

X-RITE SOFTWARE AS A SERVICE AGREEMENT (“SaaS”)

This Software as a Service Agreement (“SaaS Agreement”) is by and between the X-Rite entity that executed Your Software as a Service Subscription Order Form (“Order Form”) and You.

The term “Agreement” includes this SaaS Agreement, Your Order Form, X-Rite’s Service Level Agreement (“SLA”) (attached hereto as Exhibit A), any other writing which incorporates by reference this SaaS Agreement (if executed by each of the parties), and any exhibit or other document referenced in this Agreement. If a term set forth elsewhere in this Agreement conflicts with a term in this SaaS Agreement, the provisions of the SaaS Agreement will prevail unless the term set forth elsewhere expressly states that it supersedes a specific term in this SaaS Agreement.

BY ACCESSING THE SERVICES AS DEFINED BELOW YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ACCESS THE SERVICES.

1. Defined Terms.

(a) “Services” means the ability to connect to and access any of the following services to the extent set forth in the Agreement (i) the PantoneLIVE Database and to the extent authorized as set forth herein, also the Private Database; (ii) the ColorCert web-based solutions; and (iii) any other web-based solutions set forth in the Agreement (if any), for Your individual and internal business use as provided in this Agreement.

(b) “Color Data” means color information including, without limitation, spectral data for solid colors and tones, LAB values for 100% tone step, descriptive attributes of given shades (including but not limited to attributes related to substrates, ink systems and print methods) as well as calculated or derived data (e.g., CIELAB, density and tone value).

(c) “Service Commencement Date” means the date on which You receive access sufficient to use the Service, whether or not You actually begin use of the Services on that date; and

(d) “Site” Your physical location identified on the Order Form.

(e) “Site Subscription” means a discounted subscription for the Services (based on volume) identified as such on the Order Form. Site Subscription permits access to the Services solely from the Site or from other sites, as long as the access is made by You or Your authorized users regularly located on the Site and/or reporting directly to the Site.

(f) “You” or “Your” means the customer identified in the applicable Order Form as well as any user of the Services authorized by such customer.

(g) “Formulator Access Key” means a license key supplied by X-Rite that allows one workstation to access one Private Database for ink formulation.

(h) “PantoneLIVE Database” means a database, which includes X-Rite Color Data (but not Private Color Data), which is hosted by X-Rite, is accessible through the PantoneLIVE API and server and to which access is granted by X-Rite.

(i) “Private Database” means a database including Private Color Data (but not X-Rite Color Data) which is hosted by X-Rite, is accessible through the PantoneLIVE API and to which access is authorized by X-Rite and the Private Color Data Owner.

(j) “Private Color Data” means Color Data proprietary to parties other than X-Rite (and/or its affiliates and licensors) (the “Private Color Data Owner(s)”) which is included in the Private Database(s).

(k) “X-Rite Color Data” means Color Data proprietary to X-Rite (and/or its affiliates and licensors) which is included in the PantoneLIVE Database.

2. Services Provided. X-Rite or its designee will provide the Services set forth in the Order Form during the term of this Agreement.

3. Your Obligations.

(a) *Security; Compliance with Applicable Laws.* You will use reasonable security precautions in light of Your use of the Services, including encrypting any information while in transit to or from the Services which identifies an individual, such as name, national-identification number or other government-issued number (including social security number), date of birth, address, telephone number, biometric data, mother's maiden name; or any other personally identifiable information. You represent and warrant that Your use of the Services will be in compliance with any and all laws, rules, regulations, statutes, codes, ordinances, orders, or guidelines of any governmental entity the laws of which are applicable to You. You further represent and warrant that You will comply with X-Rite’s Acceptable Use Policy attached hereto.

