

**GLOBALSPEC, LLC**  
**GENERAL TERMS AND CONDITIONS**

By signing any contract or other order form referencing these General Terms and Conditions (an "Order"), the Client, as defined in in the applicable Order, agrees to the terms of these General Terms and Conditions, including any attachments hereto (these "Terms" together with the applicable Order(s), this "Agreement"). Any products ("Product(s)") or services ("Service(s)") provided by GlobalSpec, LLC ("GlobalSpec") pursuant to an Order shall be governed by this Agreement.

**1. FEES**

Client shall pay to GlobalSpec the full amount due pursuant to the Order(s) within thirty (30) days of the Order date unless a different payment schedule is agreed to by the parties in writing. Any past due payments shall be charged a 1.5% late fee, plus 1.5% monthly interest until the balance is paid in full. Except as otherwise provided herein, fees and any late payment charges are non-refundable. All prices are quoted in U.S. dollars.

**2. TIMELINE**

Client agrees to comply with all deadlines set by GlobalSpec and acknowledges that failure to meet such deadlines by the Client may result in delay of the relevant launch/issue date for any Products or Services. GlobalSpec may, but is not required to, itemize and document any delays. Any deadlines specified in an Order may be modified by mutual written agreement of the parties.

**3. TERM AND TERMINATION**

**3.1 Term.** The term of this Agreement shall commence on the earliest Start Date set forth in the applicable Order and, unless sooner terminated pursuant to provisions herein, shall continue until the latest End Date set forth in the applicable Order (the "Term"). The parties may mutually agree on a shorter term or specific dates for particular Products or Services during the Term of this Agreement.

**3.2 Termination.** Notwithstanding any provisions to the contrary, this Agreement may be terminated under the following circumstances:

- (i) by the non-breaching party, upon the occurrence of a material breach of the breaching party's obligations under this Agreement, which breach is not cured within 15 days after receipt of written notice of the breach from the non-breaching party;
- (ii) by either party immediately without liability if the other party ceases to conduct business or is the subject of a petition in bankruptcy which is not withdrawn within 60 days;
- (iii) by GlobalSpec, for Client's non-payment of amounts due or Client's repeated infringement of third party copyrights; or
- (iv) for media Products or Services, by GlobalSpec upon forty-five (45) days written notice.

**3.3 Accrued Obligations.** Notwithstanding the termination of this Agreement for any reason,

neither party shall be relieved of any duty, obligation, debt or liability that arose or accrued prior to the termination. If GlobalSpec terminates any portion of the applicable Order due to the Client's material breach of any requirement of the applicable Order, including for non-payment, all of the Client's full payment obligations hereunder shall survive such termination or removal, unless specifically stated otherwise herein.

**3.4 Survival of Termination.** Upon any expiration or termination of this Agreement, the indemnification, confidentiality, warranty disclaimer and limitation of liability paragraphs of this Agreement shall survive, along with any accrued but unpaid payment obligations of Client, and any other provisions to the extent expressly stated to survive in this Agreement.

**3.5 Payment upon Termination.** If Client attempts to terminate this Agreement or any Products or Services set forth in an Order, any fees payable under this Agreement for such period will be invoiced by GlobalSpec in full. Where Client has already paid the fees in advance any fees relating to the unused period of the term shall be forfeited by the Client. However, if this Agreement is terminated (i) in accordance with Section 10, (ii) by Client pursuant to Section 3.2 above or (iii) by GlobalSpec pursuant to Section 3.2(iv), GlobalSpec shall return a pro-rated amount of any fees prepaid by Client for services not yet performed by GlobalSpec as of the effective date of the termination.

## 4. CONFIDENTIALITY

**4.1 Confidentiality and Ownership of Information and Other Assets.** Both parties will keep the existence and terms of this Agreement confidential and neither party will publish any press release related hereto without the prior written consent of the other party, except as required by law. Neither party shall disclose to a third party Confidential Information of the other party. The receiving party shall use the same degree of care as it uses to protect the confidentiality of its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing party. The foregoing obligations shall not apply to any Confidential Information that: (a) can be demonstrated to have been publicly known at the time of the disclosing party's disclosure of such Confidential Information to the receiving party; (b) becomes part of the public domain or publicly known, by publication or otherwise, not due to any unauthorized act or omission by the receiving party; (c) can be demonstrated to have been independently developed or acquired by the receiving party without reference to or reliance upon such Confidential Information, as evidenced by the receiving party's written records; (d) is provided to the receiving party by a third party who is under no obligation to the disclosing party to keep the information confidential; or (e) is required to be disclosed by law, provided that the receiving party takes reasonable and lawful actions to avoid and/or minimize such disclosure and promptly notifies the disclosing party so that the disclosing party may take lawful actions to avoid and/or minimize such disclosure. Client shall ensure that all of its subcontractors comply with this obligation.

