'S USE OF THE BRANDFOLDER SOFTWARE OR BRANDFOLDER SERVICES WILL BE ERROR-FREE, UNINTERRUPTED OR FREE FROM UNAUTHORIZED ACCESS. THE EXPRESS WARRANTIES IN SECTIONS 6.1 AND 6.2 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE BRANDFOLDER SOFTWARE AND BRANDFOLDER SERVICES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, WHICH ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, CUSTOMER RECOGNIZES THAT BRANDFOLDER DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE BRANDFOLDER SOFTWARE AND BRANDFOLDER SERVICES. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET AND TELECOMMUNICATIONS SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. ACCORDINGLY, BRANDFOLDER DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

7. INDEMNITY.

7.1 BRANDFOLDER. Brandfolder will defend at its own expense and indemnify and hold Customer, and its directors, officers, employees, contractors and agents harmless from and against any and all claims, liabilities, losses, damages, judgments, awards, costs (including, without limitation, legal fees and expenses), actions and/or other proceedings made, sustained,

incurred, brought or prosecuted in any manner whatsoever relating to or arising from: (A) any infringement by the Brandfolder Software (as incorporated into the Brandfolder Services) of a third party's U.S. Intellectual Property Rights; and (B) any property damage, personal injury or death to the extent caused by the negligence, willful misconduct, acts or omissions of Brandfolder or by its employees, contractors or agents; provided, however, Brandfolder shall have no indemnity obligations under this sub-section (B) to the extent any such damage, injury or death is caused by the negligence, willful misconduct, acts or omissions of Customer, and its employees, contractors or agents. The foregoing obligations are conditioned on Customer's (a) notifying Brandfolder promptly in writing of such action, (b) giving Brandfolder sole control of the defense thereof and any related settlement negotiations, and (c) cooperating and, at Brandfolder's request and expense, assisting in such defense, providing that a failure or default under clauses (a)-(c) shall not excuse or relieve Brandfolder from any defense or indemnity to the extent Brandfolder's defense is not materially prejudiced by such failure or default. If the Brandfolder Software or Brandfolder Services become, or in Brandfolder's opinion are likely to become, the subject of an infringement claim, Brandfolder may, at its option and expense, without limiting the foregoing obligations of Brandfolder, either (i) procure for Customer the right to continue using the Brandfolder Software as necessary for the use of the Brandfolder Services, or (ii) replace or modify the Brandfolder Software so that it become non-infringing; provided, however, if Brandfolder reasonably determines that the remedies under (i) or (ii) are not commercially practicable, Brandfolder may terminate this Agreement upon written notice to Customer and refund Customer the any pre-paid but unused Fees paid for such Brandfolder Software, as applicable. Notwithstanding the foregoing, Brandfolder will have no obligation under this Section 7 or otherwise to the extent of any infringement claim is based upon (a) any use of the Brandfolder Software or Brandfolder Services not in accordance with this Agreement and/or the Documentation and/or Brandfolder's written instructions, or (b) any use of the Brandfolder Software or Brandfolder Services in combination with software or hardware not supplied by Brandfolder (other than the Additional Materials). THIS SECTION 7 STATES BRANDFOLDER'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

7.2 CUSTOMER. Customer will defend at its own expense and indemnify and hold Brandfolder, and its directors, officers, employees, contractors and agents harmless from and against any and all claims, liabilities, losses, damages, judgments, awards, costs (including, without limitation, legal fees and expenses), actions and/or other proceedings made, sustained, incurred, brought or prosecuted in any manner whatsoever relating to or arising from: (a) any Customer Data (e.g., the ownership thereof) or (b) Customer's breach of Section 2.2.

8. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL: (A) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING ANY LOSS OF DATA, PROFITS, REVENUE OR DATA USE) ARISING FROM OR RELATED TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) BRANDFOLDER'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE TO BRANDFOLDER UNDER THIS AGREEMENT DURING THE TWELVE (12)-MONTH PERIOD PRECEDING THE EVENT(S) GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY UNDER THIS SECTION 8 SHALL NOT APPLY TO (I) BREACH OF THE CONFIDENTIALITY OBLIGATIONS BELOW, (II) THIRD-PARTY CLAIMS, OR (III) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY.