(b) *Viruses and Malicious Code.* You will neither insert nor permit the insertion or introduction of any Malicious Code (defined below) into the Services or systems and software (collectively “System”) used to deliver the Services provided under this Agreement. In addition, You will take all commercially reasonable actions and precautions to prevent the introduction and proliferation of Malicious Code into the System. X-Rite may immediately suspend Your access to the System if it detects Malicious Code or reasonably suspects that Malicious Code was introduced or permitted to be introduced by or through You or Your account. For purposes of this provision, “Malicious Code” will mean (i) any code, program, or sub-program the knowing or intended purpose or effect of which is to damage or maliciously interfere with the operation of a computer system containing the code, program or sub-program, or to halt, disable, or interfere with the operation of the software, code, program, or sub-program, itself, or (ii) any device, method, or token that permits any person to circumvent without authorization the normal security of any software or System containing the code.

(c) *Cooperation.* You will reasonably cooperate with any X-Rite investigation of Service outages, security problems, and any suspected breach of the Agreement.

(d) *Your Account.* You are responsible for Your use of the Services, as well as for use of the Services by any third party You authorize to use Your account to the same extent as if You were using the Services Yourself. You are responsible for keeping Your billing, contact, and other account information up to date.

(e) *Consents.* You hereby irrevocably consent and agree to the access and processing, from geographic localities not within the European Union, of any information sent to, from, or stored on the Services provided to You as part of the standard administration of the Services.

(f) *Minimum Standards.* You will provide and maintain all hardware, software and network connectivity (“Environment”) needed to access the Internet and the Services. That Environment will meet the minimum standards set forth in Your Order Form, if any.

(g) *Service Level Agreement.* You acknowledge and accept the terms of the Service Level Agreement (“SLA”), attached hereto as Exhibit A.

4. Not Included. The Services do not include, and X-Rite will not provide access to, any third-party support, client-side hardware or software, programming training, hardware or software not set forth in this Agreement. The Services are limited to access to the Services as defined above including the database, associated data storage, bandwidth and user access set forth in this Agreement. Certain desktop or other web-based software may be available from X-Rite or third parties to connect to or interact with the PantoneLIVE Database and the Private Database (if authorized) (“Enabled Products”). Use of, and support for, such Enabled Products is governed by and subject to the separate End User License Agreement, Software as a Service Agreement, and any support agreements for those products.

5. Users; Authorized Use; Restrictions.

(a) *Users.* The number of users and applications for which You are authorized to use the Services pursuant to this Agreement, and the subscription rate or price for such authorized uses, are set forth in the Order Form agreed between the parties.

(b) *Use.* Your Use is limited to the number of users and applications, as applicable, for which you pay service fees. By agreeing to be bound by the terms of this Agreement, and following such other registration process as X-Rite may require, You will be given a set of login credentials (the “Login Credentials”) that will allow You to use the Services in accordance with the Agreement. You agree to prevent and protect the Login Credentials and the Services from unauthorized disclosure or use. In connection with Your access to the Color Data contained in the PantoneLIVE Database and the Private Database (if authorized), You may only use Color Data from the PantoneLIVE Database and Private Database in an approved PantoneLIVE Enabled product for which You have obtained a valid license. No other download, transfer or electronic copying of the Color Data is permitted under this Agreement. X-Rite and its licensors, if any, reserve all rights not expressly granted to You.