**4.2 Return of Confidential Information.** All Confidential Information and any and all copies and reproductions thereof shall, upon the expiration or termination of this Agreement for any reason or within fifteen (15) days of written request by GlobalSpec, be promptly returned to it, or in the alternative, destroyed upon GlobalSpec's written request. Client shall ensure that all of its subcontractors comply with this obligation. In the event of such requested destruction, Client shall provide to GlobalSpec written certification of compliance therewith within fifteen

(15) days of such written request.

**4.3 Definition.** “Confidential Information” as used herein means information identified by either party as “Confidential” and/or “Proprietary,” or information that, under the circumstances, ought reasonably be treated as confidential and/or proprietary. “Confidential Information” shall include, but not be limited to, technical information, market research, membership data, analyses, studies, developments, processes, present and/or future product information, pricing information, business plans or other documents, information and materials that contain or reflect such information.

## **5. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS**

**5.1 Authority.** GlobalSpec and the Client each represents and warrants to the other that: (i) it has the necessary power and authority to enter into this Agreement; (ii) its name, as listed herein, is its true and correct full legal name as specified in its articles of incorporation, bylaws, charter or any other applicable legal document (iii) the execution and performance of this Agreement has been authorized by all necessary corporate or institutional actions; (iv) entry into and performance of this Agreement will not conflict with any provisions of law or the certificate of incorporation or by-laws of the Party; (v) no action by any governmental organization is necessary to make this Agreement valid and binding upon the party; and (vi) it possesses all licenses and other governmental approvals necessary to perform its obligations under this Agreement.

**5.2 Non-Infringement.** The Client represents, warrants and covenants that all materials provided by the Client and other information provided by the Client or made available, whether directly or indirectly, to GlobalSpec and its users (the “Licensed Content”) does not and will not (i) infringe on or violate any copyright, trademark, U.S. patent, rights of publicity or privacy, moral rights or any other third party right; (ii) violate any applicable law or regulation; and/or (iii) contain any viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, cancel-bots or other computer programming routines that are intended to damage, interfere with, intercept, or expropriate any system data or personal information.

**5.3 Data Collection.** GlobalSpec represents, warrants, and covenants that, to the extent GlobalSpec shares any data with Client, such data shall have been acquired and processed in accordance with all applicable data privacy laws and regulations.

**5.4 Conduct.** Client represents and warrants that its listings, links and submissions to the GlobalSpec site and network partner sites do not, and will not include content, or links to content, which may result in a third party claim against, or civil or criminal liability to, GlobalSpec or its affiliate(s) or partner(s) or that otherwise violates applicable law or the terms of this Agreement, including, without limitation, content that is fraudulent, deceptive, libelous, defamatory, obscene, pornographic, adult-themed, infringing or that violates the privacy, publicity or any other right(s) of a third party. The Client shall bear full responsibility for all products or services offered, sold or licensed through the Products or Services or the Client's website. The Client will collect and pay all taxes related to the sale or licensing of any products or services in relation the Products and Services provided by GlobalSpec pursuant to an Order.

**5.5 Warranty Disclaimer. GLOBALSPEC MAKES NO WARRANTIES (INCLUDING**

**IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT), GUARANTIES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS OR OTHER INDUCEMENTS, EXPRESS, IMPLIED, ORAL, WRITTEN OR OTHERWISE. CLIENT ACKNOWLEDGES THAT GLOBALSPEC'S SITES ARE OPERATED ON AN "AS IS", "AS AVAILABLE" BASIS, AND THAT GLOBALSPEC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER REGARDING THE PLACEMENT OF LISTINGS OR THE PERFORMANCE OR SECURITY OF ITS WEB SITE, SERVICES OR PRODUCTS PROVIDED PURSUANT TO AN ORDER.**

**5.6 Right of Approval.** Payment of fee(s) by the Client will not guarantee that the Client's listing(s), link(s) and/or account will remain on the GlobalSpec directory or website. If the Client or the Client's listing is deemed to be in violation of any term or condition of this Agreement such listing may be taken off the GlobalSpec directory or website. Receipt times of all submissions, notices and other correspondences and transactions via the GlobalSpec website are measured based on receipt by GlobalSpec's servers. GlobalSpec's sole liability in the event such listing is removed from the GlobalSpec website or otherwise not posted in accordance with the applicable Order will be to refund any fees paid to GlobalSpec by the Client pursuant to the applicable Order on a pro rata basis.