9. CONFIDENTIALITY.

9.1 Confidential Information. Each party (the "Disclosing Party") may from time to time disclose to the other party (the "Receiving Party") certain information regarding the business of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, customer,

planning, and other confidential or proprietary information ("Confidential Information"). Any information that the Receiving Party knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party will be considered Confidential Information of the Disclosing Party. The Brandfolder Software, including without limitation any routines, subroutines, directories, tools, programs, or any other technology included therein, shall be considered Brandfolder's Confidential Information. The terms of this Agreement shall be considered Confidential Information.

9.2 Protection of Confidential Information. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

9.3 Exceptions. The Receiving Party's obligations under Section 9.2 with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure or obtain a protective order.

9.4 Return of Confidential Information. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control promptly upon the written request of the Disclosing Party; provided that the Receiving Party may keep one copy for its legal and archival purposes.

10. TERM AND TERMINATION

10.1 Term. This Agreement is effective during the initial subscription period set forth in the Order (the "Initial Term"). The initial subscription period set forth in the Order will automatically renew for successive one year periods (each, a "Renewal Term") unless either party provides written notice to the other party of non-renewal of the Order not less than ninety (90) days prior to the start of the upcoming Renewal Term. The Initial Term and Renewal Term are collectively referred to as the "Term". The Term may be sooner terminated as set forth herein. Termination of the Agreement encompasses termination of the Order unless otherwise agreed in writing.

10.2 Termination. Either party may terminate this Agreement if the other party breaches any material provision of this Agreement, provided, that, where curable, the breaching party does not cure such breach within thirty (30) days after receiving notice thereof.

10.3 Effects of Termination. Upon termination or expiration of this Agreement, any amounts owed to Brandfolder under this Agreement before such termination or expiration will be immediately due and payable, all access rights granted in this Agreement will immediately cease to exist, and Customer must promptly discontinue all use of the Brandfolder Software and Brandfolder Services, and return to Brandfolder or destroy all copies of the Brandfolder Documentation and other Brandfolder Confidential Information in Customer's possession or control. Sections 1, 2.2, 2.4, 4, 5.5, 6, 7, 8, 9, 10.3 and 11, together with any accrued payment

obligations, will survive expiration or termination of this Agreement for any reason.

11. GENERAL

11.1 No Publicity. Neither party shall make any public written or online references to the nature of this Agreement, to the other party or to the other party's logos, trademarks or service marks without the prior written consent of the other party (not to be unreasonably withheld or delayed). Notwithstanding the foregoing, during the Term each party may accurately reference the other party as a customer or vendor (as applicable) in customer lists and marketing materials.

11.2 Compliance with Laws. Each party shall comply with all applicable laws and regulations concerning the provision and use (as applicable) Brandfolder Services.

11.3 Assignment. Neither party may assign or transfer, by operation of law or otherwise, any of its rights under the Agreement to any third party without the other party's prior written consent, which consent will not be unreasonably withheld or delayed; except that each party may assign this Agreement, without consent, to an affiliate or any successor to all or substantially all its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any attempted assignment or transfer in violation of the foregoing will be null and void.

11.4 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder for any cause which is beyond the reasonable control of such party.

11.5 Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth on the Order and will be effective upon receipt or when delivery is refused. Either party may change its address by giving notice of the new address to the other party.

11.6 Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado, without reference to its choice of laws rules. The parties expressly exclude the application of the United Nations Convention on the International Sale of Goods.

11.7 Remedies. Except as provided in Sections 6 and 7, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Brandfolder Software contains valuable trade secrets and proprietary information of Brandfolder, that any actual or threatened breach of Section 2 or Section 9 may constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy, and that Brandfolder is entitled to seek injunctive relief in the event of any such actual or threatened breach. If any legal action is brought by either party to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

11.8 Waivers; Severability. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

11.9 Entire Agreement; Counterparts. This Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. This Agreement may be executed in counterparts. Once signed, any unaltered reproduction thereof made by reliable means (e.g., photocopy, .pdf, email scan or facsimile) will be considered an original.

The terms and conditions in this Exhibit apply only if Customer has purchased Support Services.

1. DEFINITIONS. Capitalized terms used but not defined in the Agreement shall have the meanings set forth in this Section 1:

1.1 "Error" shall mean a reproducible defect in the Brandfolder Services when operated in accordance with the Documentation, which causes the Brandfolder Services not to operate substantially in accordance with the Documentation.

1.2 "Resolution" shall mean a modification or workaround to the Brandfolder Services and/or Documentation and/or other information provided by Brandfolder to Customer intended to resolve an Error.

1.3 "Standard Business Day" means 9:00 a.m. to 5:00 p.m. (Mountain Time), Monday through Friday (excluding regular U.S holidays and Company holidays).