(c) *Restrictions.* You may not (i) sell, rent, lease, timeshare, license, sublicense, distribute or otherwise transfer, in whole or in part, the Services, including without limitation, PantoneLIVE Database, the Private Database, the Login Credentials or the Color Data accessed or obtained from the PantoneLIVE Database or the Private Database to another party; (ii) provide, disclose, divulge or make available to, or permit use of the Services, including the Login Credentials or the PantoneLIVE Database and the Private Database, in whole or in part, by any other individual or any third party without X-Rite’s prior written consent; (iii) modify or create derivative works based upon the Login Credentials or the PantoneLIVE Database or the Private Database, or (iv) port, compile, download, or create a partial or complete database from the PantoneLIVE Database, the Private Database, or information obtained from the PantoneLIVE Database or the Private Database, other than as expressly authorized by X-Rite in writing. If You purchased a Site Subscription, you expressly agree to access the Services solely from the Site, or from other sites as long as the access is made by You or Your authorized users regularly located on the Site and/or reporting directly to the Site. Except to the extent expressly permitted by applicable law, and to the extent that X-Rite is not permitted by that applicable law to exclude or limit the following rights, You may not decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Services, including without limitation the PantoneLIVE Database, the Private Database or other software provided to access the PantoneLIVE Database or the Private Database, in whole or in part. If the PantoneLIVE Database or Private Database access is provided with or as part of a specific product or device, You will not remove the PantoneLIVE Database, in whole or in part, from such product or device and You will not use any portion of the PantoneLIVE Database separately from or independent of such product or device. If your access to a Private Database is authorized by X-Rite pursuant to a “Formulator Access Key”, you expressly acknowledge and agree that the Formulator Access Key grants you access to only one Private Database from one workstation and that additional Formulator Access Keys are required for each additional workstation as well as Private Database.

6. Fees & Payment Terms.

(a) *Recurring Fees; Fee Increases.* Recurring fees for the Services are payable as set forth in the Order Form. Non-recurring fees, if any, will be separately set forth on the Order Form. X-Rite may adjust fees each contract period to account for inflation/indexation, as applicable. X-Rite may increase the fees during any renewal term by providing You with notice of the impending increase in fees not less than thirty (30) days prior to the commencement of such renewal term and the resulting increase in fees. Your continued receipt of the Services following such a fee increase will be considered acceptance of the fee increase. In the event that You do not agree to an increase in fees, Your sole remedy will be to terminate this Agreement and discontinue Your use of the Services pursuant to Section 9.

(b) *Invoice Due Date.* Invoices are due within fifteen (15) days of receipt of the applicable invoice. X-Rite may suspend the Services or terminate this Agreement for non-payment by You, as set forth in Section 9. You will pay a late fee equal to one-and-one-half percent (1.5%) per month or the maximum amount allowed by law, if less, on all past due amounts.

(c) *Taxes.* You are responsible for the payment of all taxes related to X-Rite’s provision of the Services to You, including, but not limited to all local and federal sales, use, value added, rental receipt, personal property or other taxes and similar taxes which may be levied or assessed in connection with this Agreement (excluding taxes based on X-Rite’s net income). If X-Rite is required by law to pay taxes on the provision of the Services, You must pay X-Rite the amount of the tax that is due or provide X-Rite with satisfactory evidence of Your exemption from the tax.

7. Warranty and Disclaimer of Warranty.

(a) *Warranty.* X-Rite warrants that it will provide the Services in a professional and workmanlike manner, in accordance with applicable industry standards in the country in which X-Rite is located. Your sole and exclusive remedy for breach of the foregoing warranty is set forth in the End User Remedy paragraph below.

(b) *Interruptions.* Except as set forth under in the Service Level Agreement (“SLA”) attached to this Agreement, X-Rite does not represent or warrant that the Services will be uninterrupted, error-free, or completely secure.

(c) ***DISCLAIMER.*** EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, X-RITE PROVIDES ACCESS TO THE SERVICES AND SERVICE AND SUPPORT SERVICES (IF ANY) AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, WORKMANLIKE EFFORT, LACK OF VIRUSES, AND LACK OF NEGLIGENCE, ALL

WITH REGARD TO THE SERVICES, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICES. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SERVICES AND X-RITE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF, OR ACCESS TO, THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SERVICES WILL OR CAN BE CORRECTED.

8. Unauthorized Access to Your Data or Use of the Services. X-Rite is not responsible to You for unauthorized access to Your data or the unauthorized use of the Services unless the unauthorized access or use results from X-Rite's failure to meet its security obligations stated in the Agreement. You are responsible for the use of the Services by any of Your employees, by any person or entity to whom You have given access to the Services, or any person who gains access to Your data or the Services as a result of Your failure to use reasonable security precautions, even if that use was not authorized by You. You will not resell any part of the Services.