## **6. INDEMNIFICATION AND LIMITATION OF LIABILITY**

**6.1 Liability.** Each party agrees to indemnify, defend and hold harmless the other party, its parents, subsidiaries, affiliates and its and their officers, agents and employees from and against any and all claims, damages, liabilities, losses and/or expenses (including attorneys' fees and costs and any claim or threatened claim of third parties) incurred by the indemnified party (collectively, "Losses") that arise from any: (i) alleged or actual infringement or misappropriation of any copyright, patent, trademark, trade secret or other right based upon obligations of the indemnifying party under this Agreement; (ii) gross negligence or willful misconduct of the indemnifying party; (iii) the indemnifying party's failure to perform fully its obligations herein in a timely manner; or (iv) breach of any of the indemnifying party's representations and warranties herein. This provision shall also apply to any and all subcontractors employed by the indemnifying party. The terms of this provision shall survive the termination or expiration of this Agreement.

**6.2 Procedure.** Each party's indemnification obligations hereunder are conditioned upon the other party providing it with: (i) prompt written notice upon becoming aware of any such claim (provided that the failure of an indemnified party to provide to an indemnifying party notice of any claim will not relieve the indemnifying party of its obligations hereunder except to the extent such indemnifying party is prejudiced by such failure); (ii) reasonable cooperation in the defense or settlement of such claim, at the sole cost and expense of the indemnifying party; and (iii) the sole right and authority to control the defense or settlement of such claim insofar as such defense or settlement does not require any admission of wrongdoing by or liability of the indemnified party.

**6.3 Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE

DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS, LOSS OF DATA OR COST OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH ANY AGREEMENT BETWEEN THE PARTIES, OR THE SERVICES PERFORMED THEREUNDER UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, EITHER PARTY SHALL ONLY BE LIABLE TO THE OTHER UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) FOR ANY DIRECT DAMAGES IN AMOUNT EQUAL TO (A) ACTUAL DAMAGES OR (B) THE FEES PAYABLE FOR THE SERVICE(S) OR PRODUCT(S) PROVIDED PURSUANT TO THE APPLICABLE ORDER, WHICHEVER IS GREATER. NOTWITHSTANDING THE FOREGOING, THIS SECTION SHALL NOT LIMIT ANY INDEMNIFICATION OBLIGATIONS INCLUDED HEREIN.

**6.4 Disclaimer of Liability for Client Provided Materials.** The Client is responsible for any and all information contained in the Licensed Content. Except as expressly provided for herein, GlobalSpec shall have no obligations of any kind with respect to the Licensed Content. GlobalSpec reserves the right, but not the obligation, to review the Licensed Content.

## **7. INDEPENDENT CONTRACTOR**

Nothing contained in this Agreement shall be construed or applied to create a partnership, joint venture, or employer/employee relationship between GlobalSpec and the Client, and neither party is the agent of the other. Neither party shall have any authority, express or implied, to commit or obligate the other party in any manner whatsoever, except as may be specifically authorized in writing, and shall neither party shall represent to anyone that it has a right to do so.

## **8. ANTI-CORRUPTION**

GlobalSpec and Client represent and affirm that (i) they will comply with all applicable laws relating to anti-corruption and anti-bribery, including the US Foreign Corrupt Practices Act and the UK Bribery Act; and (ii) they will not promise, offer, give or receive bribes or corrupt actions in relation to the procurement or performance of this Agreement. For the purposes of this section, “bribes or corrupt actions” means any payment, gift, or gratuity, whether in cash or kind, intended to obtain or retain an advantage, or any other action deemed to be corrupt under the applicable country’s laws.

## **9. EXPORT CONTROL**

Export laws and regulations of the United States and other relevant local export laws apply to the Products and Services provided by GlobalSpec and any Licensed Content provide by Client under the Agreement. Client agrees to comply with all such export laws and regulations, and agrees that it will not export, re-export, transfer, sell or use the advertisements and Licensed Content to, or in, any destination, or use the Products and Services in any manner, other than in compliance with the Arms Export Control Act, 22 U.S.C.2751- 2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 73 0-774; including the requirement for obtaining any export license or agreement, if applicable.

## **10. FORCE MAJUERE**

The performance of this Agreement is subject to acts of God, government authority, riots, epidemics, unusually severe weather, fire, floods, war, terrorism, embargoes, labor disputes or strikes, or other cause beyond the parties' control, which make it commercially impracticable, illegal or impossible to perform as originally contracted under this Agreement. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

## **11. NON-DISCRIMINATION**

GlobalSpec is committed to the principle that all persons shall have equal access to programs, facilities, services, and employment without regard to personal characteristics not related to ability, performance, or qualifications as determined by GlobalSpec's policies and/or applicable laws. GlobalSpec prohibits discrimination, harassment or bullying against any person because of age, ancestry, color disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, appearance, matriculation, political affiliation, marital status, veteran status or any other characteristic protected by law. The Supplier shall maintain an environment free of discrimination, including harassment, bullying, or retaliation and comply with this Section 11 when it is conducting business with GlobalSpec's.