1.4 "Standard Support Hour" shall mean an hour during a Standard Business Day.

1.5 "Support Day" shall mean a Standard Business Day.

2. SUPPORT SERVICES PROVIDED.

2.1 Telephone Support. Brandfolder will provide telephone support during the Standard Support Hours. Telephone support will include the following:

(a) Clarification of functions and features of the Brandfolder Services;

(b) Clarification of the Documentation;

(c) Guidance in operation of the Brandfolder Services;

(d) Assistance in identifying and verifying the causes of suspected Errors in the Brandfolder Services; and

(e) Advice on bypassing identified Errors in the Brandfolder Services, if reasonably possible.

2.2 Resolution of Errors. For all inquiries received by Brandfolder during its Standard Support Hours, Brandfolder will provide an initial response according to the service level criteria in Table 1 below.

2.3 Travel and Other Expenses. Support Services provided hereunder shall be provided at Brandfolder's principal place of business. Should Customer request that Brandfolder send personnel to any Customer facility to resolve any Error in the Brandfolder Services, Customer shall pay Brandfolder's reasonable, pre-approved (by Customer) travel, meals and lodging expenses. Under such circumstances, Customer shall also pay actual costs for supplies and other expenses reasonably incurred by Brandfolder and necessary for the Support Services, which are not of the sort normally provided or covered by Brandfolder, provided that Customer has approved in advance the purchase of such supplies and other expenses.

2.4 Exceptions. Brandfolder will provide the Support Services only for the Brandfolder Services. Brandfolder shall have no responsibility under this Agreement to fix any Errors to the extent arising solely out of or solely related to the following causes: (a) Customer's modification of the Brandfolder Services (in whole or in part), (b) use of the Brandfolder Services in an environment other than that provided or used by or for Brandfolder); or (c) hardware problems (other than hardware provided or used by or for Brandfolder). Any corrections performed by Brandfolder for such Errors shall be made, in Brandfolder's reasonable discretion, at Brandfolder's then-current time and material rates.

3. CUSTOMER RESPONSIBILITIES. Except for training services provided by Brandfolder to Customer pursuant to an agreed training engagement, Customer is responsible for ensuring that all appropriate personnel are knowledgeable in the operation and use of the Brandfolder Services (pursuant to the Documentation) and associated equipment.

Table 1 – Severity Levels Table

A severity level will be assigned to each service request upon receipt pursuant to the descriptions set forth in Table 1 below. In some cases, it may be appropriate to upgrade or downgrade the severity level from its initial assignment. For example, if a work-around is identified and implemented for a Critical Level problem, the severity level will be downgraded to

a Medium Level. An incident number will be assigned to each service request upon receipt. This incident number will be reported to Customer and used as a means to track support status.

Severity Level Description Response and Resolution

Standard Support

CRITICAL Brandfolder Services are inoperative or unusable. Critical or material impact on normal business operations. Brandfolder will use commercially-reasonable efforts to contact Customer within 2 Standard Support Hours of the problem report. Brandfolder will put forth commercially-reasonable efforts to sustain resolution activities as long as necessary during the Standard Business Day. Resolution will restore the system to adequate operation as quickly as possible.

HIGH Brandfolder Services are partially inoperative and there are no work-arounds available. Less critical but severely restrictive impact on normal business operations. Brandfolder will use commercially-reasonable efforts to contact Customer within 6 Standard Support Hours of the problem report. Brandfolder will put forth commercially-reasonable efforts to resolve the issue. Resolution will restore the system or incorrect function to adequate operation within a reasonable timeframe.

MEDIUM Brandfolder Services are usable with limited functions. Work-around exists to prevent impact on business operations. Brandfolder will use commercially-reasonable efforts to contact Customer within 10 Standard Support Hours of the problem report. Brandfolder will determine the activities necessary to resolve the problem and the timeframe in which resolution can be completed. Customer may request that resolution be accelerated. An accelerated schedule may result in additional fees.

LOW Brandfolder Services are usable but problem has been identified and correction is required. Brandfolder will use commercially-reasonable efforts to contact Customer within 24 Standard Support Hours of the problem report. Brandfolder will determine the activities necessary to resolve the problem and the timeframe in which resolution can be completed. Customer may request that resolution be accelerated. An accelerated schedule may result in additional fees.

SUGGESTION Brandfolder Services are usable and is functioning properly. A change or enhancement has been suggested by Customer. Brandfolder and Customer will mutually agree on a resolution. Additional costs may apply.