9. Term, Termination and Suspension.

(a) *Term.* The initial term of this Agreement shall commence on the "Service Commencement Date" and shall continue for a period of twelve (12) months, unless terminated in accordance with this Agreement. This Agreement may be extended for additional terms as agreed between the Parties.

(b) You may terminate the agreement at any time by notifying X-Rite of Your intent to cease using the Services, at which time Your Login Credentials will be disabled. The access automatically terminates if You fail to comply with the terms and conditions of this Agreement. You agree that, upon termination for any reason, You will cease using the Services and permanently delete from any hardware and storage device all downloads and backup copies of the Color Data and information obtained from the Services, together with any other material You have received from X-Rite in connection with the Services. Upon request, You agree to provide X-Rite with written certification by an authorized officer that all information from the Services and all Color Data and information obtained from the Services have been removed and deleted from all hardware and storage devices. X-Rite reserves the right at any time to monitor, either physically or electronically, Your use of the information obtained from the Services, including specifically the Color Data. You agree to allow X-Rite access Your premises, computers (including, but not limited to, hardware, software and network services) and personnel at all reasonable times for the purposes of such monitoring.

If You are a Private Color Data Owner, upon termination of this Agreement with respect to the hosting of your Private Color Data in the Private Database, X-Rite shall deliver to You one copy of the Your Private Color Data in CxF3 format and remove such Private Color Data from the Private Database. If You are an authorized user of a Private Color Data within a Private Database, You acknowledge and agree that Your access to the Private Color Data within the Private Database to which you have obtained access authorization from X-Rite and the applicable Private Color Data Owner shall expire automatically and without notice immediately upon the expiration of the agreement between X-Rite and the applicable Private Color Data Owner with respect to the hosting by X-Rite of such Private Color Data in the Private Database.

(c) *Suspension of Services; Accelerated Termination.* X-Rite may immediately suspend the Services or terminate this Agreement for its convenience if: (i) X-Rite becomes aware of what it, in its sole discretion, deems a credible claim that the Services infringe upon the intellectual property rights of a third party or (ii) required to do so by law. In each case, X-Rite will give You advance notice of pending suspension or termination under this Section of at least twelve (12) hours, unless X-Rite determines, in X-Rite's reasonable commercial judgment, that a suspension on no or shorter notice is necessary to protect X-Rite, its customers, or others.

(d) *Termination for Breach.* X-Rite may, at its option, terminate this Agreement for cause or suspend the Services if: (i) X-Rite reasonably believes that the Services are being used in violation of law or this Agreement; (ii) Your use of the Services interferes with the normal operations of the System or other customer's use of the Services; (iii) there is an attack on the System or Your server(s), Your server is accessed or manipulated by a third party without Your consent, or there is another event for which X-Rite reasonably believes suspension of Services is necessary to protect the X-Rite network or X-Rite's other customers; (iv) Your payment of any invoiced amount is overdue and You fail to pay the overdue amount within ten (10) days of X-Rite's written notice; (v) You breach any obligation relating to X-Rite's (or its suppliers') intellectual property rights; or (vi) You materially fail to comply with any other provision of the Agreement and do not remedy that failure within fifteen (15) days of X-Rite's notice to You describing the failure in reasonable detail.

(e) *Effect of Termination.* X-Rite will not be liable to You for any claims or damages of any kind arising out of termination of this Agreement or suspension of Services in accordance with this Section, provided, however, that where X-Rite terminates this Agreement for its convenience, it will refund any amounts prepaid by You for Services not rendered by X-Rite prior to termination. Upon termination of this Agreement, You will immediately cease use of the Services and will remain obligated to pay X-Rite any amounts owed that accrued prior to the effective termination of this Agreement. Sections 3(b), 5(c), 7, 8, and 10-14 as well as any other provision that is intended or required to survive termination or expiration of this Agreement in order to achieve its full purpose and effect, will survive any termination or expiration of this Agreement.