## **12. COMPLIANCE WITH LAWS**

Each party represents and warrants that it shall comply with all laws and regulations that apply to its obligations and duties under this Agreement, including, but not limited to, all laws and regulations concerning data privacy or security or the collection, storage, transfer or other dissemination of data.

## **13. SECURITY AND PRIVACY**

**13.1 Privacy Laws.** Client shall comply with all applicable laws and regulations governing Client's access to and use of information granted under this Agreement and with respect to fulfilling any and all of its obligations hereunder (including without limitation, with respect to privacy laws, Personal Information, protection of data and encryption of credit card information, etc.).

**13.2 Data Collection.** In no event shall Client collect, or cause or permit the collection of, any Personal Information from users of GlobalSpec's site or that of its network partner sites nor shall Client place any file or code on the personal computers, devices, or web browsers of users of GlobalSpec's or its network partners' sites.

**13.3 Privacy Policies.** GlobalSpec's privacy policies shall apply to users of GlobalSpec's Web Site while users are browsing or viewing GlobalSpec's site and Client shall comply with same. GlobalSpec reserves the right, in its sole discretion, to change GlobalSpec's privacy policies at any time, as required by applicable law, without notice to the Client.

**13.4 Protection of Personal Data.** Where either Party processes personal data on behalf of the other in connection with the performance of this Agreement, it shall: (a) process such personal data in accordance with all applicable laws, only for purposes reasonably necessary for the performance of its obligations under this Agreement and in accordance with the documented written instructions of the Data Controller (except where required otherwise by law); (b) treat

such data as Confidential Information; (c) where such personal data is collected in the European Economic Area (“EEA”), not transfer such personal data to any location outside the EEA except in accordance with the safeguards required under the Regulation (EU) 2016/679 (the General Data Protection Regulation) and any applicable national legislation (“EU Data Protection Laws”); (d) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the likelihood and severity of any risk, implement appropriate technical and organizational measures to protect such personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. Without limitation to the foregoing, such measures shall comply with prevailing industry standards but in no case consist of less than reasonable care; (e) co-operate fully with the Data Controller to enable it to adequately discharge its responsibility under applicable laws (including assisting with data subject access or erasure requests); (f) immediately notify the Data Controller of any actual or suspected data breach and provide all available information; (g) not allow any third party to process such personal data on its behalf except with the Data Controller’s prior written consent; and (h) delete or (at the Data Controller’s choice) deliver to the Data Controller all records of such personal data upon termination of this Agreement or (if earlier) upon the data no longer being required for the purposes referred to in subsection (a) above. References to ‘personal data’, ‘processing’, ‘data controller’, and ‘data processor’ in this section, insofar as it concerns data collected in the EEA, shall have the meaning given to these terms under the EU Data Protection Laws. The Data Controller or its representative shall have the right, on reasonable notice, to review, inspect and/or audit the Data Processor’s security program, technical environment and business continuity arrangements and its compliance with the other requirements of this section.

The Data Processor shall delete all of the Data Controller’s information within its custody or control, including, but not limited to, completed project data, email addresses and all other personal data processed on behalf of the Data Controller upon the earliest of a) termination of this Agreement; b) written request by the Data Controller; or c) the personal data no longer being required for the performance of the Services.

**13.5 Data Processing.** To the extent GlobalSpec processes personal information in connection with the California Consumer Privacy Act of 2018 (“CCPA”), GlobalSpec and Client certify each party shall comply with the CCPA and be responsible for its own compliance. Should GlobalSpec process personal information provided to it by the Client for a business purpose under the CCPA on Client’s behalf, GlobalSpec shall not retain, use, or disclose the personal information for any purpose other than for the specific purpose of performing the services specified herein. Further, GlobalSpec shall not sell the personal information provided to it by Client.

## **14. PRODUCT AND SERVICE SPECIFIC TERMS**

Each Client shall review any applicable attached appendices for specific terms that apply to any purchased or licensed Products or Services. In the event of conflict between Sections 1 through 15 of these Terms and the Product and Service specific terms included as appendices, the terms of the appendices shall prevail.

