

Confidential

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into by and between AppDynamics LLC on behalf of itself and its affiliates ("Client") and Robertson Marketing Group, Inc. on behalf of itself and its affiliates ("RMG"). As used in this Agreement, "Party" means either Client or RMG, as appropriate, and "Parties" means Client and RMG. This Agreement sets forth the terms and conditions under which RMG will provide, and Client will purchase, certain customer order, print-on-demand, ecommerce, fulfillment and related services in connection with the use, sale or distribution of branded and other products. This signature page and Schedules A, B, C, D and E constitute the entire agreement between the Parties regarding the subject matter of this Agreement and supersede all prior or contemporaneous understandings and agreements relating to such subject matter.

Except as otherwise provided in this Agreement, any notice required or permitted to be delivered by one Party to the other Party under or in connection with this Agreement will be deemed given on the date specified for delivery if sent via overnight service by an internationally recognized courier to the attention of the individual(s) and at the address(es) indicated below:

If AppDynamics LLC is the Client, to:
AppDynamics LLC
303 Second Street
8th Floor, North Tower
San Francisco, California 94107
U.S.A.
Attention: Legal

If AppDynamics International Ltd is the Client, to:
AppDynamics International Ltd
Building 10, 9-11 New Square
Bedfont Lakes
Feltham, United Kingdom, TW14 8HA
Attention: Legal

If to RMG, to:
Robertson Marketing Group, Inc.
359 Kessler Mill Road
Salem, Virginia 24153
U.S.A.
Attention: David Robertson

With a copy to:
Glenn Feldmann Darby & Goodlatte
37 Campbell Avenue, S.W.
Roanoke, Virginia 24011
U.S.A.
Attention: David Tenzer, Esq.

The individuals and addresses for receipt of notice for a Party may be changed by such Party by providing notice to the other Party of such change to the individuals and addresses then in effect pursuant to the notice provisions above.

This Agreement is effective on: September 21, 2020 (the "Effective Date").

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

AppDynamics LLC (Client)

DocuSigned by:
By: George Karamanos
EADD3AC1FF6B486
Printed Name: George Karamanos
Title: General Counsel

Robertson Marketing Group, Inc. (RMG)

DocuSigned by:
By: John Robertson
1C23FD9F312548D
Printed Name: John Robertson
Title: President

SCHEDULE A TERMS AND CONDITIONS

1. DEFINITIONS

Certain capitalized terms used in this Agreement shall have the meanings given to them in Schedule B. Other capitalized terms used in this Agreement are defined in the context in which they are used and shall have the meanings there indicated.

2. SERVICES; PARTICIPATION AGREEMENTS

(a) RMG will provide to Client, as an independent contractor to Client, the services described in Schedule C ("Services").

(b) The parties agree that if RMG is providing Services within North, South or Central America, AppDynamics LLC, having its principal place of business at 303 Second Street, North Tower, 8th Floor, San Francisco, 94107 USA, will be deemed the contracting party of behalf of Client. If RMG is providing Services outside of North, South or Central America, AppDynamics International Ltd, a company registered in England and Wales under company number 09004916, whose registered address is 150 Aldersgate Street, London, EC1A 4AB, United Kingdom will be deemed the contracting party on behalf of Client.

3. RESOURCES AND SUBCONTRACTORS

3.1 Resources

(a) Except as otherwise provided in Schedule C, RMG will provide the Services in the facilities and with the personnel, materials, software, systems, and other resources designated and provided by RMG.

(b) Unless expressly agreed otherwise in writing by the Parties, Services will be provided during normal working hours during Business Days for particular Services.

(c) Each Party shall cause its personnel and contractors to comply with the security, confidentiality, and safety policies for the other Party's facilities while at such facilities. Each Party shall identify to the other Party any personnel or contractors that it intends to send to the other Party's facilities with 14 days written notice in advance of their arrival at such facilities. Each Party may restrict access to its facilities to any individual or

entity in its sole discretion. In order to perform the Services under this Agreement, RMG acknowledges that no personnel or contractors are required to be on Client's facilities.

3.2 Subcontractors

(a) RMG may subcontract the performance of Services. If Client expresses concerns to RMG about a subcontractor, RMG will work in good faith to resolve Client's concerns on a mutually acceptable basis.