10. Intellectual Property.

(a) The Services and associated software is owned by X-Rite (and its licensors) and is protected by applicable intellectual property laws and regulations, including specifically United States and international copyright laws. As between the parties hereto, X-Rite (and its licensors) retains all right, title and interest in and to the Services (other than the non-exclusive and non-transferable access to the Services expressly granted hereby) and any derivative works that are created and/or developed based, in whole or in part, on access to and use of the Services. You specifically agree that X-Rite (and its licensors) owns all X-Rite Color Data and all algorithms associated with the PantoneLIVE Database and Private Database. The information contained in or otherwise associated with the design and operation of the Services are the proprietary and confidential information of X-Rite (and its licensors), and X-Rite (and its licensors) deems the information to be a trade secret. You are licensing the right to access and use the Services in accordance with the terms of this Agreement and are not acquiring any claim or right of ownership in the Services or any intellectual property associated therewith. Therefore, You must treat the information contained in the Services as the proprietary and confidential information of X-Rite (and its licensors). For the avoidance of any doubt, Private Color Data is and shall remain the property of its applicable Private Color Data Owner.

(b) *Trademarks.* All trademarks on or related to the Services are the sole and exclusive property of X-Rite (and its licensors and Private Color Data Owner, as applicable) and are protected by US and international trademark laws. Nothing in this Agreement shall give You any right, title, or interest in or to X-Rite's (and its licensors' and Private Color Data Owner, as applicable) trademarks nor give You any right to use X-Rite's (and its licensors) trademarks for any purpose without the prior written approval of X-Rite. No rights or licenses are granted to You with respect to any trademark, service mark, and/or trade name owned by X-Rite (and its licensors and Private Color Data Owner, as applicable) regardless of whether it is associated with the Services. You agree that You will do nothing inconsistent with X-Rite's (and its licensors' and Private Color Data Owner, as applicable) ownership of its trademarks and shall not claim adversely to X-Rite (and its licensors and Private Color Data Owner, as applicable), or assist any third party in attempting to claim adversely to X-Rite (and its licensors and Private Color Data Owner, as applicable), with regard to such ownership. You agree that You will not challenge the title of X-Rite (and its licensors and Private Color Data Owner, as applicable) to any of its trademarks, oppose any registration thereof, or challenge the validity of this restriction. Furthermore, You will not register, nor attempt to register, any trade name or trademark which, in whole or in part, incorporates or is confusingly similar to any of X-Rite's (and its licensors' and Private Color Data Owner, as applicable) trademarks.

11. LIMITED LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL X-RITE BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS OR LOST DATA, RELATING TO THE SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SERVICES OR OTHERWISE ARISING OUT OF THE USE OF OR FAILURE TO USE THE SERVICES, WHETHER OR NOT DUE TO X-RITE'S NEGLIGENCE, AND X-RITE WILL NOT BE LIABLE FOR ANY DIRECT DAMAGES, EXCEPT AS EXPRESSLY PROVIDED UNDER THE "END USER REMEDY" SECTION BELOW. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

12. Remedies

(a) *End User Remedy.* X-Rite's entire liability and Your exclusive remedy for any breach of the limited warranty set forth above shall be, at X-Rite's option, either (i) return of the price paid for access to the Services at which time You will cease using the Services, permanently delete from any hardware and storage device all downloads and backup copies of the Color Data and any other information obtained from the Services, destroy or return to X-Rite any other material You have received from X-Rite in connection with the Services and, upon request, provide written certification as provided under the paragraph entitled "Term", or (ii) repair or revision to the Services to obviate the accessibility issue giving rise to the limited warranty claim. The limited warranty is void if failure of the Services has resulted from accident, abuse, misapplication, unauthorized use of the Services, or if You modify the information obtained from the Services. The repaired or revised Services (if any) will be subject to the limited warranty set forth above for the remainder of the original warranty period or thirty (30) days, whichever is longer.