- Appendix A: Standard Media Terms

- Appendix B: Content Services Terms
- Appendix C: GlobalSpec Catalyst Terms

## **15. MISCELLANEOUS**

**15.1 Assignment.** Any rights or obligations hereunder may not be transferred or assigned by Client without the prior written consent of GlobalSpec. GlobalSpec reserves the right to assign any or all of its obligations to third parties or to use third parties to meet its obligations hereunder (e.g., without limitation, by using a network of third party sites for ad placement, by using a third party ad server, etc.).

**15.2 Updates.** GlobalSpec reserves the right to update these Terms from time to time without notice to the Client.

**15.3 Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the United States of America and the State of New York, without regard to conflict of laws principles.

**15.4 Forum.** The parties agree that any action, proceeding, controversy or claim between them arising out of or relating to this Agreement (collectively, an “Action”) shall be brought only in the United States District Court for the Southern District of New York (Manhattan) or, if federal jurisdiction is not available, in a court of competent jurisdiction in the County and State of New York. Each party hereby submits to the personal jurisdiction and venue of such courts and waives any objection on the grounds of venue, forum non-conveniens or any similar grounds with respect to any Action.

**15.5 Additional Terms.** This Agreement constitutes the entire agreement between the parties hereto and shall supersede any and all prior or contemporaneous written or oral promises or representations. No amendments to or modifications of any Order shall be binding upon either party unless in writing signed by both parties. The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any subsequent breach or default or as a waiver of any such rights or provisions hereunder. If any part of this Agreement shall be held to be invalid or unenforceable under applicable law, a court of competent jurisdiction shall substitute a modified provision which carries out as nearly as possible the original intent of the parties, without in any way affecting the remaining parts of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument. Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof. In the event of conflict between the terms and conditions of these Terms and the terms and conditions contained in an Order, the terms and conditions of the Order shall prevail.



**APPENDIX A**  
**STANDARD MEDIA TERMS**

The terms of this appendix apply to an Order for media Products or Services when the Order includes one of the following products or services:

- Native Advertising
- Display Advertising
- E-Newsletter Advertising
- On-line Recruitment Advertising
- Print Advertising
- Webinar
- Product Discovery Program (Catalog)
- Banner Ad Network
- Audience+
- Custom Mail Products
  - Direct Mail
  - List Rental
  - Co-branded Email

**1. PRODUCT AND SERVICE SPECIFIC TERMS**

**1.1 GlobalSpec Ad Network and other CPM-Priced Banners**

This paragraph only applies to the Clients purchasing any cost per thousand impressions (“CPM” based advertising programs, such as banner ads and/or the GlobalSpec Ad Network. In the case of under-delivery by GlobalSpec of any CPM or impressions-based advertising (e.g., banner advertisements on GlobalSpec.com or on the GlobalSpec Ad Network), GlobalSpec’s sole liability, shall be to provide addition Products or Services to compensate for missed impressions or days. Total banner campaign charges will be based on reporting provided to GlobalSpec from Google Ad Manager system on the number of impressions served (or such other similar reporting systems of or used by GlobalSpec in its discretion from time to time). The Client will supply GlobalSpec with creative materials at least two weeks prior to the campaign start date, as specified in the applicable Order, to facilitate a timely campaign launch. For purchasers of the GlobalSpec Ad Network bundle, GlobalSpec reserves the right to assign contracted impressions across the banner sizes in the bundle, as appropriate, and does not guarantee a uniform impression distribution across sizes.

**1.2 Competitive Cross Reference Program**

This paragraph only applies to the Clients purchasing the Competitive Cross Reference Program. As part of the Competitive Cross Reference Program the Client will sponsor the cross reference feature on Datasheets360. The Clients may use the supplied cross reference widget banner on their own sites, or in the advertising campaigns, the Client is specifically prohibited from using the data or the widget for its own internal use or benefit.

**1.3 Contact Delivery Program**

This paragraph only applies to the Clients purchasing Contact Delivery Program. GlobalSpec will use any available advertising placements to deliver a guaranteed amount of contacts (“Guaranteed Contacts”) within the specified timeframe to the Client. Such advertising placements may include, but are not limited to, newsletters and product alerts. No restrictions may be placed on demographics or any other characteristics by the Client and the Client cannot exclude any of the contacts from the final contact list delivered by GlobalSpec. The Client will not know when and where the advertising placements will appear. The Client will be required to specify the start date for the Contact Delivery Program and the expected finish date. However, if the Guaranteed Contacts are delivered before the specified finish date, GlobalSpec will not be required to provide any discounts or refunds to the Client. If the Guaranteed Contacts are not delivered by the specified finish date, the GlobalSpec will refund a pro-rated amount to the Client. The Client agrees to supply to GlobalSpec all Licensed Materials required for the Contact Delivery. Should the Client fail to provide the Licensed Materials in a timely manner, GlobalSpec shall not be held responsible for any delays resulting from the late delivery of the Licensed Materials by the Client. If the delivery of the Licensed Materials to GlobalSpec is materially delayed by the Client, GlobalSpec may require an amendment to the Order to adjust fees, services, and due dates accordingly.

