

Professional Services Agreement

THIS PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") GOVERNS OUR PROVISION OF PROFESSIONAL SERVICES (AS DEFINED BELOW) TO YOU.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A STATEMENT OF WORK (AS DEFINED BELOW) WITH US, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT OBTAIN PROFESSIONAL SERVICES FROM US.

This Agreement was last updated on December 11, 2015. It is effective between You and Us as of the date of You accepting this Agreement.

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Professional Services" shall mean work performed by Us for You pursuant to a Statement of Work under this Agreement.

"Statement of Work" shall mean Our standard form for ordering Professional Services, which has been completed and executed by You and accepted by Us, and which specifies the scope and schedule of Professional Services to be performed by Us for You and the applicable fees. Each Statement of Work entered into hereunder shall be governed by the terms of this Agreement.

"We", "Us", or "Our" means SteelBrick Holdings, Inc.

"You" or "Your" means the company or other legal entity for which You are accepting this Agreement, and Affiliates of that company or entity.

2. ORDERING, CHARGES, PAYMENT, TAXES

2.1 Who May Order. You or Your Affiliate may obtain Professional Services from Us by signing a Statement of Work hereunder. You represent and warrant that any of Your Affiliates who purchases Professional Services shall perform its obligations in accordance with these terms and conditions and the relevant Statement of Work.

2.2 Fees for Professional Services. Unless otherwise expressly stated in the applicable Statement of Work, Professional Services shall be provided on a time and materials ("T&M") basis at Our T&M rates in effect at the time the Professional Services are performed. On a T&M engagement, if an estimated total amount is stated in the applicable Statement of Work, that amount is solely a good faith estimate for Your budgeting and Our resource scheduling purposes and not a guarantee that the work will be completed for that amount; the actual amount may be higher or lower. If the estimated amount is expended, We will continue to provide Professional Services on a T&M basis under the same rates and terms, provided however that We shall not perform such additional work or any work performed in excess of any estimated "cap", if any, identified in the Statement of Work or in Your purchase order unless and until You have properly authorized Us to do so.

2.3 Incidental Expenses. You shall reimburse Us for material(s) and reasonable travel, administrative, and out-of-pocket expenses incurred in conjunction with the Professional Services.

2.4 Invoicing and Payment. We shall invoice You for Professional Services monthly, unless otherwise expressly stated in the applicable Statement of Work. Charges shall be due and payable thirty (30) days from the date of the invoice and shall be deemed overdue if unpaid thereafter.

2.5 Taxes. Charges for Professional Services hereunder do not include any federal, state, local or foreign taxes, duties or levies of any nature ("Taxes"). Any Taxes required to be paid by Us as a result of the Professional Services rendered hereunder (other than Taxes based on Our income) shall be billed to and paid by You.

2.6 Failure to Make Payment. Notwithstanding anything herein to the contrary, if You fail to make payment on any due date, We shall have the right to (a) apply late interest on those overdue amounts at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid and/or (b) suspend Professional Services hereunder until such amounts are paid in full. If such failure to make payment has not been cured within thirty

(30) days of the due date, upon written notice, we shall have the right to terminate any or all outstanding Statements of Work hereunder.

3. CONTRACT PROPERTY

3.1 Contract Property. We hereby grant You a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to use for Your internal business purposes only anything delivered by Us to You in conjunction with the Professional Services ("Contract Property"). We shall retain all ownership rights to the Contract Property.

3.2 Relationship to Online Service. The Professional Services provided under this Agreement may be in support of Your subscriptions to the Services defined in and governed by the Master Subscription Terms and Conditions and applicable Order Form(s) thereto. Neither these terms and conditions nor any Statement of Work hereunder grants You any license or rights to use the Services.

4. TERM AND TERMINATION

4.1 Term. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with this Section 4.

4.2 Termination for Convenience. A. You may terminate this Agreement and/or any Statement of Work hereunder at any time for convenience by providing Us five (5) business days prior written notice, except for Statements of Work that are billed in advance or that otherwise expressly do not permit cancellation or termination for convenience. If You terminate a Statement of Work for convenience prior to its completion, then (i) We will stop work under the Statement of Work promptly upon notification; and (ii) You will be billed for (A) in the case of a T&M Statement of Work, the planned hours under that Statement of Work during such notice period; or (B) in the case of a fixed fee Statement of Work, a prorated amount corresponding to the planned work during such notice period. Because We cannot guarantee continuity of resources should You desire to restart work under a Statement of Work after having given notice of termination for convenience thereof, such restarting of work may involve additional billable hours and effort for information transfer, project re-planning, and other reasonable restart activities.