(b) *X-Rite Remedy.* You agree that if You are using the Services, or any Color Data or other information obtained or otherwise derived from the Services, in a manner not specifically authorized by this Agreement, this Agreement shall immediately terminate and X-Rite may pursue any and all remedies in respect of such unauthorized use.

13. Notices. Notice under this Agreement will be deemed to be sufficiently given, effective on the date received, when delivered personally or by overnight express, or nationally recognized courier services, or three (3) business days after mailing when sent by certified or registered mail, postage prepaid. Notice required to be given to You under this Agreement will be sent to the address specified in the Order Form at the attention of Your designated contact person. Notice required to be given to X-Rite under this Agreement should be sent to Your designated X-Rite Sales Representative with a copy to X-Rite at the address provided in this Agreement, attention VP of PantoneLIVE/Packaging.

14. Miscellaneous.

(a) *Export Matters.* You agree to abide and conform to any and all export regulations in force during this Agreement that are applicable to You. You understand that these regulations may prohibit the export or re-export of documentation, and any information or technical data related to the Services. The Services and the underlying information and technology may not be accessed, downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Libya, North Korea, Iran, Sudan, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

(b) *Force Majeure.* Neither party will be responsible for, nor be in default under this Agreement due to any delays or failure of performance (except payment obligations) resulting from acts or causes beyond its reasonable control, including without limitation, acts of God, acts of war, third-party labor strikes, power failures, floods, earthquakes, other natural disasters, or other similar events ("Force Majeure Events"). In the event that either party is unable to perform any of its obligations under this Agreement because of a Force Majeure Event, the party who has been so affected will promptly give notice to the other and will exercise all reasonable efforts to resume performance.

(c) *Governing Law; Lawsuits.* All disputes arising from or related to this Agreement will be governed by the laws of the country and state, or other applicable geographic designation, where X-Rite is located, without reference to its conflicts of law principles. Each party hereby consents to the exclusive personal jurisdiction and venue of these courts. The parties expressly exclude the United Nations Convention on Contracts for the International Sale of Goods from application to this Agreement. The parties agree that any claim arising out of or related to this Agreement must be brought within one (1) year after the date it first accrued.

(d) *Assignment.* Neither party may assign this Agreement without the express written consent of the other party, except that either party may assign this Agreement to any of its corporate affiliates or pursuant to a merger, consolidation, reorganization, change-in-control or sale of all or substantially all of the assets or business to which this Agreement relates. Any attempted assignment in violation of this provision will be void.

(e) *Third Party Beneficiaries.* This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties, except that it is expressly agreed that X-Rite's licensors and Private Color Data Owner, as applicable are intended beneficiaries of those sections of this Agreement that reference licensors and Private Color Data Owner, as applicable or which are intended to confer rights and/or remedies upon such licensors and Private Color Data Owner, as applicable.

(f) *Severability; Waiver; Counterparts; Entire Agreement.* If any part of the Agreement is found unenforceable by a court of competent jurisdiction, such provision(s) will be ineffective to the extent of the court's ruling while the remainder of the Agreement will remain in full force and effect. Except for amendment to the X-Rite Policies as described above, this Agreement may be amended only in a writing signed by both parties. The waiver by a party of any breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach. The parties' relationship is that of independent contractors. Neither party is an agent for the other, nor does either party have the right to bind the other to any agreement with a third party. The captions used in the Agreement are for convenience only and are not binding. This Agreement constitutes the entire agreement of the parties and supersedes all previous communications between the parties relating to this Agreement and to the subject matter herein. X-Rite may modify this Agreement from time to time by posting the revised Agreement on www.xrite.com. Any changes posted shall have prospective application only.

EXHIBIT A SERVICE LEVEL AGREEMENT (“SLA”)

This Service Level Agreement (“SLA”) is subject to and made a part of any SaaS Agreement into which it is incorporated by reference (the “Agreement”). Any of the services to be provided by X-Rite in this SLA may be provided by X-Rite’s designees at X-Rite’s option.