## **2. LICENSE, AUTHORIZED USE AND INTELLECTUAL PROPERTY RIGHTS**

**2.1** Subject to the terms and conditions of this Agreement, the Client hereby grants to GlobalSpec, a worldwide, limited, non-exclusive, non-transferable, royalty-free license to: (i) promote, market, reproduce (including compression and temporary storage), distribute, transmit, display, perform, download, cache, store on their servers, and otherwise use the Client’s listings and submissions, and any portion thereof, including, without limitation, the Client’s trademarks, trade names, service marks and logos set forth therein, or as otherwise specified in writing by the Client (collectively the “Client Marks”), solely to display and provide the Client’s listings and links in accordance with this Agreement including, but not limited to, the GlobalSpec Ad Network and GlobalSpec site banner products; and (ii) incorporate in GlobalSpec’s and its network partners’ sites links provided by the Client as part of its listings and submissions. GlobalSpec reserves the right (but not the obligation) to keep the Client product content and datasheets available on the GlobalSpec sites after the term. The Client acknowledges that GlobalSpec operates an advertising network which includes third party sites not owned or controlled by GlobalSpec. If the Client elects, and to the extent the Client has elected to participate in advertisements via this ad network, then the Client hereby grants this same license to be applicable to any such third party sites, to the extent required for GlobalSpec to fulfill its obligations hereunder and under the insertion order. The Client certifies that it has all necessary rights and permissions to offer, sell and/or license such products and services through the advertisements and the Client's website. The Client certifies that all the Licensed Content, advertisements and the Client's website will at all times comply with all standard, written policies applicable to the GlobalSpec websites, including the privacy policies and terms of use. The Client shall not use, display or modify GlobalSpec's trademarks in any manner without the prior written consent of GlobalSpec.

**2.2** The Advertising inventory provided by GlobalSpec to the Client is for the Client’s own use and may not be sold, traded, exchanged or otherwise transferred by the Client, nor used by the Client for the benefit of any third party, without GlobalSpec’s express written permission

and without such third party agreeing to be bound by the terms of this agreement.

**2.3** GlobalSpec shall own all information relating to user access to GlobalSpec's site, including, but not limited to, all Personal Information, demographics and usage information gathered therefrom. GlobalSpec retains complete editorial discretion with respect to all listings and links, including, without limitation, regarding their selection, placement, and descriptions. GlobalSpec reserves the right to redesign its websites, Licensed Content, and terms and conditions of this Agreement at any time in its sole discretion. If and to the extent any such redesign has a material adverse impact on any expressly committed advertisements, or if GlobalSpec is otherwise unable to provide the advertisements (other than expressly excused hereunder), then, as the Client's sole remedy, GlobalSpec will provide comparable placements elsewhere on the GlobalSpec websites.

## **APPENDIX B**

### **CONTENT SERVICES TERMS**

The terms of this appendix apply when the applicable Order includes content writing services in connection with any GlobalSpec custom content, which is defined as GlobalSpec writing bespoke content for articles or digital publications, videos, podcasts or webinars on behalf of a Client.

#### **1. TIMELINE AND CLIENT DELIVERABLES**

##### **1. Timeline, Client Deliverables and Fees**

**1.1** Client agrees to pay an initial deposit as outlined in the order form. The remainder of the content fee will be invoiced upon final delivery of the content product. (For example, if the Client purchases a Sponsored Story with a fee of \$5,000, Client will pay \$2,500 upon signing the order sheet and \$2,500 upon receipt of the final Sponsored Story.)

**1.2** The parties will use commercially reasonable efforts to adopt within twenty (20) days after the signing of this Agreement a mutually agreeable timeline for development and launch/distribution of any custom content components and/or for Client's delivery of any advertising materials, program materials or other materials that are part of content services. If Client fails to deliver such materials to GlobalSpec by the scheduled material deadlines, GlobalSpec cannot be held accountable for late execution on program deliverables.

**1.3** Client acknowledges and agrees that delays by Client in approving draft content or any other non-final deliverables may result in delays in GlobalSpec's delivery of the content or Program components. Any project delays caused by Client's failure to respond to GlobalSpec will not delay billing for work performed. If Client wishes to change deadlines, Client must submit a Change Order request via email with details on the new requested deadline. GlobalSpec cannot guarantee that it will be able to accommodate any requests to change deadlines. If GlobalSpec agrees to change one or more deadline, it will include in the Change Order additional fees based on the amount of additional resources required to meet Client's modified timeline.