(b) RMG will remain responsible for Services performed by its subcontractors and, unless otherwise agreed in writing by the Parties, RMG will be Client's sole point of contact regarding the Services, including with respect to payment.

4. CLIENT SUPPORT

(a) Client shall cooperate with RMG by, among other things, providing, as reasonably requested by RMG or as set forth in the applicable Statement of Work, information, management decisions, access to systems and data (that may be subject to an additional confidentiality agreement provided by Client), and other support so that RMG may accomplish its obligations under this Agreement.

(b) Client shall designate in writing one or more of its employees to serve as Client's points of contact with respect to Client's activities under this Agreement (each such employee a "Client Contact"). RMG shall designate in writing one of its employees to serve as RMG's points of contact with respect to RMG's activities under this Agreement ("RMG Contact").

5. CHARGES AND TAXES

5.1 Charges

(a) The charges for the Services shall be those set forth in this Section 5, in the applicable order form, and those other charges agreed between the Parties in writing as set forth in the applicable Statement of Work.

(b) Products requested by Client with budget codes ("Codes") (an "Employee Transaction"), will be deemed Products purchased by Client and will be charged to Client at the currency equivalent

lent of the Codes. Client shall be responsible for providing applicable purchase order for Employee Transaction.

(c) Products requested by Client employees for personal purchase using Codes with employee's personal credits cards will be charged directly to employee and shall not be deemed Products purchases by Client.

(d) In the event of any termination by RMG for Client's uncured material breach or Client's termination pursuant to Section 7.2 of this Agreement, Client shall promptly reimburse RMG for any pre-approved expenses RMG incurs to third parties as a result of such termination, pay for the Services performed up to the date of termination, and purchase and pay for the Products produced by RMG as of the date of termination.

5.2 Taxes

(a) Each Party shall be responsible for any personal property taxes on property that it owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts.

(b) Client shall be responsible for any sales, value-added, and other transaction taxes, including customs duties and processing charges, that are assessed on the provision of the Services as a whole, on any particular Service received by Client from RMG, or on the purchase of any Products from RMG.

(c) RMG shall be responsible for determining, collecting, reporting and paying to the applicable government authorities in the locations where RMG has nexus, the sales, valued-added, and other transaction taxes assessed on purchases of Products by Customers and Client.

6. INVOICING AND PAYMENT

6.1 Invoicing

(a) RMG will submit invoices for Services performed by RMG or Products purchased by Client as agreed upon on the applicable Statement of Work or ordering document.

(b) If requested by Client, RMG shall provide RMG's standard backup reporting with information on Product sales.

6.2 Payment

(a) Client shall pay invoiced amounts in full within 60 days of receipt of invoices by RMG.

(b) Client will notify RMG of any disputed or questioned item on an invoice and the Parties will work together in good faith to resolve the issue.

7. TERM AND TERMINATION

7.1 Term

(a) The term of this Agreement will commence on the Effective Date and will continue unless terminated in accordance with this Agreement (the "Term").

(b) Each Statement of Work, if any, shall set forth the applicable term for the Services provided by RMG.

7.2 Termination

(a) A Party may terminate this Agreement if, after providing 30 days written notice of the other Party's material breach of this Agreement, the breaching Party has not cured the breach. Provided that, if Client terminates this Agreement or any applicable Statement of Work or ordering document as a result of RMG's uncured breach, RMG will refund within 30 days any prepaid fees provided to RMG for the terminated Services.

(b) A Party may terminate this Agreement for any reason or no reason on sixty (60) days written notice. Provided that if RMG terminates this Agreement or any applicable Statement of Work pursuant to this Section, RMG will refund within 30 days any prepaid fees provided to RMG for the terminated Services.

8. INTELLECTUAL PROPERTY; SOFTWARE

8.1 Intellectual Property

(a) Neither Party grants rights to the other Party in its Intellectual Property or Software, except as expressly stated in this Section 8.

(b) Client grants to RMG a non-exclusive, fully paid-up license during the Term to use, copy, display, affix and incorporate Client's Marks in and to the Products and as necessary to perform its obligations under this Agreement, including in connection with any EStores, provided that Client has approved the final version of Client's Marks in each instance.