1. **Availability.** X-Rite shall make each service provided under the Agreement available 98% of the time, except as provided below. Availability will be calculated per calendar quarter, as below. For any partial calendar quarter during which You subscribe to the Services, availability will be calculated based on the entire calendar quarter, not just the portion for which You subscribed.

$$\text{Availability} = (\text{Maximum Availability} - \text{Downtime}) / \text{Maximum Availability} \times 100\%$$

Maximum Availability = period (in minutes) during which the services could have been available at their maximum. This equals 60 minutes x 24 hours x the number of days in the month.

Downtime = period (in minutes) during which the services were not available, not including downtime due to maintenance or changes.

2. **Exceptions.** The following items or situations are exempt from X-Rite's calculation of 98% availability:
 - a. Attacks (i.e. hacks, denial of service attacks, viruses) by third parties, and other acts not caused by X-Rite, provided X-Rite makes every reasonable effort to maintain current versions of software patches.
 - b. Events of force majeure, including acts of war, god, earthquake, flood, embargo, riot, sabotage, labor dispute (outside of X-Rite's or its designees' own employees), government act, or failure of the Internet.
 - c. Modifications to hardware, system applications or application code configuration, or code not authorized by X-Rite. Changes or modifications to code that contributed to downtime.
 - d. Unavailability of Your System due to Your programming, modifications to OS, content, development, staging and/or testing period(s) or Your acts or omissions which are not performed in accordance with X-Rite’s standard change control processes.
 - e. Unavailability of Your System caused by failures of third party systems or services not under X-Rite's control.
 - f. Any planned downtime for which X-Rite provides You twenty-four (24) or more hours’ notice in accordance with the Agreement or via a conspicuous on-screen message in the Service. X-Rite will use commercially reasonable efforts to schedule all planned downtime Tuesday – Saturday between 10:00 p.m. and 2:00 a.m. US Eastern Standard Time. However, for major Service releases, X-Rite will use commercially reasonable efforts to schedule any downtime on Monday – Tuesday between 9:00 p.m. and 3:00 a.m. US Eastern Standard Time. X-Rite will use commercially reasonable efforts to limit the number of major Service releases to 6 per calendar year. In no event shall planned downtime exceed thirty-six (36) hours in any calendar quarter.
3. **Remedies.** If the Services are unavailable as set forth in Section 1 above in a calendar quarter, X-Rite will provide You with a credit as provided in the table below (“Credit(s)”), based on the fees paid for the non-conforming Services. Credits may be used by You against any payments due in any immediately following renewal term of the Agreement.

Actual Availability	Credit
93% - 97.9%	10% of Pro-rated Quarterly Price Paid for the Services
88% - 92.9%	30% of Pro-rated Quarterly Price Paid for the Services
Below 88%	50% of Pro-rated Quarterly Price Paid for the Services

4. **Reporting, Claims and Notices.** To claim a remedy under this SLA, You shall send X-Rite written notice containing the following details:
 - Billing information, including company name, billing address, billing contact and billing contact phone number
 - Downtime information with dates and time periods for each instance of downtime during the relevant period
 - An explanation of the claim, including any relevant calculations.

You will make any claims on a calendar quarter basis, within ten (10) business days after the end of the applicable quarter, except where a Service subscription ends on a date other than the last day of a calendar quarter, in which case any claim related to that subscription must be submitted within 10 business days after the subscription end date.

All claims will be verified against X-Rite's or its providers' system records. Should X-Rite dispute any period of unavailability You allege, X-Rite will provide You with a record of Service availability for the applicable period.

5. **General:** Services designated in writing as beta, limited release, developer preview, development or test bed environments, or by descriptions of similar import, are excluded from this SLA. X-Rite shall have no obligations under this SLA during any period You are in material breach of the Agreement, including any period in which You have failed to meet its payment obligations thereunder. The remedies in this SLA are Your sole and exclusive remedies for X-Rite's failure to meet the 98% availability, and any other of its obligations in this SLA.