#### **2. CONTENT, CHANGES AND APPROVAL**

The Program may use (i) Licensed Content, (ii) content already-published by GlobalSpec in various GlobalSpec publications ("GlobalSpec Materials), and (iii) original GlobalSpec created content (which may be based on Licensed Content), as specified by the parties in the Agreement. Client represents and warrants that it (i) owns or has obtained all rights in the materials, data and any other information necessary to allow GlobalSpec to use such Licensed Content, and (ii) GlobalSpec will not violate any intellectual property rights or other rights of a third party by using the Licensed Content.

**2.1 Sponsored Content Sponsorships.** With respect to any program component that constitutes the Client's content sponsorship published on an GlobalSpec editorial product or website, GlobalSpec shall be responsible for providing or arranging for the provision of all content for such product or event, except for any Client contribution provided as part of such sponsorship package, as described in Appendix A. GlobalSpec shall have sole right of approval with respect to the content of such editorial products/events.

**2.2 Content Marketing Products/Services.** Except for GlobalSpec Materials or as provided within Client will be given the opportunity to respond to the design and content of the program components. GlobalSpec will make reasonable efforts to incorporate feedback received from the Client. However, once GlobalSpec has provided Client with initial versions of a program component, GlobalSpec will incorporate no more than two (2) rounds of Client changes to such program component. Client agrees to pay additional charges (the “Additional Charges”) for further changes, unless GlobalSpec determines in its discretion that such changes are necessary. Design and content issues must be mutually approved by GlobalSpec and Client. If Client does not respond within the time specified in the timeline for the project or seeks more than two (2) rounds of changes without agreeing to Additional Charges, Client will be deemed to have approved such program component and will be billed for any amounts payable under the applicable Order.

**2.3 Client Provide Materials.** Client agrees to supply GlobalSpec with required technical materials needed to produce content and to identify individuals who will be interviewed for the specified content creation. If materials and contacts are not supplied, the content will not be produced by GlobalSpec and the Agreement will be terminated. In case of termination, Client will incur a cancellation fee as noted in the applicable Order.

### **3. PROPRIETARY RIGHTS/ LICENSES**

**3.1 Client License to GlobalSpec.** Client grants to GlobalSpec a royalty-free, worldwide and perpetual right and license to (i) use, publish, perform, display, prepare derivative works of, transmit, and otherwise distribute and disclose in connection with the program all Client Materials and any Client logos or marks, if any, contained in Client Materials or otherwise provided by Client; and (ii) link to Client's Website(s), if such link(s) are part of the program; and (iii) both during and after the Term to display the program components, including Client Materials and Client logos or marks contained in such Client Materials.

**3.2 GlobalSpec License to Client.** GlobalSpec grants to Client a royalty-free, worldwide and perpetual right and license to (i) use, publish, perform display, prepare derivative works of, transmit, and otherwise distribute and disclose in connection with the program, all of the program related materials, information and content described in Section 2 of this Appendix B.

**3.3 Lead-Generation.** If a lead generation component is part of the program, then subject to all the terms and conditions of this Agreement and applicable privacy laws, GlobalSpec will at a mutually agreed upon time deliver to Client, or provide Client with access to, information of each person who has signed up for a Client asset, including but not limited to on-demand Webinars and whitepapers, for applicable program components (“Lead(s)” and, collectively, the “Lead List”). For clarity, Client shall only receive the Lead List and does not, and will not, receive a copy of the program registration list or any registration list for a Website that may be a portion of the program. Unless otherwise specified herein, such Contacts with respect to any Webcasts or other online video or audio broadcasts shall include both live and on-demand Leads. Client represents and warrants to GlobalSpec that it will not sell or otherwise provide the Lead List, in whole or in part, to any third party, but instead shall use the Lead List solely for Client's own educational and self-promotional purposes; provided that such permitted use shall include Client's use of third-party marketing companies or other agents to accomplish such purposes as long as those companies agree to use the Lead List solely for the benefit of Client. Notwithstanding the foregoing, once Client has established its own independent business

relationship with the persons on the Lead List in accordance with applicable privacy laws concerning products/services that are not jointly produced/presented with GlobalSpec, Client may use the information contained on the Lead List; provided that Client may not identify GlobalSpec as the source of such information.