(c) Client shall have all rights, title and interest in and to, and RMG shall waive all moral rights respecting, the following work product created by RMG for Client pursuant to this Agreement ("Client Work Product"):

(i) The individual text, graphics, Product descriptions and Product images that incorporate Cli-

ent's Marks, excluding any pre-existing RMG materials;

(ii) The designs of customized Products that incorporate Client's Marks, excluding any pre-existing RMG materials; and

(iii) The data in the reports created by RMG for Client during the Term, provided that, and subject to Section 12, RMG shall have an irrevocable, limited, and non-exclusive license to maintain and use such data to meet its legal and regulatory requirements.

(d) Work product and Software created or modified by RMG pursuant to this Agreement, either solely or jointly with Client or third parties, other than Client Work Product, shall not be considered "works made for hire" for Client under United States copyright laws or otherwise. RMG shall have all rights, title and interest in and to any such work product and Software, provided that such work product and Software will not include any Client Work Product or any pre-existing Client materials.

8.2 ACCESS TO ESTORE

(a) RMG grants Client and its authorized employees a limited, non-transferable, exclusive license during the Term to access and use the administrative functionality of any EStores as specified by RMG in the applicable Statement of Work. Such access and use shall only be made by Client's authorized employees and only for the internal business purposes of Client in connection with this Agreement. Client shall not, and shall not permit any third party to (i) access and/or use RMG's computer systems and Software without obtaining the prior written approval of RMG, which shall not be unreasonably withheld or delayed or (ii) reverse engineer, decompile, disassemble, modify, translate, attempt to discover the source code of, misappropriate, or create derivative works of, any Software used by RMG to provide the Services that Client has access to.

(b) Client shall be responsible for safeguarding any account names and passwords provided by RMG to Client and for any activity occurring under such account names and passwords.

9. REPRESENTATIONS, WARRANTIES AND PROMISES

(a) Each Party represents, warrants, and promises to the other Party that it has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement.

(b) RMG represents, warrants, and promises that RMG will perform the Services, in a manner that does not infringe upon the Intellectual Property of any third party.

(c) RMG represents, warrants, and promises that any Products furnished by RMG will not infringe upon the Intellectual Property of any third party.

(d) Client represents, warrants, and promises that its Marks and any Products or materials furnished by Client, when used by RMG as provided by Client to RMG, will not infringe upon the Intellectual Property of any third party.

(e) THE EXPRESS WARRANTIES CONTAINED IN THIS SECTION 9 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. RMG SPECIFICALLY DISCLAIMS ANY WARRANTIES THAT THE SERVICES, OR ANY USE OR OPERATION THEREOF, WILL BE UNINTERRUPTED, VIRUS FREE OR ERROR FREE.

10. LIMITATION OF LIABILITY

(a) IN NO EVENT WILL CLIENT OR RMG BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT.

(b) TOTAL LIABILITY OF CLIENT OR RMG FOR ANY ACT OR OMISSION UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE) SHALL NOT EXCEED \$250,000.

(c) The limitations set forth in Sections 10(a) and 10(b) shall not apply with respect to damages occasioned by a Party's breach of Sections 8.2(a)(ii), 9 and 12 or the indemnification obligations in Section 11.

11. INDEMNIFICATION

(a) RMG will indemnify and hold harmless Client from and against any and all finally determined third party suits, actions, damages, losses, liabilities or expenses (including, without limitation,

reasonable legal fees and expenses) that Client may incur as a result of or in connection with: (i) any claims for, or resulting from, property damage, bodily injury or wrongful death caused by any Products furnished by RMG or by RMG's suppliers or contractors; or (ii) any breach of RMG's representations, warranties or promises in Section 9.

12. CONFIDENTIAL INFORMATION

12.1 Exchange of Confidential Information

Each Party acknowledges and agrees that the Confidential Information received from the Disclosing Party hereunder is considered to be valuable to the Disclosing Party. No license or conveyance of rights held by the Disclosing Party respecting Intellectual Property is granted or implied by the disclosure of Confidential Information.

12.2 Restricted Disclosures

Except as expressly permitted elsewhere in this Agreement, the Receiving Party will, with respect to the Disclosing Party's Confidential Information: (a) use such Confidential Information solely for the purpose of complying with this Agreement and will not disclose such Confidential Information to a third party; (b) protect such Confidential Information from unauthorized disclosure and use with the same degree of care it uses to protect its own similar information, but no less than a reasonable degree of care; and (c) only disclose such Confidential Information to its agents, suppliers, contractors, or subcontractors who have a need to know under this Agreement in order to perform its obligations.