B. We may terminate this Agreement at any time for convenience by providing You five (5) business days prior written notice; provided, however, that any Statement of Work outstanding at the time of such a termination by Us shall continue to be governed by this Agreement as if it had not been terminated. In addition, We may terminate a Statement of Work for convenience with five (5) business days prior written notice if You have not authorized work to begin under such Statement of Work within thirty (30) calendar days of its effective date.

4.3 Termination for Material Breach or Insolvency. Either party may terminate this Agreement and/or any Statement of Work hereunder if the other party is in material breach of this Agreement or such Statement of Work and has not cured such breach within thirty (30) days of written notice specifying the breach. Consent to extend the cure period shall not be unreasonably withheld, so long as the breaching party has commenced cure during the thirty (30) day period and is pursuing such cure diligently and in good faith. In addition, either party may terminate this Agreement and all Statements of Work hereunder immediately upon written notice if the other party enters into insolvency or bankruptcy proceedings of any sort.

4.4 Effect of Termination. Termination of this Agreement and/or any Statement of Work hereunder shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve You of Your obligation to pay all fees and expenses accruing prior to such termination. The parties' rights and obligations under Sections 4, 5, and 6 (to the extent appropriate) shall survive termination of this Agreement and/or any Statement of Work hereunder.

5. INDEMNITY, WARRANTY, WARRANTY REMEDY, AND LIMITATION OF LIABILITY

5.1 Indemnity.

A. Each party ("Provider") shall defend, the other party ("Recipient") against any claim that any information, design, specification, instruction, software, data or material furnished by the Provider hereunder ("Material") infringes a copyright or patent of a third party, and will indemnify and hold harmless the Recipient from and against damages finally awarded against, and for reasonable attorney's fees incurred by, Recipient in connection with any such claim that are specifically attributable to such claim, or those costs and damages agreed to in a monetary settlement of such action; provided that: (a) Recipient notifies Provider in writing within thirty (30) days of the claim; (b) Provider has sole control of the defense and all related settlement negotiations; and (c) Recipient provides Provider with the assistance, information and authority reasonably necessary to perform the above. Provider shall reimburse Recipient for its reasonable out-of-pocket expenses incurred in providing such assistance.

B. Provider shall have no liability for any claim of infringement or misappropriation to the extent that (a) the Material is based on specifications provided by Recipient, or (b) such claim is based upon Recipient's use of a superseded or altered version of some or all of the Material if infringement or misappropriation would have been avoided by the use of a subsequent or unaltered release of the Material which was provided to Recipient.

C. In the event that some or all of the Material is held or is reasonably believed by Provider to infringe or misappropriate the intellectual property rights of a third party, Provider shall have the option, at its expense, to (a) modify the Material so it no longer infringes or misappropriates; (b) obtain for Recipient a license to continue using the Material; or (c) require return of the affected Material and all

rights thereto from Recipient. If We are the Provider, then You may, upon thirty (30) days prior written notice to Us, terminate the relevant Statement of Work, in which case You shall be entitled to recover the fees paid for that portion of the Material. If You are the Provider and such return materially affects Our ability to meet Our obligations under the relevant Statement of Work, then We may, upon thirty (30) days prior written notice to You, terminate such Statement of Work, in which case You shall pay Us for Professional Services rendered through the date of termination on a T&M or percent of completion basis as appropriate.

5.2 Warranty and Disclaimers.

A. We warrant that the Professional Services will be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards.

B. You must report any deficiencies in the Professional Services to Us in writing within ninety (90) days of performance of such services in order to receive warranty remedies.

C. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, UNINTERRUPTED OR ERROR FREE DELIVERABLES, AND ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

5.3 Warranty Remedy. For any breach of the warranty in Section 5.2, Your exclusive remedy, and Our entire liability, shall be the re-performance of the Professional Services. If We are unable to re-perform the Professional Services as warranted, You shall be entitled to recover the fees paid to Us for the deficient Professional Services.

5.4 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, RELIANCE OR COVER DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, OR OTHER ECONOMIC ADVANTAGE INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 5.1 HEREOF, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES HEREUNDER SHALL EXCEED THE TOTAL AMOUNT OF FEES PAID AND/OR DUE BY YOU UNDER THE APPLICABLE STATEMENT OF WORK.

6. GENERAL

6.1 Cooperation; Delays.

A. Each party agrees to cooperate reasonably and in good faith with the other in the performance of the Professional Services and acknowledges that delays may otherwise result. You agree to provide, or provide access to, the following: office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, complete and accurate information and data from Your employees and agents, continuous administrative access to Your Services and other dependent accounts, coordination of onsite, online and telephonic meetings, and other resources as reasonably necessary for satisfactory and timely performance of the Professional Services.

B. You are also responsible for the following: (i) assigning a dedicated internal project manager for each Statement of Work to serve as a single point of contact for Us; (ii) defining and maintaining Your business objectives and requirements that will guide Your use of the Services; (iii) reviewing deliverables for conformance with relevant requirements; (iv) training Your users generally in the use of the Services; and (v) administering the Services generally for Your own internal business purposes.