**3.4 GlobalSpec IP Ownership.** As between GlobalSpec and Client, GlobalSpec will own all rights, including intellectual property rights, in (i) the materials, content, and information created or otherwise produced by or for GlobalSpec in connection with the program, including any Website or microsite URL (collectively the “Site”), and (ii) all Site content (excluding Client Materials and Client logos or marks contained therein). Except as may otherwise be provided in Section 2.1 of this Appendix B, Client shall not, by virtue of this Agreement or otherwise, gain any right, title, or interest in or to the Site or Site content. Following the expiration or early termination of this Agreement, GlobalSpec shall be entitled to continue to run the Site and use the Site content (excluding the Client Materials and Client logos or marks contained therein) on its own behalf or on behalf of another client.

## APPENDIX C

### GLOBALSPEC CATALYST TERMS

The terms of this appendix apply when the applicable Order includes a subscription to the GlobalSpec Catalyst platform (“GlobalSpec Catalyst”).

#### 1. PROHIBITED USES

**1.1** The Client’s GlobalSpec Catalyst account may not be used for any of the following prohibited uses:

- a) Sending unsolicited email messages or materials to a large number of individuals, commonly known as spam;
- b) Removing the opt-out option that is automatically appended to each message sent through GlobalSpec Catalyst;
- c) Sending messages or materials to individuals who have not opted-in to receiving such messages;
- d) Sending messages or materials to individuals who have opted-out of receiving messages from the Client;
- e) Sending any abusive, offensive, unlawful, profane, obscene, defamatory, inflammatory, or unethical messages or materials;
- f) Sending messages or materials that could be construed as harassment or disparagement of others based on gender, race, sexual orientation, age, national origin, disability, gender identity, political affiliation, or religion or any other area or activity prohibited by law;
- g) Concealing or misrepresenting the Client’s name or affiliation or sending other false or misrepresentative content;
- h) Engaging in conduct that is intended to or likely to cause harm to any person or property (including technology) in any way;
- i) Failing to take reasonable efforts to protect the Client’s GlobalSpec Catalyst account; or
- j) Sending any messages or material which may damage the image and reputation of GlobalSpec.

**1.2** If the Client’s account has been used for any of the prohibited purposes listed in Section 1.1 above, GlobalSpec may suspend or terminate the Client’s GlobalSpec Catalyst account in its sole discretion. In such event, the Client’s sole remedy shall be a pro-rata refund of any prepaid fees.

**1.3** In the event that the Client sends three (3) consecutive emails through GlobalSpec Catalyst with deliverability rates lower than 85%, GlobalSpec reserves the right to suspend the Client’s access to GlobalSpec Catalyst. GlobalSpec shall reinstate the Client’s access to GlobalSpec Catalyst when the Client, to GlobalSpec’s reasonable

satisfaction, has taken appropriate steps to ensure the quality of its email list has improved.

## **2. CLIENT DATA**

The Client may provide data to GlobalSpec for the Client's use in GlobalSpec Catalyst ("Client Data"). To the extent the Client provides Client Data to GlobalSpec, the Client represents and warrants that the Client is the owner of the Client Data and that Client has obtained all Client Data in accordance with all applicable data privacy laws. The Client shall be solely responsible for all Client data. The Client agrees that, upon request from GlobalSpec, the Client shall provide GlobalSpec information sufficient to demonstrate the Client's ownership of Client Data, the completeness of the collection process used to obtain Client Data, or any other reasonable information requested including, but not be limited to, a list of all opt-in details which will include the sources of the addresses, the date and method by which consent was obtained, the method used for the recipient opt-in, and details surrounding the process used. For purposes of providing the GlobalSpec Catalyst services, the Client understands and agrees that GlobalSpec may be operating as a data processor on behalf of the Client and specifically grants GlobalSpec the right and authority to engage in such services. GlobalSpec reserves the right not to process any Client Data for which Client cannot demonstrate compliance or if GlobalSpec, in its sole discretion, feels processing of such data is not in compliance with any applicable data privacy law.

## **3. LIMITATIONS ON USE**

The Client understands that messages sent through GlobalSpec Catalyst may not appear in the same format as which they were produced in the GlobalSpec Catalyst production environment. In addition, the Client understands that the transmission of messages sent through GlobalSpec Catalyst may be delayed or fail.. It is understood that the delivery of messages may involve transmissions over various networks. The message may be reformatted to conform to product technical requirements to comply with applicable networks. GlobalSpec shall not be liable for any damages or liabilities arising out of the limitations on the use of GlobalSpec Catalyst specified in this Section 3.

## **4. SUBSCRIPTION TERM AND RENEWALS**

GlobalSpec Catalyst is offered on an annual subscription basis only. The subscription for GlobalSpec Catalyst will automatically renew for subsequent one year terms (each a "Renewal Term") at the end of the subscription period unless written notification is received by GlobalSpec sixty (60) days prior to the end of the subscription period (i.e. the end date specified for GlobalSpec Catalyst in the Order or any anniversary thereof).