12.3 Permitted Disclosures

(a) The Receiving Party will not be obligated to treat as confidential such information received from the Disclosing Party which: (i) is rightfully known to the Receiving Party prior to its disclosure by the Disclosing Party; (ii) is generally known or easily ascertainable by third parties by legal means; (iii) is released by the Disclosing Party to any other person, firm or entity (including governmental agencies or bureaus) without restriction; (iv) is independently developed by the Receiving Party without reliance on Confidential Information of the Disclosing Party; or (v) is publicly available or lawfully obtained by the Receiving Party from a third party.

(b) The Receiving Party may disclose Confidential Information received hereunder pursuant to applicable law, regulation or court order, provided that the Receiving Party will immediately notify the Disclosing Party, if legally permissible, so that

the Disclosing Party may seek a protective order prior to the disclosure.

12.4 Return or Destruction of Confidential Information

Without limiting other obligations of the Receiving Party under this Agreement, the Receiving Party will promptly destroy or return to the Disclosing Party all Confidential Information (other than this Agreement) of the Disclosing Party in the Receiving Party's possession or control upon the Disclosing Party's written request.

12.5 Data Processing

RMG shall in relation to Data: (a) process the Data in accordance with (i) the EU Data Protection Directive 95/46/EC and/or the EU Directive on Privacy and Electronic Communications 2002/58/EC (as amended); and (ii) the General Data Protection Regulation (2016/679), as applicable, (the "EU Directive"); (b) process the Data only so far as is necessary for the purpose of performing its obligations under this Agreement; (c) not disclose Data or allow access to it other than by RMG personnel or by subcontractors approved by RMG to perform Services, and ensure that such personnel or subcontractors are subject to contractual obligations concerning the Data which are no less rigorous than those imposed on the RMG by this Agreement; (d) where applicable, provide reasonable assistance to Client in order to comply with such obligations as are imposed on Client by the EU Directive; and (e) maintain technical and organizational security measures sufficient to comply with the obligations imposed by the EU Directive.

13. MISCELLANEOUS

13.1 Successors and Assigns

(a) This Agreement will be binding upon and inure to the benefit and be enforceable by the Parties hereto and their respective successors and permitted assigns. Except as provided in Section 13.1(b), this Agreement will not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld.

(b) Subject to Section 3.2, either Party may without the consent of the other Party assign this Agreement, or delegate the performance of all or part of its obligations and duties hereunder, to a majority-owned subsidiary (provided the Party guarantees the subsidiary's performance) or to any successor to all or substantially all of its interest in the business to which this Agreement relates.

13.2 Governing Law; Dispute Resolution

(a) This Agreement is governed by the internal substantive laws of the State of California, without respect to its conflict of laws provisions, when AppDynamics LLC is the contracting party. The Parties expressly agree to submit to the exclusive personal jurisdiction of the state and federal courts sitting in the City of San Francisco in the State of California.

(b) This Agreement is governed by the internal substantive laws of England, without respect to its conflict of laws provisions, when AppDynamics International Ltd is the contracting party and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

13.3 Consents and Approvals

An approval or consent given by a Party under this Agreement will not relieve the other Party from responsibility for complying with the requirements of this Agreement, nor will it be construed as a waiver of any rights under this Agreement, except as and to the extent otherwise expressly provided in such approval or consent. Any consents or approvals to be given by a Party under this Agreement may be given by e-mail.

13.4 Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together will constitute one and the same instrument, and any of the Parties may execute this Agreement by signing any such counterpart.

13.5 Compliance With Laws; Anti-Bribery

(a) In the performance of this Agreement, each Party agrees to comply with all applicable laws, rules, and regulations of duly constituted governmental bodies, and such compliance will be a material requirement of this Agreement.

(b) RMG shall not engage in any activity, practice, or conduct which would constitute an offence under the United States 1976 Foreign Corrupt Practices Acts, as amended, and its successors.

13.6 Severability

In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect. The Parties further agree to replace such illegal,

void or unenforceable provision of this Agreement with a legal, valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such illegal, void or unenforceable provision.

13.7 Waiver

The failure of either Party to enforce any of the provisions of this Agreement will not be construed to be a waiver of such provisions or of its right thereafter to enforce such provision and each and every other provision.

13.8 Force Majeure

Neither party shall not be liable for its failure to perform hereunder to the extent such failure is due to an event beyond its control, including riot, war, fire, flooding, act of God, accident, civil unrest, strikes, outages of the Internet, or unavailability of supplies.

13.9 Survival

Any respective obligations of RMG or Client hereunder which by their nature would continue beyond the termination, cancellation or expiration of this Agreement will survive such termination, cancellation or expiration.

13.10 Modification

Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the Parties hereto.

13.11 Headings

Section headings are included for convenience only and are not to be used to construe or interpret this Agreement.

13.12 No Third Party Beneficiaries

No third party is intended to be and no party will be deemed to be a third party beneficiary of this Agreement or any provision hereof.

SCHEDULE B CERTAIN DEFINITIONS

- (a) "Confidential Information" means, with respect to a Party: (i) written materials or computer data relating to the Party's business, clients, finances, transactions, and strategies; (ii) product specifications and designs, manufacturing materials, processes and methods, production machinery, quality assurance methods, plant layout and design, production scheduling systems and accounting systems; (iii) computer software, including source and object codes, flowcharts, algorithms, record layouts, routines, report formats, data, compilers, assemblers, design concepts, and related documentation, manuals, and other materials whether in human or machine readable form; (iv) customer lists, supplier information, pricing and cost data, and any information that is not generally known to the public; (v) this Agreement and any dispute thereunder; (vi) personally identifiable information of any individual; and (vii) translations, enhancements, corrections, modifications, derivative works, copies, forms, embodiments and additions of and to the foregoing.
- (b) "Business Day" means: (i) with respect to Services provided in the United States, any day that is not a Saturday or Sunday, or any day in which businesses typically close in connection with national holidays such as New Year's Eve, New Year's Day, Thanksgiving Day, Labor Day, Memorial Day, Independence Day, Christmas Eve and Christmas Day; and (ii) with respect to Services provided outside the United States, any day other than a Saturday or Sunday, or any day in which businesses typically close in the location where the Services are delivered or in connection with a national or cultural holiday.
- (c) "Customers" means Client Beneficiaries.
- (d) "Client Beneficiaries" means Client's employees and other persons identified to RMG by Client.
- (e) "Data" means personal data collected and processed by RMG pursuant to this Agreement.
- (f) "EStore" means an ecommerce store or online ordering system deployed by RMG as part of the Services.
- (g) "Including" and its derivatives (such as "include" and "includes") means including without limitation. This term is as defined, whether or not capitalized in this Agreement.
- (h) "Intellectual Property" means Marks, copyrights, trade secrets, patents, patent registration rights, know-how or techniques, rights of publicity, and comparable intellectual property rights arising or enforceable under domestic or foreign laws, or international treaty regime.
- (i) "Marks" means trade names, trademarks, service marks, domain names, company names, product names, service names, symbols, logos, descriptions and other indicia of origin of a person or entity.
- (j) "Order" means either Order Form or Order Quote as set out in Schedule C.
- (k) "Products" means standard promotional merchandise including apparel, mugs, umbrellas, gadgets, cups, pens, bags, trophies, plaques, and other products.
- (l) "Receiving Party" means the Party that receives Confidential Information of the Disclosing Party.
- (m) "Statement of Work" means the ordering document which is signed by both parties and references this Agreement that sets forth the agreed upon Services.
- (n) "Software" means any type of computer code (whether in object code or source code form), databases and their data, and related documentation, including user and technical manuals.

SCHEDULE C SERVICES

As requested by Client, RMG shall provide the Services below pursuant to an Order or Statement of Work:

1. CUSTOM ORDERS

(a) In connection with Products, RMG will provide creative briefs, quotes, and similar support for custom order and special order requests by Client ("Custom Order(s)").

(b) RMG will provide to the particular Client personnel who placed Custom Orders or special orders with an electronic pre-production proof for their review and provide a copy to Client Contact for their final approval. RMG will perform quality control for Custom Orders and special orders received by RMG, including through sampling and similar procedures. Further, RMG will resolve any discrepancies between pre-production proofs approved by Client and the applicable Custom Orders or special orders to Client's reasonable satisfaction, provided that Client notifies RMG of such discrepancies within 15 days after delivery of such Custom Orders or special orders (the "Non-Conforming Products"). In the event of a Non-Conforming Products RMG will, at Client's sole discretion, either (i) provide a mutual agreed upon credit to account for the discrepancies that shall be applied to future Products purchased or (ii) resolve the discrepancies within 7 days.

(c) RMG will process all Products custom/special orders in a timely manner. Rush orders will be processed the same Business Day at no additional cost to the extent reasonably practicable. If an issue arises that needs to be escalated, Client will have direct access to RMG's Executive Sponsor, who as of the date of execution of the Agreement will be John Robertson.

(d) Upon Client's written approval and request, RMG will establish on the EStores functionality to enable Customers to request assistance from RMG for Custom Orders and special orders. RMG will respond to these enquiries directly to the Customer who made the request.

2. PRINT-ON-DEMAND ORDERS

RMG will process and fulfill print-on-demand orders for Products in accordance with RMG's standard print-on-demand services provided uniformly to its customers. Products for print-on-demand orders are subject to availability by the applicable supplier.

3. ECOMMERCE

As set forth in the applicable Statement of Work, RMG shall provide the following services in connection with its provision of EStore Services:

3.1 EStore Services

(a) RMG will provide the ecommerce infrastructure and services to deploy, operate and maintain one or more "company store" or similar EStores as a service during the period and for the fees set forth in the mutually-agreed between the Parties on the applicable Statement of Work.

(b) Each EStore will be similar to "standard" online stores offered by RMG to its other customers without customer-requested modifications. The timetable for implementation of the EStore will be proposed by RMG and approved by Client on the applicable Statement of Work.

(c) As requested by Client and agreed upon by the parties in the applicable Statement of Work, RMG will perform modifications to the EStore's functionality and graphical user interface. RMG may perform modifications, maintenance, and repairs to the EStore at any time during scheduled or unscheduled outages.

(d) RMG will post on the EStore on Client's behalf, the terms of use (including privacy notice and shipping/return policies) applicable to the use of the EStores by visitors and Customers.

(e) Client shall install, one or more hyperlinks between Client's intranet and the EStore.

RMG will own all studio silhouette product photography for all products for the EStore site.

3.2 Order Processing and Customer Service.

(a) RMG will provide e-mail addresses to enable Customers to obtain routine customer service by e-mail.

(b) Routine customer service consists of:

(i) Receiving e-mails from Customers or potential Customers;

(ii) Preparing and sending "stock" or customized e-mails to Customers or potential Customers to address their inquiries;

(iii) Receiving approval from Client Contact's prior processing order

(iv) Submitting Order to Client for review and signature.

(v) Issuing call tags to pick-up returned Products; and

(vi) Issuing tracers to trace shipped Products.

(c) All orders that shall require Client to pay fees shall require Client's signature on Order and approved purchase order.

3.3 Payment Acceptance Services

RMG will provide a payment processing gateway to accept payments by Customers for Products purchased with credit cards. RMG will determine which credit cards to accept in its sole discretion. Currencies will be determined by RMG and Client.

4. GOVERNANCE; CERTAIN SERVICE LEVELS

4.1 Reporting

RMG will provide reporting on a monthly basis for all custom orders and e-store orders consisting of the following-requestor name, response time, delivery confirmed, items, quantity, price. RMG will also send reports based on Client's written request as well as work with Client on any additional reasonable custom reports request.

4.2 Meetings

(a) Client will include senior RMG managers in the key stakeholder meetings relating to the company store program and custom orders and will maintain RMG informed of all material developments in connection with such program and custom orders.

(b) From time to time each Party's program managers will meet by teleconference to discuss upcoming campaigns, coordinate activities related to the company store program and custom orders, and address issues. Such meetings shall include bi-annual merchandise review meetings to mutually agree on which Inventory should be added to, removed from, or changed in the E-Store. RMG will provide Client with design trends and merchandising updates at such meetings or as otherwise reasonably requested by Client.

(c) Quarterly Business Reviews (QBR) will occur throughout the length of the relationship. RMG will be responsible for scheduling and running each QBR with input from Client.

4.3 Change Management

Client will request changes to the Services by providing a written request to the RMG's program manager. RMG will promptly notify Client of any change in the delivery dates of the Services, and obtain Client's approval prior to processing and implementing such changes. The Parties acknowledge that the Services may change over time as the Client Program develops and that non-material changes to the Services in this Schedule C, taken as a whole, will not be chargeable by RMG, with the exception of any changes in connection with technology, design, or custom reporting work requested by Client, to the extent technically practicable.

4.4 Certain Service Levels - Account Management Service Levels

- (a) Customer service phone or email response time: routine customer service phone calls or emails received by 12 noon EST on a business day will be responded to the same day and after this time by 12 PM EST the following business day.
- (b) Custom Order quotes: custom order quotes for standard requests ("Order Quote") will be responded to within 1 business day (same business day for rush projects).
- (c) Order confirmation: all custom orders placed will receive an order confirmation within 2 business days matching the order request ("Order Form"). If the order request cannot be matched exactly, RMG will provide alternatives and the explanation as to why exact matching cannot occur that will be subject to Client's approval.
- (d) Order Proofs: RMG will offer a digital proof or physical sample on all custom orders provided the timeline for the project allows for such proofs. RMG will confirm ship to address prior to shipment.
- (e) RMG will designate a Senior Account Manager to support the program.
- (f) RMG will send a bi-yearly deck showcasing trends in fashion and the promotional merchandise industry.
- (g) RMG will conduct a quarterly business review based on dates mutually-agreed by both Parties.
- (h) RMG will either leverage the Client design team or the RMG internal creative services team to proof for correct artwork, font, use of logo and PMS colors.
- (i) A proof will be presented unless the timeframe does not support a digital or physical proof.
- (j) RMG will confirm delivery date based on approved artwork and/or production sample on all orders
- (k) RMG will follow-up with vendor on every order to ensure proposed delivery date is met.
- (l) RMG will request a photograph or sample of all custom orders so an archive system can be built for Client.

4.5 EStore Service Levels

(a) EStore Availability

EStore Availability: 99.9%

"EStore Availability" is defined by the measurement criteria listed below. The data shall be provided by RMG in a discrete monthly report, meaning that the data will be recorded from scratch each month based on Google Analytics, Pingdom, and other sources used by RMG in the ordinary course of business.

EStore Availability = Total Hours in Period, Hours Available excluding scheduled maintenance, Hrs Available/Total Hrs (All data reported)

All availability percentage guarantees are exclusive of maintenance time.

(b) EStore Performance

Average page load time within 5 seconds

Guaranteed number of concurrent users will 100

"Priority 1 Error" means an Error which (i) renders the EStore inoperative or intermittently operative; or (ii) substantially degrades performance; or (iii) causes any feature to be unavailable or substantially impaired; or (iv) causes a complete failure of the EStore.

"Priority 2 Error" means an Error which degrades the performance of the EStore or restricts Client's use of the EStore.

"Priority 3 Error" means an Error which causes only a minor impact on Client's use of Service.

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Priority (per above)	Mean Time to Respond	Mean Time to Repair
1	Immediate	1 Hour
2	2 Hours	24 Hours
3	24 Hours	48 Hours

(c) Escalation Path for Emergency and Outage

Order	User ID/Duty Alias	Contact Type	Phone	Elapsed Time to Escalate
1	Itadmin	Email	itadmin@robertsonmarketing.com	Immediate
2	Network Admin	Email	taltice@robertsonmarketing.com	30 Minutes
3	CTO	Phone	1-540-798-7036	1 Hour

4.6 Scheduled Outages

(a) RMG may perform modifications, maintenance, and repairs to the EStore at any time during scheduled or unscheduled outages.

(b) RMG will notify Client within 72 hours of any standard Maintenance and within 24 hours for other non-standard emergency maintenance (collectively referred to herein as "Scheduled Outage") that shall prohibit Client from accessing and using the EStore.

SCHEDULE D PRICING

1. CUSTOM ORDERS

The charges for Custom Orders will be mutually agreed between the Parties on an order-by-order basis as set forth on an Order.

2. PRINT-ON-DEMAND

Prices for print-on-demand Products and Services shall be the prices proposed by RMG and approved by Client on an Order. RMG will not charge Client separately for the deployment and hosting of the EStore for print-on-demand-orders.

3. OTHER CREATIVE SERVICES

Other creative services requested by Client will be agreed upon via a separate Statement Of Work or Order.

4. NON-STANDARD WORK PERIODS

The charges for Services performed on days that are not Business Days, and for Services performed on Business Days but outside of RMG's normal business hours for a particular Service, shall be the charges set forth in a separate Statement of Work.

5. EXPENSES

Expenses incurred in the performance of the Services, including for other charges shall be agreed upon via a separate executed Statement Of Work.