C. Each party agrees its respective employees and agents will reasonably and in good faith cooperate with each other in a professional and courteous manner in the performance of their duties under this Agreement. Either party may suspend performance hereunder immediately upon written notice should the other party's employees or agents fail to act accordingly.

D. Except where the relevant Statement of Work provides otherwise, scheduling of Our resources must be agreed to no later than ten (10) business days prior to the date work is scheduled to begin. Subsequent scheduling changes requested by You may result in additional fees. Delays caused by You under a Statement of Work to which We have dedicated resources and begun work will be billed to You as follows: (i) offsite planned resources will be billed at 50% of the planned hours during the period of the delay; and (ii) onsite planned resources will be billed at 100% of the planned hours during the period of the delay (maximum of 8 hours per business day). Delays caused by You that exceed ten (10) business days shall entitle Us to terminate the relevant Statement of Work for cause immediately upon written notice.

6.2 Confidentiality. "Confidential Information" shall mean all confidential or proprietary information disclosed orally or in writing by one party to the other that (i) if disclosed in tangible form, is conspicuously marked as "Confidential", and (ii) if disclosed in non-tangible form, is identified as confidential at the time of disclosure and summarized in tangible form conspicuously marked "Confidential" within 30 days of the original disclosure. Confidential Information shall not include information which: (a) is or becomes a part of the public domain without breach of any confidentiality obligations owed to the disclosing party; (b) was in the receiving party's lawful possession prior to the disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure or any breach of

confidence; (d) is independently developed by the receiving party; or (e) is required to be disclosed by law. Each party agrees not to use or disclose the other party's Confidential Information other than in connection with performance of obligations hereunder.

6.3 Acceptance.

A. Upon completion of each deliverable under a Statement of Work, We will provide a complete copy thereof to You and, upon request, demonstrate to You its functionality in conformance with the relevant specifications. You are responsible for conducting any additional review or testing of such deliverable pursuant to any applicable acceptance criteria or test suites agreed upon by the parties for such deliverable.

B. If You, in Your reasonable and good faith judgment, determine that any submitted deliverable does not meet the applicable functional requirements set forth for such deliverable in the relevant Statement of Work, You must notify Us within ten (10) business days after Our submission of the deliverable to give written notice to Us specifying any deficiencies in detail. Each deliverable shall be deemed accepted by You unless notice is provided to Us within ten (10) business days after Our submission of the deliverable. We shall use commercially reasonable efforts to promptly cure any such deficiencies within twenty (20) business days of such notice and then resubmit the deliverable for further review and acceptance testing in the same manner. Should any deliverable fail to satisfy the applicable functional requirements after the second resubmission of such deliverable to You, You may (i) again reject the deliverable and return it to Us for further cure and resubmission; or (ii) terminate the relevant Statement of Work for cause immediately upon written notice and recover all Professional Services fees associated with such deficient deliverable. Notwithstanding the foregoing, in the event the applicable functional requirements as stated in the Statement of Work are subsequently determined by the parties to be inappropriate or to require modification due to changed circumstances, incorrect assumptions or other reasons at the time of actual delivery and testing of a deliverable, the parties shall cooperate in good faith to appropriately modify such requirements.

C. You shall provide Us a written acceptance of each deliverable promptly upon acceptance. Failure to reject a deliverable within the applicable acceptance period shall be deemed acceptance of such deliverable.

6.4 Changes to Scope. Any changes to the scope of work under a Statement of Work shall be made by written change order or amendment to the Statement of Work signed by an authorized representative of each party prior to implementation of such changes.

6.5 Subcontractors. We may, in Our reasonable discretion, use third party contractors inside or outside the United States, to perform any of Our obligations hereunder, including but not limited to migration of Your data.

6.6 Notices. Except as otherwise specified in this Agreement, all notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery, (b) the second business day after mailing, (c) the second business day after sending by confirmed facsimile, or (d) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to You shall be addressed to the project manager designated by You, and in the case of billing-related notices, to the relevant billing contact designated by You.

6.7 Governing Law and Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed exclusively by the substantive and procedural laws of the State of California, without regard to its conflicts of laws rules. The state and federal courts located in Santa Clara County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction and venue of such courts. The Uniform Computer Information Transactions Act does not apply to this Agreement or to services provided under it. *Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.*

6.8 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Each party shall be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes. Each party shall maintain appropriate worker's compensation and general liability insurance for its employees.

6.9 Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either party's intellectual property rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

6.10 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

6.11 Entire Agreement. This Agreement, including each Statement of Work hereunder, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment, or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Statement of Work, the terms of

such Statement of Work shall prevail with respect to the Professional Services provided or to be provided under that Statement of Work. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Statements of Work) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.