ACCEPTABLE USE POLICY

By using the X-Rite Services, You agree to abide by the terms and restrictions of this Acceptable Use Policy (the “AUP”). The AUP is incorporated into any agreement between You and X-Rite that references this AUP (Your “Agreement”). Capitalized terms used, but not defined, herein have the meaning attributed them in Your Agreement. X-Rite may modify or change this AUP at any time and provide You notice of such changes by posting the modified AUP to its site. Such modified AUP will become effective as to Your use of the X-Rite Services on the latter of (i) its posting to the X-Rite site or (ii) as otherwise set forth in Your Agreement with X-Rite. X-Rite reserves the right, but does not undertake the obligation, to investigate any violation of its AUP and to report any activity that it reasonably believes violates applicable law. If You violate this AUP, or assist or encourage others to violate this AUP, X-Rite may suspend or terminate Your access to the Services.

You are independently responsible for Your own compliance with all laws applicable to Your conduct and Your use of the X-Rite Services. In addition, You agree not to engage in any of the following prohibited activities:

No Violation of the Security or Integrity of the Services or System; No Unauthorized Access.

You will not use the Services to violate the security or integrity of those Services or of any System used to provide those Services. You will not monitor any traffic or data on Systems used to provide the Services without X-Rite’s permission. You will not forge any packet header, email header, or any other portion of a message describing its origin or route.

You will not use the Services, nor access any System used to provide the Services, without authorization from X-Rite. You will not access any Service or restricted area within a Service to which you are not permitted access under Your Agreement with X-Rite. You will not attempt to probe, scan, or test the security measures of any System used to provide the Services. You will not access or use the Services in a manner designed or intended to exceed usage quotas or limits placed upon Your account, nor in any manner designed to avoid the incurrence of additional fees based on such use.

You will not attempt to modify, alter, or otherwise create derivative works from any software to which You are provided access as part of Your receipt of the Services, nor will You attempt to disassemble, decompile, or reverse engineer such software except where expressly permitted to do so by applicable law.

No Interference with the Normal Function of the Services.

You will not use the Services or access any System used to deliver the Services in any manner that interferes with or disrupts the Services or such Systems, including initiation of a Denial of Service attack or other high volume, automated attempt to access the Systems or Services. You will neither insert nor permit the insertion of any Malicious Code and You will take all commercially reasonable actions and precautions to prevent the introduction or proliferation of any Malicious Code into any System used to provide the Services. “Malicious Code” means (i) any code, program, or subprogram the knowing and intended purpose or effect of which is to damage or maliciously interfere with the operation of a computer system containing the code, program, or sub-program itself or (ii) any device, method, or token that permits any person to circumvent, without authorization, the security of any software or System containing the code.

No Illegal, Harmful or Offensive Conduct.

You will not use the Services in any manner that violates any applicable law, including, without limitation, the uploading of content that violates the intellectual property or other proprietary rights of third parties. You will not use the Services, including by uploading any content, in a manner that is illegal, harmful, obscene, abusive, deceptive, defamatory, or offensive.

SAAS SUBSCRIPTION ORDER FORM

This SaaS Subscription Order Form (“Order Form”) provides the details of the hosted services (“Services”) you will be receiving pursuant to your subscription. X-Rite’s SaaS Agreement attached hereto (or available at www.xrite.com/termsandconditions) is incorporated by reference and made a part of this document. Unless set forth otherwise, prices listed herein are per-year and in the currency identified below or if none is identified, the currency identified in X-Rite’s proposal. Fees may be modified during the term of this Agreement as set forth under the SaaS Agreement.

Customer Name: _____

Address: _____

Bill To Address (Only if Different):

Contact Person:

Phone:

Email:

1. Description of software hosted as a service; Fees

Part No.	Description	Qty	List Price	Sale Price

2. Term:

commencing on _____, 201_ and ending _____ 201_

3. Minimum Standards

(minimum system requirements) (state if relevant)

On behalf of **Customer**

Signature:

Print Name:

Title:

Date:

On behalf of **X-Rite**

Signature:

Print Name:

Title:

Date: