

MASTER AGREEMENT: SERVICES

| **THIS AGREEMENT** is made this 11th day of September 2019 (the “Effective Date”), by and between [Verterim, Inc.], a [Massachusetts corporation] (“Supplier”), having a place of business at [9 Queen Anne Road, Hopkinton, MA 01748], and Mars Information Services, Inc., a Delaware corporation (“Mars”), having a place of business at 100 International Drive, Mount Olive, NJ 07828.

Background

(a) Mars desires to enter into this Agreement in order that it may, from time to time, purchase services for projects. Supplier is a provider of these services.

(b) Mars desires to engage Supplier to perform such services and Supplier desires to perform such services for Mars and/or any Affiliate identified in a Statement of Work (collectively, “Customer”) pursuant to the terms and conditions of this Agreement; and

NOW, therefore, and for other good and valuable consideration, the receipt and sufficiency of which Mars and Supplier hereby acknowledge, Mars and Supplier hereby agree as follows:

1. Definitions

When used in this Agreement, the following capitalized terms shall have the following meanings:

“Acceptance” or “Accepted” means when the Services or Deliverables, as applicable, meet all of the requirements of this Agreement (including any applicable Statement of Work) and have been affirmatively accepted by Customer in writing.

“Acceptance Criteria” means the specific criteria set forth in an applicable Statement of Work that must be satisfied for Customer’s Acceptance of Services and/or Deliverables, or if no criteria are specified, that the Services and/or Deliverables meet the specifications and requirements of this Agreement and the applicable Statement of Work.

“Acceptance Period” means the period of time for Customer’s testing of Services and/or Deliverables as specified in a Statement of Work. In the absence of a specific period of time in the applicable Statement of Work, the Acceptance Period will be such period of time as is reasonably needed for Customer to determine that the Services and/or Deliverables meet the Acceptance Criteria.

“Agreement” means this Agreement, as may be amended by the Parties from time to time in accordance with the applicable terms of this Agreement, including all attachments, exhibits, and appendices (including, but not limited to, Appendices A, B, and C, Exhibit A and Attachment 1 of this Agreement) annexed hereto. This Agreement shall also include any Statements of Work and their associated Purchase Orders, whether attached hereto or subsequently entered into by the Parties.

“Affiliate” means, with respect to either Party, any present or future parent or subsidiary of such Party, any entity in which such Party owns an equity interest of greater than fifty percent (50%), or any entity in which any present or future parent or subsidiary of such Party owns an equity interest of greater than fifty percent (50%).

“Applicable Law” means, with respect to any person, entity, matter or thing, any current or future national, federal, state, provincial or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any Authority applicable to such person, entity, matter or thing.

“Authority” means any governmental, quasi-governmental, regulatory or administrative body, agency or authority, any court or tribunal of judicial authority, any arbitrator or any public, private or industry regulatory authority, whether national, Federal, state or local.

[GENERAL LEGAL AND RISK CLASSIFICATION]

“Claims” means, collectively, any claim, action, suit, demand, litigation or proceeding.

“Code of Conduct” means the Supplier Code of Conduct of Mars, Incorporated, as amended and in effect from time to time, a current copy of which can be found at <http://www.mars.com/global/about-us/policies-and-practices/supplier-code-of-conduct>

“Confidential Information” means any confidential or proprietary information, whether marked as confidential or proprietary or which should reasonably be considered confidential or proprietary, concerning Customer, its Affiliates and/or third parties and/or their respective businesses, products or services. Other than Customer Data which shall at all times remain Customer’s Confidential Information, the term “Confidential Information” shall not include information which (i) is independently developed by Supplier without use of or reference to any Confidential Information of Customer; (ii) is acquired by Supplier from a third party having the legal right to furnish the same to Supplier; or (iii) is at the time in question (whether at disclosure or thereafter) generally known by or available to the public (through no fault of Supplier).

“Contractor/Agents” means Customer Contractor/Agents or Supplier Contractor/Agents, as applicable.

“Customer” has the meaning set forth in the Background section above. .

“Customer’s Computer Systems” means any and all of Customer’s digital assets including computer systems, networks, software, websites and smart phones, tablets or any other personal electronic devices of Customer or Customer’s Personnel that are capable of accessing Customer’s computer systems, networks, software, and/or websites.

“Customer Contractor/Agents” means any independent contractors, subcontractors, or other non-employees of Customer that perform or are asked to perform any of Customer’s obligations under this Agreement.

“Customer Data” means all data, including, without limitation, Personal Data and all other data made accessible and/or provided by Customer or Customer’s end users to Supplier (whether by means of electronic or physical access) for the purpose of using the Services and/or the Deliverables, facilitating Customer’s use of the Services and/or the Deliverables, or otherwise in connection with this Agreement, including, without limitation, configuration items, user logins and permissions.

[GENERAL LEGAL AND RISK CLASSIFICATION]

“Damages” means all damages, costs, liabilities, losses and expenses, including reasonable attorneys’ fees.

[IP CLASSIFICATION]

“Deliverables” means any and all deliverables to be provided by Supplier pursuant to this Agreement including, without limitation, all reports, analyses, scripts, code and other work product that results from the Services, regardless of the stage of completion.

“Economic Sanctions” means restrictions imposed against certain countries, entities, and individuals by various governments and include, in part, restrictions against engaging in transactions or activities (direct and indirect) involving the target of the sanctions and anyone located in a sanctioned country (with only a limited number of narrow exceptions).

“Export” means an actual, physical shipment or an electronic or oral transmission of information, including the transmission or release of software and technology via face-to-face meeting, email, facsimile or telephone, including electronic transmissions to a server located in another country. For example, a shipment of chocolate or display cases from the U.S. to France, or the electronic transmission (email) of schematics or plans for manufacturing equipment from one country to another.

“Fees” means the fees due to Supplier for Supplier’s performance of its obligations under a Statement of Work (including all Services performed and/or Deliverables delivered) authorized under a Purchase Order. When this defined term is used in connection with a single Purchase Order, it shall mean the Fees payable by Mars to Supplier in connection with that Purchase Order. When this defined term is used in connection with outstanding Purchase Orders collectively, it shall mean the aggregate of the Fees payable by Mars to Supplier in connection with such outstanding Purchase Orders. For purposes of clarification, in no event shall any Affiliate of Mars be responsible for the payment of any Fees.

“Force Majeure Event” means with respect to either Party, any natural disaster; any communication line or power failure arising through no fault of such Party; and/or any judicial or governmental order or action not arising out of any action or omission of such Party.

“Infringement Notification” means a notification that a Claim has been made or is likely to be made that the Services and/or Deliverables infringe on a third-party’s Proprietary Rights.

“Key Personnel” or “Key Person” means any of Supplier’s Personnel essential to the performance of Supplier’s obligations under a Statement of Work that are identified in a Statement of Work as “Key Personnel” or a “Key Person”. Customer may designate specific individuals and specific roles (e.g., job functions) as a Key Person or Key Personnel.

“Legal Request” means a request pursuant to Applicable Law purporting to require disclosure of all or part of the Confidential Information.

“Local Participation Agreement” means a written agreement between Mars and the local Affiliate of Supplier in the foreign territory in which Services are to be performed and/or Deliverables delivered, which agreement references this Agreement and provides that it is subject to and made a part of this Agreement.

“Main Terms and Conditions” means, collectively, Sections 1 through 16, Appendices A, B, and C, Exhibit A and Attachment 1 of this Agreement.

“Malware” means any spam, harmful code or computer instructions, viruses, worms, spyware, adware, malware, Trojan Horses, phishing or other similar attack or malicious code.

“Marketing Code” means the rules and regulations promulgated by Customer in connection with, or for the purposes of governing, the marketing of Customer’s goods, products and services.

“Office of Foreign Assets Control (‘OFAC’)” means the Office within the U.S. Department of Treasury that is responsible for administering and implementing U.S. Economic Sanctions.

“Parties” means, collectively, Mars and Supplier, and “Party” means Mars or Supplier individually.

“Personnel” means employees, contractor employees, subcontractor employees and other individuals working for, on behalf of and/or at the request of a Party in connection with a Project including, with respect to Supplier, Supplier Contractor/Agents.

[IP CLASSIFICATION]

“Proprietary Rights” means all patents, copyrights, trademarks, trade secrets, methodologies, ideas, concepts, inventions, know-how, techniques and all other intellectual property rights and proprietary rights.

“Project” means the business project of Customer that is identified in a Statement of Work, which project is intended to be addressed in whole or in part, as applicable, by the Services to be performed by Supplier and/or Deliverables to be provided by Supplier pursuant to that Statement of Work.

“Purchase Order” means a purchase order issued by Mars for the purchase of Services and/or Deliverables from Supplier as set forth in a Statement of Work.

“Reexport” means an actual, physical shipment of items from a country other than the country of origin to another. (For example, the Export from France of U.S.-origin chocolate to Dubai). Reexport also includes a retransfer or electronic transmission of technical data/information or software from a country other than the country of origin to another.

“Services” means the consulting, installation, implementation or other services to be performed by Supplier pursuant to this Agreement.

“SOW Term” means the term of a Statement of Work, which shall be set forth in such Statement of Work.

“Statement of Work” means, with respect to a Project, a statement of work that is signed by both Parties and sets forth obligations that Supplier is to perform and terms and conditions specific to such obligations.

“Supplier’s Computer Systems” means any and all of Supplier’s digital assets including computer systems, networks, software, websites and smart phones, tablets or any other personal electronic devices of Supplier or Supplier’s Personnel that are capable of accessing Supplier’s computer systems, networks, software, and/or websites.

“Supplier Contractor/Agents” means any independent contractors, subcontractors, or other non-employees of Supplier that perform or are asked to perform any of Supplier’s obligations under this Agreement.

“Supplier Digital Security Strategy” means Supplier’s policies and practices for responding to and remediating any Data Security Breach (as defined in Exhibit A to Appendix C), the introduction of Malware into any of Customer’s Computer Systems as a result of or in connection with Supplier’s actions or omissions, and the vulnerability of Supplier’s Computer Systems to Vulnerabilities and any effect such vulnerability may have on Customer’s Computer Systems and Customer Data (including any Data Security Breach caused by the vulnerability of Supplier’s Computer Systems to Vulnerabilities).

[IP CLASSIFICATION]

“Supplier-Existing IP” means Proprietary Rights belonging to Supplier that exist as of the Effective Date.

“Supplier Property” means, but is not be limited to, any and all designs, methods, methodologies, know how, processes, procedures, templates, tool kits, software and tools, utilities, connectors, interfaces, structures, products, training materials, data, programs, and other intellectual property that Supplier or an Affiliate of Supplier has conceived, invented, developed, reduced to practice, patented, copyrighted or protected as a trade secret prior to the Effective Date of this Agreement or wholly independent of Supplier’s performance under this Agreement, and subject to Section 6, any derivative work of any of the above, provided that such derivative works are not considered Work Product pursuant to Section 6 of this Agreement.

“Term” means the “term” of this Agreement, which shall begin on the Effective Date and continue until this Agreement is terminated by one of the Parties in accordance with this Agreement or terminated by mutual written agreement of the Parties.

[IP CLASSIFICATION]

“Work Product” means all results of the Services, including, without limitation, the Deliverables, equipment customizations, information and tangible embodiments thereof (in all forms of output, whether in electronic or physical form and irrespective of the media or device upon which stored), developed, created or acquired by Supplier solely or in conjunction with others, for Customer, including, without limitation, all ideas, specifications, writings, drawings, data, inventions, techniques, modifications, processes, improvements, designs, parts, machines and works of authorship.

“Vulnerability” means an error, flaw, defect, failure, or fault that negatively affects the confidentiality, integrity, or availability of the Supplier’s Computer Systems, Customer’s Computer Systems or Customer Data.

“Wind Down Period” means the one hundred eighty (180) day period after the end of the Term and each SOW Term.

2. Statements of Work/Purchase Orders

(a) If Mars wishes to purchase Services pursuant to this Agreement, Mars shall request of Supplier in writing (which writing may be given by e-mail) that Supplier submit a proposed Statement of Work, and in such request Mars shall identify the information Mars wishes to receive in such proposed Statement of Work. Supplier shall submit to Mars the requested proposed Statement of Work within ten (10) business days of receipt of the request from Mars (or such other period of time as specified in the request), at Supplier's sole cost and expense. Both Mars and Supplier shall have the right to decline to enter into a proposed Statement of Work, in their sole discretion.

(b) If the Parties mutually agree on the terms and conditions set forth in a proposed Statement of Work, the Parties shall each sign the proposed Statement of Work. A Statement of Work must be signed by both Parties to be binding on the Parties. Mars shall have no obligation to pay Supplier for Services or Deliverables unless there is a Statement of Work and Mars has issued a Purchase Order for the applicable Services and/or Deliverables. If Mars issues a Purchase Order, Mars shall include invoicing instructions in the Purchase Order and Supplier shall comply with such instructions. Supplier will be deemed to have accepted the Purchase Order upon Supplier's commencement of the performance of its obligations under the Statement of Work to which the Purchase Order corresponds. If the Services to be performed pursuant to a Statement of Work are to be performed in phases, then upon completion of each phase as defined in the relevant Statement of Work, Supplier shall submit to Customer a progress report, signed by an authorized officer of Supplier or authorized Project Manager, certifying the status of the Services. Supplier shall not commence any work on Mars's account unless the Parties have executed a proposed Statement of Work and Mars has issued a Purchase Order corresponding to that Statement of Work.

(c) For each Statement of Work, during the SOW Term of such Statement of Work, Supplier shall appoint and identify to Customer a supervisory representative who shall be responsible for the conduct and performance of Supplier's Personnel, the preparation and delivery of all required Supplier work records, time charges for the Project described in the appropriate Statement(s) of Work and/or Purchase Order(s), a detailed task list, and an estimated schedule for completion of all Services and Deliverables hereunder. All such materials shall be furnished upon request to a designated Customer representative.

(d) Supplier shall not raise its Fees and Mars shall not be obligated to pay any such increased Fees without an amendment or change order to the relevant Statement(s) of Work and associated Purchase Order, and then Supplier may only increase its Fees to the extent expressly permitted in such amendment or change order. Supplier acknowledges that Mars is not obligated to enter into any particular number of Statements of Work, or to issue Purchase Orders, or to provide for any particular level of income for Supplier. For the avoidance of doubt, Mars shall not be obligated to pay any Fees that exceed any expenditure limit or maximum aggregate Fees specified in a Statement of Work, absent an amendment or change order to the relevant Statement(s) of Work and associated Purchase Order(s) authorizing an increase in the expenditure limit or maximum aggregate Fees.

3. Payment Terms

(a) All invoices submitted by Supplier must identify the Purchase Order number of the Purchase Order under which Mars authorized the applicable Fees. If the Statement of Work expressly states that the Fees will be calculated on a time and materials basis, the invoice must also set forth the following information: (i) the names of Supplier's Personnel who performed work under the Statement of Work; (ii) documentation of the expenses of each of its Personnel, with receipts; (iii) for each of its Personnel, the number of hours worked (which for the avoidance of doubt, excludes time for lunch) and a description of the work performed; (iv) the hourly rate of each individual; and (v) any other information reasonably requested by Mars or as may be requested in the Purchase Order. Mars shall be responsible for the payment

of all taxes in connection with this Agreement that are legally required to be paid by Mars, and not for any taxes based on Supplier's income or taxes that are not legally required to be paid by Mars. If Mars is required to withhold taxes from any payments due to Supplier, then Mars will forward any withholding receipts to Supplier at [address/email address]. Mars shall be entitled to return incomplete invoices unpaid.

(b) Provided that Supplier has provided to Mars (i) the Services and/or Deliverables in accordance with this Agreement (including, the applicable Statement of Work) and (ii) all the information required by Section 14, Mars shall pay all undisputed Fees on an invoice within sixty (60) days of receipt of the invoice. The obligations set forth in this Section 3 are in addition to Supplier's other obligations with respect to Fees and is not meant limit any other restrictions on the Fees that Supplier may charge Mars set forth in this Agreement. Payment for the Services and/or Deliverables shall not constitute Customer's approval or acceptance of such Services and/or Deliverables.

(c) If Mars wishes to dispute any of the Fees invoiced by Supplier, no later than thirty (30) days from receipt of the invoice in question, Mars shall notify Supplier of the amount in dispute and the basis of such dispute. Upon receipt of notice from Mars, Supplier shall work with Mars in good faith to promptly resolve the dispute on Fees. With respect to disputed Fees, Mars shall pay the resolved amount within thirty (30) days following mutual written resolution of the dispute by the Parties. Mars shall not be in default of its obligation to pay the invoice while the dispute remains unresolved.

4. Audits

(a) During the Term and for a period of thirty-six (36) months from its expiration or termination date Supplier will keep and cause its subcontractors to keep reasonably detailed, complete and accurate written books and records relating to its activities under this Agreement and Mars and/or its duly authorized representatives will have the right (but not the obligation), upon reasonable notice and during normal business hours, to (x) audit such books and records and (y) conduct periodic on-site audits or inspections in connection with all activities related to this Agreement to verify the performance of Supplier's obligations under this Agreement, including for regulatory and other compliance purposes.

(b) Any reports created by a third party auditor of Mars, if any, shall be treated as Confidential Information of Mars under this Agreement.

(c) If the results of any such audit demonstrate that Supplier charged Mars more than the Fees that should have been payable to date under this Agreement with respect to the applicable period(s) audited, Supplier will immediately: (i) reimburse Mars for the amount charged in excess of the correct amount of Fees to be paid by Mars in accordance with the terms of this Agreement; and (ii) in the event the overcharge was five percent (5%) or more than the Fees that should have been payable to date under this Agreement with respect to the applicable period(s) audited, Supplier shall pay Mars any and all expenses and costs incurred by Mars in connection with the audit within thirty (30) days of receipt of an invoice from Mars.

5. Acceptance of Services and Deliverables

(a) Acceptance. The Parties will adhere to the acceptance process as described herein and in the Statement of Work for the acceptance of all Services and Deliverables under this Agreement.

(i) Acceptance Testing. Customer has the right to inspect, review, test and otherwise evaluate the Services or Deliverables after delivery for compliance with the applicable Acceptance Criteria. Such inspection and testing will be performed within the Acceptance Period in order to identify and resolve

all errors, defects, and nonconformities with the Services or Deliverables. Upon completion of such evaluation, Customer will issue to Supplier a notice of Acceptance or rejection of the Services or Deliverables. Customer's failure to reject the Services and/or Deliverables within the Acceptance Period will constitute Customer's rejection of the applicable Services and/or Deliverables. The Acceptance Criteria and the Acceptance Period may be defined within each Statement of Work. In the event no Acceptance Criteria and/or Acceptance Period is defined in the Statement of Work, this MSA shall prevail.

(ii) Rejection and Cure. If Customer determines that any portion of the Services or Deliverables fails to meet the Acceptance Criteria, Customer will notify Supplier in writing with a description of deficiencies. Without limiting Customer's other remedies, in such event, Supplier will, at no additional charge to Customer, make any necessary changes to the Services or Deliverables to correct any deficiencies. Supplier will resubmit the corrected Services or Deliverables within the timeframe requested by Customer or if no timeframe is requested, within fifteen (15) days after Customer notifies Supplier of the deficiencies of the Services or Deliverables. The Acceptance process in this Section 5(a) will apply to any resubmitted Services, including a new Acceptance Period.

(iii) Failure to Cure. If Supplier fails to make such changes or, notwithstanding such changes, the Services or Deliverables still contain deficiencies, then Customer may, in its sole discretion and in addition to any other remedies it may have: (i) provide, in writing, additional time for Supplier to make changes; or, (ii) terminate all or part of this Agreement or a Statement of Work pursuant to Section 8 upon written notice to Supplier. Upon Customer's election to terminate, Customer will have no further obligation to make payments to Supplier and Supplier will refund to Customer all of the Fees paid to Supplier for the non-conforming Services and/or Deliverables.

(b) Minor Deficiency Correction. Notwithstanding Acceptance of any Services and/or Deliverables, Supplier, at no additional charge to Customer, will correct or develop a work around for any minor deficiencies identified by Customer. Supplier will correct or develop a work around for each minor deficiency within thirty (30) days after Customer provides notice to Supplier of the minor deficiency.

(c) Acts Not Constituting Acceptance. Trial use or testing of the Services, incremental or final payment, or Customer acknowledgement of receipt does not constitute Acceptance or prejudice Customer's right to reject or revoke Acceptance of all or any portion of the Services.

6. Representations and Warranties

(a) Supplier warrants and represents that:

(i) it shall comply with all descriptions and specifications set forth in each Statement of Work (including performance capabilities, accuracy, completeness, uniformity, characteristics, configurations, standards, functions and requirements) and will use individuals with suitable training, education, experience, and skill to fulfill its obligations under a Statement of Work;

(ii) it has the skills, qualifications and experience necessary to perform its obligations under this Agreement and Supplier shall devote all the necessary time and attention for the proper performance of its obligations set out in a Statement of Work;

(iii) it legally exists under the laws of the jurisdiction of its organization and it has power and authority to perform its obligations under this Agreement;

(iv) it shall comply with all Applicable Law in the performance of its obligations under this Agreement (including, but not limited to, all applicable anti-corruption and discrimination in employment laws, rules, regulations, legislation or conventions and in connection with its sole obligation to withhold and report taxes on payments made to its Personnel, and make payments into pension schemes, social security plans, or similar arrangements for the benefit of its employees);

(v) it has obtained, or will obtain, any and all permits, licenses and/or governmental or third party consents, approvals or assignments in a timely manner which are required in connection with the performance of this Agreement by Supplier or in order to enable Supplier to provide and Customer to use any Services and/or Deliverables performed or delivered, as the case may be, under this Agreement;

(vi) all Services will be performed in a timely manner with a high level of care, skill and diligence in accordance with the terms and conditions set forth in the applicable Statement of Work and consistent with industry acceptable practices;

(vii) it is a recognized specialist in performing the Services and providing the Deliverables;

(viii) the Fees payable by Mars hereunder are as low or lower than amounts charged by Supplier to any other customer purchasing the same type and quantity of services and/or deliverables provided by Supplier hereunder;

[GENERAL LEGAL CLASSIFICATION]

(ix) the Services and/or Deliverables will (A) be in compliance with all Applicable Law (including, but not limited to, anti-corruption laws, rules, regulations, legislation or conventions), (B) be consistent with the Marketing Code; and (C) not, nor will the use thereof, violate, misappropriate or infringe any Proprietary Rights or other rights of a third party;

(x) Supplier is the lawful owner or licensee of all software used in the performance of its obligations under a Statement of Work, and such software has been lawfully developed or acquired by Supplier. Supplier has the right to permit Customer to access and use such software;

(xi) Supplier shall comply with all appendices, exhibits and attachments attached hereto; and

(xii) during the Term of a Statement of Work and for a period of six months thereafter, it will not offer permanent employment to or solicit any Personnel of Customer, unless Customer gives its consent thereto in writing.

(b) (xiii) Supplier shall comply at all times with the Code of Conduct in respect to the all Services to be provided to Customer pursuant to the terms of this Agreement.

[IP CLASSIFICATION]

(c) In addition to any other rights or remedies provided in this Agreement or under Applicable Law, if Supplier fails to satisfy general industry standards in the performance of its obligations under the Agreement or breaches any of its representations and warranties, at Customer's sole discretion, Supplier shall, without additional compensation or cost or liability to Customer, at Customer's option: (i) correct or revise any defects in the Services and/or Deliverables; (ii) replace the nonconforming Deliverables with

functionally equivalent Deliverables; (iii) refund all or part of the Fees for the nonconforming Services and/or Deliverables; (iv) terminate the Agreement or a Statement of Work, whichever it so chooses; or (v) in the case of Services and/or Deliverables infringing Proprietary Rights of any third-party, provide the remedies and comply with the obligations set forth in Section 9.

(d) Mars warrants and represents that it legally exists under the laws of the State of Delaware; and it has power and authority to perform its duties under this Agreement.

[IP CLASSIFICATION]

7. Intellectual Property

(a) Customer shall be the sole and exclusive owner of all Work Product and all associated Proprietary Rights, throughout the world, free and clear of any encumbrances. The Work Product and all associated Proprietary Rights shall constitute “works made for hire” for Customer. In the event it is adjudicated that the Work Product or any associated Proprietary Rights do not constitute “works made for hire” for Customer, or if no “work made for hire” or similar doctrine is recognized in the jurisdiction whose laws govern this Agreement, Supplier hereby assigns to Customer all right, title and interest in and to the Work Product and all associated Proprietary Rights, throughout the world, free and clear of any encumbrances. To the extent necessary to effectuate Customer’s rights in the Work Product and associated Proprietary Rights hereunder and at Supplier’s sole expense, Supplier agrees to cause any Supplier Personnel or other third party acting in connection with the Services or Deliverables to execute all documents necessary (as determined by Customer in its sole reasonable discretion) or provide any assistance necessary to so vest in Customer all right, title, and interest in such Work Product and associated Proprietary Rights. Customer’s rights in the Work Product and associated Proprietary Rights shall include, without limitation, the right to exploit the Work Product and associated Proprietary Rights, including, without limitation, by preparing and exploiting derivative works thereof, in any form and in any media, now known or later developed. In no event will Supplier have the right to prevent or stop, or to seek to prevent or stop, Customer from using or exploiting the Work Product.

(b) To the extent any Supplier Existing IP is included in, or is otherwise necessary for the use of, the Work Product, Supplier hereby grants to Customer and each of its Affiliates a perpetual, irrevocable, transferable, non-exclusive, royalty-free, fully paid up, world-wide license to (a) use, reproduce, distribute, display, prepare derivative works, modify and develop the Work Product, and (b) make, have made, import, and sell and offer to sell and otherwise distribute or exploit the Supplier-Existing IP and/or Third Party IP, as applicable, to the extent either is embodied in any Work Product, or necessary to use any portion(s) of any Work Product, in each case without any accounting or additional consideration to Supplier or any third party. Supplier shall not include any Supplier Existing IP in any Work Product without the express prior written consent of Customer, which prior written consent may be given by Customer in a Statement of Work. For the avoidance of doubt, Supplier Existing IP alone shall not be deemed Work Product; however, any derivative works of Supplier Existing IP that are contained in and/or comprise the Work Product shall be deemed part of the Work Product and owned solely and exclusively by Customer.

(c) Except as set forth in the next sentence, nothing contained in this Agreement grants Supplier any express or implied rights or licenses with respect to any Proprietary Rights of Customer, all of which are expressly reserved. Solely to the extent necessary for Supplier to fulfill its obligations under a Statement of Work, and solely for that purpose, Customer grants Supplier a non-exclusive, non-transferable and revocable license to use Customer proprietary materials that Customer furnishes to

Supplier. Nothing in this Agreement (including any Statement of Work or Purchase Order) shall constitute a license by Customer to Supplier of any patent.

(d) Supplier reserves for itself all Proprietary Rights of Supplier that are not expressly granted or licensed to Customer under this Agreement. Additionally, except as expressly stated herein, Supplier shall remain the owner or licensee, as the case may be, of all Supplier Existing IP and Supplier Property.

(e) Supplier shall place an appropriate plaque, emblem, or decal on all media and other output materials on which Work Product may be stored (including cards, tapes, discs, and other storage facilities), evidencing Customer's ownership thereof while it is in Supplier's possession.

(f) Absent any provision to the contrary in any applicable Statement of Work, and subject to the provisions of this Section 6, all equipment used in performing Supplier's obligations hereunder shall remain the property of the Party providing it, and nothing in this Agreement shall be understood as transferring title to any equipment used in connection herewith. Neither Party shall claim or shall be deemed to be entitled to an ownership interest in any piece of equipment belonging to the other Party that is temporarily in its possession by virtue of the contractual relationship between the Parties.

(g) Without limitation of the foregoing, Supplier shall not use the name(s), trademark(s) or trade name(s) (whether registered or not) of Customer in publicity releases, customer lists, or advertising, or for other promotional purposes or otherwise, without securing the prior written approval of Customer in each instance.

8. Term; Termination; Effect of Termination

(a) Term. In no event will a SOW Term extend beyond the Term. The term of any Purchase Order shall be the same as the SOW Term of its associated Statement of Work.

(b) Termination.

(i) Mars shall be entitled to terminate this Agreement or a Statement of Work, whichever it so chooses:

(1) Upon at least thirty (30) days' prior written notice to Supplier, at any time without cause, unless prohibited by Applicable Law;

(2) upon at least thirty (30) days' prior notice in writing to Supplier, if Supplier's non-performance as a result of any Force Majeure Event continues for fifteen (15) calendar days or longer;

(3) immediately if any audit performed pursuant to Section 4 demonstrates that Supplier knowingly overcharged Mars any Fees or costs;

(4) upon at least thirty (30) days' prior written notice to Supplier in the event any Key Personnel cease to be employed by Supplier or be a part of the Mars account or Project team for any reason whatsoever, and are not promptly replaced with another individual approved by Customer in accordance with Section 13;

(5) if Supplier fails to observe or perform any of its material obligations under this Agreement and, in the case of a failure capable of being remedied, Supplier fails to remedy the same

to the satisfaction of Mars within fifteen (15) days after Mars notifies Supplier of such failure. For the avoidance of doubt and without limitation of the foregoing provisions of this Section 7(b), Mars shall have the right to terminate this Agreement or a Statement of Work for inadequate or unsatisfactory performance of Supplier's obligations under a Statement of Work, or performance that is not in conformity with the specifications, warranties or representations contained in the description of Services and/or Deliverables in the Statement of Work; and

(6) immediately if at any time an Authority expropriates or threatens to expropriate all or any part of the business or assets of Supplier.

(ii) Only Mars shall have the right to terminate a Purchase Order, however, Mars shall not have the right to terminate a Purchase Order without also terminating its associated Statement of Work.

(iii) Supplier shall have the right to terminate a Statement of Work (but not the Agreement as a whole) if Mars breaches or is in default of any obligation under such Statement of Work, provided that Supplier promptly notifies Mars in writing of any such breach or default and provides Customer at least thirty (30) days from the date of receipt of Supplier's notice to cure such breach or default.

(iv) Either Party may terminate this Agreement if the other Party becomes insolvent, bankrupt or has a receiver appointed for its business or assets, or if a petition is filed by or against it under any provision of any bankruptcy, insolvency or similar laws (and, in the case of any petition filed against it, the petition is not dismissed within sixty (60) days after filing), a general assignment is made for the benefit of either Party's creditors, or either Party is unable or unwilling to pay its debts as they become due.

(c) Effect of Termination.

(i) Upon termination of this Agreement, Mars shall pay for any Services performed and/or Deliverables provided by Supplier prior to termination; provided, however, that if this Agreement is terminated by Mars due to Supplier's material breach of the Agreement, Mars shall have no obligation to pay for such Services and/or Deliverables.

(ii) Upon termination of this Agreement, the Parties shall have no right to enter into additional Statements of Work and Mars shall have no right to issue additional Purchase Orders. Upon termination of this Agreement, all outstanding Statements of Work and their associated Purchase Orders shall automatically be deemed terminated. Termination of a Purchase Order shall automatically result in the termination of its associated Statement of Work and termination of a Statement of Work shall automatically result in the termination of its associated Purchase Order. For the avoidance of doubt, termination of a Statement of Work or its associated Purchase Order shall not result in the termination of this Agreement or any other Statement of Work and its associated Purchase Order. Termination of this Agreement will also terminate any licenses granted by Customer to Supplier to Customer's proprietary materials pursuant to this Agreement.

(iii) Upon termination of this Agreement or a Statement of Work and its associated Purchase Order, , except in regards to the transition assistance Supplier provides to Customer under this Agreement, Supplier shall immediately cease performance of any work under all outstanding Statements of Work or solely under the terminated Statement of Work, as the case may be. Mars shall have no obligation to pay Supplier for any work performed or any Services and/or Deliverables provided after Supplier has terminated this Agreement or Supplier receives notice that this Agreement has been terminated.

(iv) Any termination of this Agreement or any Statement of Work or Purchase Order will be without prejudice to rights created or granted or obligations incurred hereunder prior to such termination.

(v) Upon the termination of this Agreement or of any Statement of Work by Mars, Supplier will provide transition assistance during the Wind Down Period as Customer may reasonably require in connection with the transition of any Project under this Agreement then remaining incomplete, at no additional charge to Mars. Specifically, during the Wind Down Period, Supplier will reasonably cooperate with Customer and otherwise promptly take all steps required to assist Customer in transferring all Customer Data, Work Product and other materials owned by Customer then in Supplier's possession or under its control either to Customer or to another supplier at Customer's direction. The Services provided during the Wind Down Period will be under the same terms and subject to a 0% price increase as applicable to the pricing as applied immediately before the termination date, subject to Customer's execution before the termination date of an SOW for such continued Services.

(vi) Other than as expressly provided for herein, a Party's exercise of its right to terminate this Agreement or a Statement of Work or Mars's exercise of its right to terminate a Purchase Order, shall not limit either Party from pursuing other remedies available to it, whether at law or in equity, provided, however, that, Supplier agrees that it shall not be entitled to seek injunctive relief in the event Mars terminates this Agreement or only a Statement of Work or Purchase Order. Notwithstanding the foregoing, whenever a Party has a right to terminate this Agreement, such Party will not incur any liability as a result of such termination except where otherwise expressly set forth in this Agreement.

(vii) Within thirty (30) days of any termination of this Agreement, Supplier shall refund to Mars any prepaid Fees for any portion of the Term that has not yet occurred or for Services or Deliverables that have not been provided.

(viii) Within thirty (30) days of any termination of this Agreement, each Party shall return all confidential information of the other Party then in its possession or under its control (if any) at no charge.

(ix) Within thirty (30) days of any termination of this Agreement, Supplier shall deliver to Mars all Work Product (including, but not limited to, materials, media, records, programs, documentation and equipment, and all related materials) owned by Mars; and any other items belonging to Mars then in Supplier's possession or under its control, including any Customer Data.

(x) Upon termination of this Agreement, any Local Participation Agreement shall automatically be deemed terminated.

9. Confidential Information

(a) From time to time, Customer may disclose or make available to Supplier, either directly or through one or more third parties, including its Affiliates, orally or in physical form (including electronically) Confidential Information in connection with the transactions contemplated by this Agreement. Supplier agrees that during the Term and thereafter (i) it shall use Confidential Information solely to fulfill its obligations under this Agreement and (ii) it shall not disclose Confidential Information

to any third party (other than its Personnel on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein).

(b) The terms and conditions of this Agreement, including any Statement of Work or Purchase Order shall be deemed Confidential Information. Without limiting the foregoing, Confidential Information of Customer shall also include any information relating to any of the Services and/or Deliverables, including but not limited to Customer Data and Work Product, and any associated materials or processes, as well as any reports created by Supplier in the course of performance under this Agreement or any Statement of Work or Purchase Order.

(c) If Supplier receives a Legal Request, Supplier agrees to promptly notify Customer of such request in writing and permit Customer to take such protective action as it deems appropriate. If Customer has taken successful legal steps (e.g., motion to quash or motion for protective order) to delay, stop or limit the response to the Legal Request, Supplier will not respond until and unless required to do so, or will respond only to the extent required on or around the last day permitted pursuant to the Legal Request, whichever is applicable. Supplier may disclose the specified required Confidential Information only to an authorized person or Authority to the extent required by Applicable Law, subject to the maximum available confidentiality restrictions. Upon Customer's request, Supplier shall erase or destroy all of the Confidential Information then in Supplier's possession or under its control rather than delivering it to Customer. In the event that Customer asks Supplier to erase or destroy rather than to return the Confidential Information then in its possession or under its control (if any), Supplier shall provide Customer with written certification from an authorized signatory of Supplier of such erasure or destruction.

[GENERAL LEGAL AND RISK CLASSIFICATION]

10. Indemnification

(a) Supplier shall at its own cost and expense, indemnify, defend and hold harmless Customer and its successors, assigns, Affiliates and subsidiaries and each of their respective members, managers, directors, officers, shareholders, agents, Personnel and representatives from and against any and all Damages arising out of or related to any third-party Claim that arises out of or results from (i) any allegation that any of the Services and/or Deliverables violate the Proprietary Rights of any third party; (ii) any breach by Supplier of this Agreement; (iii) Supplier's performance of or failure or alleged failure to perform any of its obligations to its Personnel or third parties (including any Authorities such as taxing Authorities) arising in connection with this Agreement; (iv) any bodily injuries or death to persons, or damage to real property or tangible personal property, which arises out of the acts or omissions of Supplier; and/or (v) any Claims made by Supplier Contractor/Agents against Customer. The foregoing indemnity shall not be limited in any manner by any insurance coverage maintained by Supplier, any labor, workers' compensation or similar statute applicable to Supplier or any limits on liability on the type of damages with respect thereto.

(b) Customer shall promptly notify Supplier of any Claim giving rise to a claim for indemnification under this Section 9 and shall give Supplier a reasonable opportunity to defend the same at its own expense and with its own counsel, selected in consultation with Customer, provided that (i) Customer shall at all times have the right to participate in such defense at its own expense and with its own counsel, (ii) any delay or failure of Customer to provide notice of a Claim will not be deemed a breach by Customer of this Agreement and will not relieve Supplier of its obligations under this Section 9 except to the extent that Supplier's defense of the Claim is materially prejudiced thereby; and (c) Supplier shall not settle the Claim without Customer's prior written approval. If, within a reasonable time after receipt of notice of a Claim, Supplier fails to undertake to so defend, Customer shall have the right, but not the

obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Claim for the account and at the risk and expense of Supplier. Customer shall make available to Supplier, at Supplier's expense, such information and assistance as Supplier may reasonably request in connection with the defense of the Claim.

11. Infringement

(a) Supplier shall provide Customer with an Infringement Notification promptly upon becoming aware that a Claim has been made or is likely to be made that the Services and/or Deliverables infringe on a third-party's Proprietary Rights. Without limiting any of Supplier's indemnity obligations hereunder, after Supplier provides or receives an Infringement Notification, Supplier shall, at its cost and expense and at Customer's option, (i) with respect to the applicable Services and/or Deliverable(s), use commercially reasonable efforts to procure for Customer the right to continue to use the applicable Services and/or Deliverables in accordance with Section 6 of this Agreement; (ii) with respect to the applicable Services and/or Deliverable(s), use commercially reasonable efforts to replace or modify such Services and/or Deliverable(s) so that they are non-infringing and functionally equivalent with the Services and/or Deliverable(s) identified in the Statement(s) of Work; (iii) with respect to a Deliverable, request return of the subject Deliverable; or (iv) after attempting in good faith and failing to accomplish the workarounds in clauses (i) and (ii) above with respect to the applicable Services, discontinue performing such Services.

(b) If, despite Supplier's commercially reasonable efforts, Supplier is unable to accomplish the workaround Customer selected (i.e., (i), (ii), (iii) or (iv)) within thirty (30) days after Supplier provides or receives an Infringement Notification, Mars shall have the right to terminate this Agreement or applicable Statement of Work, whichever it so chooses, effective immediately upon notice to Supplier. If Mars terminates this Agreement or the applicable Statement of Work, Supplier shall promptly refund to Mars any Fees prepaid by Mars for the applicable Deliverable(s) or the Services if the Fees are specifically set forth in the Purchase Order for such Deliverable(s) or Services only or, if not so specifically set forth, in an amount that the Parties mutually determine in writing reasonably corresponds to the applicable Deliverable(s) or Services only.

[GENERAL LEGAL AND RISK CLASSIFICATION]

12. Limitation of Liability

Notwithstanding any other provision of this Agreement, Mars will not be liable to Supplier for any consequential, indirect, incidental, special, or exemplary damages of any kind (including, but not limited to, loss of profits or revenues) incurred by Supplier resulting from or in any way connected with the performance of its obligations under this Agreement, even if advised of the possibility thereof.

[GENERAL RISK CLASSIFICATION]

13. Insurance

(a) Supplier agrees to maintain in full force and effect, at its own expense, such types and amounts of insurance to protect Supplier and Customer from any and all risks, losses, damages, claims, expenses, suits or actions arising out of or relating to this Agreement or the performance of this Agreement, including, but not limited to, workers' compensation, employers' liability, automobile liability, umbrella liability, commercial general liability, product/completed operations coverage, contractual liability coverage, and any other coverage necessary. All insurers will have an AM Best Rating of A-VII or better.

Coverage will be maintained insuring Supplier and Customer against all liabilities including (without limitation) Claims asserted by or on behalf of Supplier's Personnel, invitees, officers, owners, or directors, and will satisfy the minimum limits of liability specified hereinbelow. Supplier's commercial general liability and umbrella insurance policies will include contractual liability and will cover all defense costs, including, but not limited to, attorneys' fees, court costs, and all other costs and expenses. It is understood and agreed that any insurance limits will not be construed as a limitation on Supplier's liability or Supplier's indemnification obligations hereunder. To the fullest extent permitted by law, all insurance policies maintained by Supplier in accordance with the above and any other insurance maintained applicable to performance hereunder (except workers' compensation) will include Customer (i.e. Mars and its Affiliates) and each Customer Contractor/Agent, and their respective divisions, subsidiaries, parent and Affiliates, and each of their respective owners, shareholders, officers, directors, and Personnel as an "additional insured" in connection with this Agreement, and each policy will provide a waiver of subrogation with respect to any claim against Customer or any Customer Contractor/Agent. Each policy (except workers' compensation) will include cross-liability coverage as provided under standard ISO "separation of insureds" clause. Customer will not be deemed to fall within the definition of "an Insured" for purposes of any damage, loss, bodily injury or death to employee exclusions that may exist within Supplier's policies. All insurance maintained by Supplier will be primary to, and not contributory with, any which may otherwise be available to Customer. Nothing contained in this Section will be construed to affect or limit in any way any rights or obligations of either Party under any other provision of this Agreement. Supplier will be responsible for paying any deductible and self-insured retention required under the above-described insurance policies.

(b) Supplier will provide a certificate of insurance as evidence of all insurance policies satisfying the terms and minimum limits specified herein. Supplier will cause its insurer(s) to provide at least thirty (30) days' prior written notice to Customer of cancellation of, or any material change in, coverage and each policy will provide for such notice.

(c) If at any time Supplier fails to obtain insurance (or provide proof of insurance) in accordance with this Agreement, or as otherwise required by Customer, Customer may obtain the coverage specified in this Agreement and charge all associated premiums and costs to Supplier. Supplier will reimburse Customer the cost thereof within fifteen (15) days of receipt of an invoice therefor from Customer.

(d) Supplier agrees to maintain the following minimum limits of insurance with respect to, but not limited to, the coverages required hereunder:

(i) Workers' Compensation and Employers' Liability:

Limits:

(1) Workers' Compensation: Statutory Limits

(2) Employers' Liability: \$2,000,000

(ii) Commercial General Liability: (Commercial General Liability Form ISO 1998 or later, including Contractual Liability, and Products and Completed Operations on an occurrence form for bodily injury and personal injury or property damage):

Limits:

- (1) Bodily Injury & Property Damage
per occurrence: \$2,000,000
- (2) Personal Injury & Advertising Injury
per occurrence: \$2,000,000
- (3) Products/Completed Operations Aggregate: \$2,000,000
- (4) General Aggregate per location: \$2,000,000

(iii) Automobile Liability: Liability coverage for any auto whether owned, rented, hired, borrowed or nonowned by Supplier:

Limits:

- (1) Combined Single Limit per occurrence: \$2,000,000
- (2) Personal Injury Protection (in applicable states): Statutory

(iv) Umbrella Liability: Liability coverage attaching excess of Commercial General Liability, Automobile Liability, and Employers' Liability policies:

Limits:

- (1) Per Occurrence: \$5,000,000

(v) Errors and Omissions

Limits:

- (1) Per Occurrence: \$5,000,000
- (2) Minimum Annual Aggregate: \$5,000,000, inclusive of legal defense costs.

Supplier will cause any Supplier Contractor/ Agents to add Supplier, Customer (i.e. Mars and its Affiliates) and each Customer Contractor/ Agent, and their respective divisions, subsidiaries, parent and Affiliates, and each of their respective owners, shareholders, officers, directors, and Personnel as "additional insureds" under each policy. Supplier will cause any Supplier Contractor/ Agents to issue certificates of insurance indicating compliance with all insurance terms coverages and conditions specified in this Agreement, and will be responsible for ensuring that all such Supplier Contractor/Agents (i) comply with the requirements set forth above, and (ii) maintain such required coverage with respect to their work under this Agreement.

14. Key Personnel and Other Supplier Personnel

(a) With respect to a particular Statement of Work, Customer may designate to Supplier in that Statement of Work certain Supplier Personnel and/or certain job functions as Key Personnel. For example, if Customer designates the job function of a software programmer as a Key Person, Supplier must retain a software programmer to perform Supplier's obligations under the applicable Statement of Work at all times. Supplier's obligations under this Agreement shall be performed by such Key Personnel and other qualified

and skilled Supplier Personnel. Unless otherwise agreed to by the Parties in writing, the Key Personnel designated for performance of Supplier's obligations under the first Statement of Work to be entered into by the Parties will also be designated as the Key Personnel for performance of Supplier's obligations under the subsequent Statement of Work to be entered into by the Parties. Should any person that is a Key Person cease to be employed or engaged by Supplier during the SOW Term of any Statement of Work, Supplier shall without undue delay replace such Key Personnel with another individual approved by Customer (which approval shall not be unreasonably withheld) sufficiently qualified and no less skilled, who shall also be deemed a Key Person.

(b) Upon Customer's request, Supplier shall exclude from performance of Supplier's obligations under a Statement of Work any Supplier Personnel who, in Customer's sole discretion, is engaged in improper conduct or is not qualified to perform Supplier's obligations under such Statement of Work. Notwithstanding the foregoing, Customer's failure to reject any of Supplier's Personnel pursuant to the prior sentence shall not obviate Supplier's obligations to ensure that its Personnel are qualified to perform Supplier's obligations under this Agreement. Supplier agrees not to replace or reassign any of its Supplier Personnel assigned to perform its obligations under a Statement of Work during the SOW Term of the applicable Statement of Work without the prior written consent of Customer except in the case of leave of absence, disability, illness, termination, or death or pursuant to Supplier's legal obligation to replace or reassign its Supplier Personnel. With respect to any of Supplier's Personnel (including any Key Personnel), under no circumstances shall Customer be charged for the time required to train any replacement.

(c) Supplier agrees that Customer has the exclusive right to establish policies regarding the conduct of persons on its premises, including but not limited to policies regarding the admission and exclusion of persons to or from those premises. Customer shall have the right to vary or amend those policies from time to time, in its sole reasonable discretion. If Supplier's Personnel violate any of those policies, Customer may deny or restrict access to Customer's premises to such Personnel and Mars may terminate this Agreement or the applicable Statement of Work and its associated Purchase Order, whichever it so chooses.

[GENERAL LEGAL CLASSIFICATION]

15. Anti-Corruption

A. Supplier must comply with all laws, rules, and regulations that prohibit bribery, corruption, money laundering, and other corrupt business practices, including laws that specifically regulate transfers of value to officers or employees of a government agency or entity, political parties and candidates for public office, public international organizations, and anyone acting for or on behalf of the foregoing ("Government Officials"). In addition:

1. In connection with this Agreement, Supplier must not, directly or indirectly, offer, give, pay, promise to pay, or authorize the payment of any money or any gift, gratuity, favor, loan, tickets to entertainment or sporting events, transportation, lodging, or anything else of value to:

- a) any Government Official, except as may be permitted by applicable law;
- b) any officer, director, employee, agent, or representative of any other Supplier or organization, without that Supplier's or organization's knowledge and consent, with the intent to secure an

improper advantage, or to improperly influence the recipient's action with respect to his or her Supplier's or organization's business, or to induce the recipient to violate a duty of loyalty to his or her employer.

B. Supplier is responsible for understanding when its activities may legally be considered lobbying in a particular jurisdiction and complying with all applicable laws. Government relations consultants or lobbyists retained by Supplier may not lobby on behalf of Customer except pursuant to a separate written agreement with Customer.

C. Supplier may not, either directly or indirectly, make or solicit a political contribution on behalf of Customer or any of its Affiliates to a Government Official or his or her campaign committee, a candidate for public office or his or her campaign committee, a political party, or any other political organization. Supplier may not use Customer's offices, equipment, or other property in connection with political fundraising or other political activity.

D. If Supplier learns of any conduct of any Supplier Personnel or of any director, officer, employee, subcontractor, representative, or agent of the Supplier or an Affiliate which could constitute bribery or corruption, a violation of the requirements in Sub-section A above, or a violation of any government ethics, lobbying or campaign finance laws, or if Supplier suspects that such conduct may have occurred, Supplier must promptly notify Customer.

E. No portion of Supplier's compensation, reimbursement or any other benefit hereunder may be used to violate any law or be corruptly paid, offered or promised to any Government Official or any other person for the purpose of influencing the recipient's action in any way.

F. To avoid any appearance of impropriety, Supplier may not represent any foreign government or Government Official with which Supplier interacts as an advisor to Customer, unless Customer consents beforehand.

G. Supplier must keep books and records that accurately describe in detail all Services for which Customer pays Supplier, and expenditures for which Supplier seeks reimbursement from Customer or that otherwise are related to this Agreement.

H. Customer may terminate this Agreement or suspend payments to Supplier upon discovery or reasonable suspicion of violations of any anti-corruption law, the requirements of Sub-section A above, or any government ethics, lobbying, or campaign finance law. Upon any such termination, Mars will not pay any unbilled amounts except for lawful Services already performed to the extent that such payment will not violate any law.

I. Customer may at any time disclose the existence and terms of this Agreement, including Supplier's identity and compensation, to any government or government agency Customer determines has a legitimate need for such information and such a disclosure shall not constitute a breach of the non-disclosure or confidentiality provisions of this Agreement.

[GENERAL LEGAL CLASSIFICATION]

16. Export Controls & Economic Sanctions

(a) Supplier must comply with all Applicable Law that apply to Export controls and Economic Sanctions, including but not limited to the following requirements:

(i) Supplier must comply in all material respects with all applicable provisions of United States and foreign Export controls and Economic Sanctions laws and regulations including but not limited to the Economic Sanctions regulations and guidelines administered by the U.S. Department of Treasury, Office of Foreign Assets Control and restrictions against dealings with certain prohibited, debarred, denied or specially designated entities or individuals under statutes, regulations, orders, and decrees of various agencies of the United States government, and the Export laws of the other countries where it conducts business; and

(ii) Supplier represents and warrants that: (1) Supplier is not located in, and shall not Export or Reexport any products to or from any country that is subject to U.S. or foreign Export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan and Syria); (2) Supplier shall not use any products in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, sounding rockets or unmanned air vehicle systems; (3) Supplier is not a Prohibited Person, defined as any person or entity (i) included on any list (promulgated by any Government) of prohibited persons or denied parties determined to be affiliated with certain regimes or otherwise involved in narcotics trafficking, terrorism, weapons proliferation, or other activities; (ii) owned or controlled by, or acting for or on behalf of, any party described in clause (1); (iii) with whom any lender is prohibited from dealing or otherwise engaging in any transaction; or (iv) affiliated with any party described in clauses (1)-(3); (4) Supplier is not conducting any business or engaging in any transaction or dealing with any Prohibited Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; and (5) Supplier is not prohibited from participating in Export transactions by any Authority.

(b) If Supplier learns of any conduct of any Supplier Personnel or of any Personnel of an Affiliate of Supplier which constitutes a violation of any Applicable Law, including, but not limited to Applicable Law relating to Export controls or Economic Sanctions laws, or if Supplier suspects such conduct, Supplier must immediately notify Customer.

(c) On each invoice that Supplier submits to Mars, Supplier must include a certification satisfactory to Mars that Supplier has complied with all Applicable Law relating to Export controls and Economic Sanctions, in connection with, as applicable, providing and/or licensing the Services and/or Deliverables during the Term.

(d) Mars may terminate this Agreement or a Statement of Work, whichever it so chooses, or suspend payments to Supplier upon discovery or reasonable suspicion of violations of any Applicable Law relating to Export controls or Economic Sanctions. Upon any such termination, Mars shall only be obligated to pay Fees for, as applicable, Services and/or Deliverables provided and/or licensed prior to the date of termination to the extent that such payment will not violate any Applicable Law.

(e) Supplier grants Mars the unrestricted right to take reasonable steps to verify Supplier's compliance with Applicable Law relating to Export controls and Economic Sanctions, including an audit by Mars or a third party chosen by Mars in accordance with Section 5. Supplier must fully cooperate in any such audit at its cost and expense.

(f) Notwithstanding anything to the contrary in this Agreement, Customer may at any time disclose the existence and terms of this Agreement, including Supplier's identity and compensation, to any Authority Customer determines has a legitimate need for such information.

17. General/Miscellaneous

(a) Amendment. No amendment of this Agreement, including any amendment or change order to a Statement of Work, will be valid or binding unless in writing and duly signed by each Party.

(b) Assignment and Successors. Supplier may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Mars. Any purported assignment or delegation not in accordance with this Section 16(b) will be deemed null and void from inception. Subject to the foregoing restriction, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Without limiting any of Supplier's other obligations under this Agreement, Supplier shall ensure that any of its direct or indirect permitted successors or permitted assigns agree in writing to be bound by Supplier's indemnification obligations under Section 9, including in the event that such successor or assign is a "transferee" as defined in European Directive 2001/23/EC of 12 March 2001 regarding transfers of undertakings (as amended) or in the event that such successor or assign is subject to legislation similar to European Directive 2001/23/EC of 12 March 2001 (as amended).

(c) Conflicting Terms.

(i) Except as expressly set forth in this Agreement, in the event of any conflict between the terms and conditions contained in the Main Terms and Conditions and any other document, including any Local Participation Agreement, the provisions of this Agreement will control and prevail. For the avoidance of doubt and notwithstanding anything to the contrary contained in a Purchase Order, in the event of any conflict between the terms and conditions of this Agreement (exclusive of a Purchase Order) and the terms and conditions of a Purchase Order, the terms and conditions of this Agreement (exclusive of the applicable Purchase Order) will be deemed to control and prevail. In no event will the terms and conditions of a Purchase Order be deemed to override, supersede or amend the terms and conditions of this Agreement (exclusive of the applicable Purchase Order).

(ii) Notwithstanding the foregoing, in the event of any conflict between the Main Terms and Conditions and a Statement of Work, the applicable terms and conditions of the Main Terms and Conditions will be deemed to control and prevail unless the Statement of Work specifically identifies the section of the Main Terms and Conditions over which the provision in the applicable Statement of Work is to control and prevail, in which event the applicable provision of that Statement of Work will be deemed to control and prevail with respect to that Statement of Work only.

(d) Construction. The provisions of this Agreement have been negotiated in good faith by the Parties. Each Party acknowledges that it has had ample time to seek competent legal or other counsel regarding the terms and conditions of this Agreement and that it fully understands and accepts all of the terms and conditions herein. The headings in this Agreement have been added for the convenience of the Parties and are not to be deemed part of this Agreement. The terms of this Agreement were mutually negotiated and shall not be construed either in favor or against either of the Parties by virtue of a Party's involvement in preparing or reviewing this Agreement.

(e) Contractor/Agents. Notwithstanding anything to the contrary contained in this Agreement, Supplier shall not subcontract or delegate any portion of its obligations under this Agreement, including under any Statement of Work, to any Supplier Contractor/Agents, or otherwise permit any Supplier Contractor/Agents to perform any of Supplier's obligations under this Agreement, without the prior written approval of Customer in each instance. Supplier shall ensure and hereby represents that any and all Supplier Contractor/Agents shall comply with the applicable provisions of this Agreement. Subcontracting or delegation of any portion of Supplier's obligations under this Agreement shall not relieve Supplier from

any of its obligations under this Agreement and Supplier will remain fully responsible for any and all such subcontracted or delegated obligations, and for the acts and omissions of its Supplier Contractor/Agents. For the avoidance of doubt, Customer and Customer's Personnel are not considered to be Supplier Contractor/Agents. Customer shall have the right to subcontract or delegate any portion of its obligations under this Agreement including under any Statement of Work, to any Customer Contractor/Agents, or otherwise permit any Customer Contractor/Agents to perform any of Customer's obligations under this Agreement, without the prior written approval of Supplier.

(f) Counterparts. This Agreement may be executed in any number of counterparts, all of which together constitute a single agreement. Executed counterparts transmitted by facsimile or electronic means are considered original documents. This Agreement may be executed by means of electronic signature if (a) the law governing this Agreement allows for execution by means of electronic signature and (b) the means of electronic signature by which this Agreement is executed satisfy in all material respects all requirements of the law governing this Agreement ensuring the legality, validity and binding effect of this Agreement."

(g) Currency. All references in this Agreement to a currency amount, value or payment will be deemed to refer to United States Dollars. Notwithstanding the foregoing, if Supplier is organized in a country other than the United States or if the Services and/or Deliverables are being provided to Customer in a country other than the United States, Customer and Supplier may mutually agree in writing to convert a currency amount, value or payment referenced in this Agreement in United States Dollars (including a Statement of Work or Purchase Order) into the equivalent local currency amount.

(h) Dispute Resolution. In the event of any dispute between the Parties arising hereunder, each Party will use commercially reasonable efforts to amicably resolve such dispute prior to seeking redress through formal legal action, provided, that actions by either Party seeking equitable or declaratory relief may be brought in court pursuant to Section 16(l).

(i) Entire Agreement. This Agreement, including any Attachments, Appendices, and Exhibits attached hereto, Statements of Work, Purchase Orders and Local Participation Agreements, constitutes the entire understanding of the Parties with respect to its subject matter and supersedes all prior or contemporaneous negotiations and understandings between them concerning such subject matter, whether written or oral; provided, however, any confidentiality or non-disclosure provision set forth in any documents used by Customer as part of its procurement process (including a "Request for Proposal") or, in a separate confidentiality or non-disclosure agreement, between the Parties shall not be superseded by this Agreement except to the extent conflicting with the provisions of Section 8 of this Agreement, in which case the provisions of Section 8 shall govern to the extent (but only to the extent) of the conflict.

(j) Financial Statements. Supplier agrees to provide audited and unaudited financial statements of itself and of all its Affiliates to Customer upon Customer's request. Any financial statements provided by Supplier to Customer (including any financial statements of Supplier's Affiliates) shall be deemed Confidential Information of Supplier, unless such financial statements are publicly available.

(k) Force Majeure. Each Party will promptly notify the other Party upon becoming aware that a Force Majeure Event has occurred or is likely to occur and will use its reasonable commercial efforts to minimize any resulting delay in or interference with the performance of its obligations hereunder. Subject to the foregoing, neither Party will be liable for any delay resulting from a Force Majeure Event and relevant performance dates will be extended to the extent of any such delay.

[GENERAL LEGAL CLASSIFICATION]

(l) Governing Law and Jurisdiction. This Agreement will be governed exclusively by, and enforced in accordance with, the internal laws of the State of Delaware, without regard to its conflict of laws rules. Each Party hereby (i) submits to the exclusive jurisdiction of courts of the State of Delaware over any disputes under this Agreement, (ii) waives any objection to such jurisdiction, and (ii) if such rights exist, waives its right to a jury trial in any dispute arising under this Agreement.

(m) Independent Contractor.

(i) This Agreement does not create an employer-employee, agency, joint venture, partnership, co-employment or similar relationship between the Parties. Each Party will act solely as an independent contractor, and neither Party will have the right to bind or represent the other Party in any way. Except as otherwise expressly provided in this Agreement, Supplier will supply, at its own expense, and be responsible for, all facilities, equipment, supplies and Personnel necessary to meet its obligations under this Agreement.

(ii) The Parties agree that Supplier has the right to control and direct the methods by which its Personnel perform Supplier's obligations under this Agreement, and is fully responsible for supervising all of its Personnel. Supplier shall be responsible for resolving all of its Personnel's grievances, disputes, and other issues resulting from or relating to their employment or affiliation, as the case may be, with Supplier.

(iii) Supplier's Personnel shall not participate in benefits of any sort which Customer may offer to its employees. Supplier shall pay all ordinary and necessary business and travel expenses of its Personnel, except to the extent any applicable Purchase Order provides for Customer reimbursement, which Supplier shall claim by submitting its own expense vouchers.

(n) Notices. All notices required under this Agreement must be in writing by means capable of recording delivery and shall be deemed to have been duly given on the earlier of actual receipt or (i) time of delivery, if delivered by registered mail, Federal Express, UPS or other express courier service during the normal business hours of the recipient; or (ii) time of sending, if transmitted by written telecommunication (subject to confirmation of receipt in complete legible form) during normal business hours of the recipient; and in each case addressed as set forth below:

To Supplier:

Verterim, Inc
Attention: General Counsel
9 Queen Anne Road
Hopkinton, MA 01748
Facsimile: (508) 425 - 2427
Email: contracts@verterim.com

To Customer:

Mars Information Services, Inc.
Attention: Commercial Department
100 International Drive
Mount Olive, NJ 07828
Telephone: (973) 691-3500
Fax: (973) 691-3820

(o) Remedies. All remedies relating to this Agreement are cumulative and in addition to any legal or equitable remedy otherwise available to the Parties.

(p) Severability. If any court of competent jurisdiction or other Authority holds that any provision of this Agreement is invalid or unenforceable for any reason, (i) the validity and enforceability

of the remaining provisions of this Agreement will not be affected or impaired, and all remaining terms of this Agreement shall remain in full force and effect, and (ii) to the extent possible, the Parties will replace the invalid provision with a new legally valid provision to achieve the purpose of the invalid provision.

(q) Survival. The provisions of this Agreement that by their nature are continuing shall continue in full force and effect and shall bind the Parties beyond any termination or expiration of this Agreement, including, without limitation, the following: Sections General/ Miscellaneous (Section 16), Representations and Warranties (Section 6), Indemnification (Section 10), Intellectual Property (Section 7), Effect of Termination (Section 8(c)), Confidential Information (Section 9), Limitation of Liability (Section 12), Audit (Section 5) and Appendices A, B and C, Exhibit A and Attachment 1 of this Agreement.

(r) Third-Party Beneficiaries. Each Affiliate of Mars identified in a Statement of Work will be deemed a third party beneficiary of this Agreement. Except as otherwise set forth in this Agreement, nothing in this Agreement is intended to or shall create any right enforceable by any other third party or person not a party to this Agreement. For the avoidance of doubt, no Affiliate of Mars nor any of its successors, assigns, Affiliates (except Mars) or subsidiaries or any of their respective members, managers, directors, officers, shareholders, agents, employees or representatives shall have any liability for any damages of any kind under, arising out of or in connection with this Agreement, and Supplier irrevocably and forever waives and disclaims all rights that Supplier might otherwise have, whether at law or in equity, to bring any claim or action of any kind against the applicable Affiliate of Mars or any of its successors, assigns, Affiliates (except Mars) or subsidiaries or any of their respective members, managers, directors, officers, shareholders, agents, employees or representatives under, arising out of or in connection with this Agreement.

(s) Waiver. No waiver of any rights arising from a breach of any obligations under this Agreement shall be effective unless it is in writing and signed by the waiving Party. Any such waiver is not to be deemed a continuing waiver of any other breach or default in the performance of any of the same or other obligations hereunder. Failure of any Party to insist on specific performance of this Agreement shall not constitute a waiver of rights hereunder.

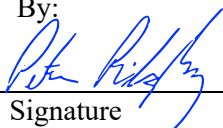
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused their duly-authorized representatives to sign this Agreement on their behalf on the dates indicated below:

Verterim, Inc
9 Queen Anne Road
Hopkinton, MA 01748

Mars Information Services, Inc.
100 International Drive
Mt. Olive, New Jersey 07828-1808

By:



Signature

Peter Ridgley

Peter Ridgley

President

9/11/2019

Date

By:

Signature

Typed Name

Commercial Manager

Date

[SIGNATURE PAGE]

APPENDIX A
RULES FOR SUPPLIER PERSONNEL

1. Definitions:

Whenever the term below is used in this Appendix A, it shall be defined as follows:

“Rules” means the rules set forth in this Appendix A, including as the same may be amended, replaced or superseded by Customer in its sole discretion during the Term.

2. Customer Rules

(a) Nature of These Rules. The following Rules shall apply to all Supplier Personnel performing obligations under this Agreement.

(b) Obligations of Supplier. While these Rules are intended to govern individual Supplier Personnel who may have access to Customer’s Computer Systems, it is the contractual obligation of Supplier to ensure that its Personnel abide by these Rules, and Customer reserves the right to consider any violation of these Rules to constitute a breach of the Agreement.

(c) Right to Restrict Supplier Employees. If, at any time and for any reason, Customer, in its sole discretion, believes that any Supplier Personnel has compromised its security standards, or has failed to comply strictly with these Rules, Customer shall have the right to immediately restrict such Supplier Personnel from entering its premises, and Mars shall have the right to terminate the Agreement or applicable Statement of Work, whichever it so chooses.

(d) New Rules. If Customer adopts new Rules and Supplier is not in compliance with these new Rules, Customer shall have the right to withdraw all remote access to Customer’s Computer Systems granted to Supplier Personnel, and Mars shall have the right to terminate the Agreement or a Statement of Work, whichever it so chooses.

3. On Premises Conduct

Supplier shall be responsible for compliance with all policies and procedures applicable to each local premises of Customer visited by any Supplier Personnel, as such local policies and procedures may be changed by Customer from time to time in its sole discretion.

4. Business Ethics

(a) Responsibilities. The success and reputation of Customer are built on observance of sound ethical principles, demanding the highest level of personal integrity from all Supplier Personnel. All Supplier Personnel must conduct themselves in a manner which will maintain the highest quality for our products, the best service to our customers and consumers, the safety of and respect for Supplier Personnel, the protection of our assets, the integrity of our business relationships, and responsibility to our community and society. The application of common sense, logic, and the basic standards of behavior expected in our society should guide Supplier Personnel in their determination of the correct course of action in conducting their daily business. While it is impractical to cover every potential issue, below are some basic guidelines to assist Supplier Personnel in these areas.

(b) Highest Quality Products. All Supplier Personnel have responsibility for ensuring that there are no compromises to the highest standards of product quality.

(c) Service to Our Customers/Consumers. Our business and livelihood depend upon our customers and our consumers. All Supplier Personnel are responsible for ensuring that any contact with our customers and the public reflects professionalism, efficiency, mutuality, honesty, and constant striving to provide service and high quality products at good value for money.

(d) Safety of and Respect for Supplier Personnel. All Supplier Personnel are to ensure that their conduct does not place their own personal safety or the safety of others in jeopardy. This includes following established safety procedures and making recommendations for changes when they are needed. In all circumstances, including when traveling in connection with Supplier Personnel's performance under this Agreement, all Supplier Personnel are to conduct themselves in a professional, mature, and responsible manner at all times. In conducting their duties under this Agreement, Supplier Personnel are to ensure there is no compromise of their personal safety or integrity. Supplier employees should treat each other with respect, courtesy, and decency. Disparagement, harassment, and negative comments regarding Supplier Personnel, or business contacts are inconsistent with this principle.

(e) Protection of Customer Assets. All Supplier Personnel are responsible for the protection and wise stewardship of our assets. This includes being responsible for the establishment of and adherence to procedures that ensure that our assets are not put in jeopardy or used wastefully. Whether, for example, it is responsibility for effective fire safety practices, efficient plant and office maintenance, security/protection of Confidential Information or proprietary information, or effective financial/expense control procedures, all Supplier Personnel should use our resources with efficiency, honesty, and the highest standards of care.

(f) Integrity of Our Business Relationships. Our reputation depends not only on our high quality products, but also on the manner in which we conduct our relationships with suppliers, government officials, organizations, and others outside of our organization. All Supplier Personnel are to ensure that their conduct does not provide or give the appearance of providing them with personal gain at our expense or the expense of an external business contact. The giving and receiving of gifts and gratuities between Supplier Personnel and other outside business acquaintances creates potential conflict of interest and is, therefore, unacceptable. This also includes accepting favors such as dinners and entertainment which do not serve a direct business purpose. Supplier Personnel will not accept payment for the cost of business dinners or lunches for external business contacts, nor will Supplier Personnel pay these expenses for others.

APPENDIX B

SECURITY RULES

1. DEFINITIONS

Whenever the terms below are used in this Appendix B, they shall be defined as follows:

“Customer ID” means the personnel security identification, whether physical or electronic, issued by Customer to Supplier Personnel.

“Customer Password” means any confidential security password issued by Customer to Supplier Personnel for purposes of gaining access to the Customer’s Computer Systems.

“Customer Security Standards” means all Customer security measures, policies, and procedures, whether in force at the time of execution of this Security Agreement or created and enacted during the Term, including the security rules set forth in this Appendix B.

“E-Mail” means Customer’s electronic mail system.

2. GENERAL

When performing Supplier’s obligations under a Statement of Work, Supplier acknowledges and agrees that it will comply, and that it will ensure that all Supplier Personnel comply, with Customer Security Standards, whether in force at the time of execution of the Agreement, or created and enacted during the Term.

3. COMPUTER SYSTEMS SECURITY MEASURES

(a) Access

In performing Supplier’s obligations under a Statement of Work, Supplier shall take all reasonable efforts to protect Customer’s Computer Systems from any unauthorized access by Supplier Personnel or any third party.

(b) Internet Security Policy

In performing Supplier’s obligations under a Statement of Work, Supplier Personnel shall not use Customer’s access to the Internet unless specifically granted permission to do so, in writing, by Customer. All Supplier Personnel requiring access to the Internet shall be required to read, acknowledge compliance with, and sign the Mars Incorporated Contractor Electronic Communications and Information Policy Statement (*see* Attachment 1) prior to being granted access. Supplier Personnel granted such permission shall not use Customer’s Internet access for personal, social, or recreational purposes, and shall not access any Internet sites that are not essential to performance of Supplier’s obligations under a Statement of Work. Customer reserves the right to audit and examine any Internet use by Supplier Personnel to ensure compliance with this Appendix B. In the event Supplier Personnel fail to comply with the Mars Incorporated Contractor Electronic Communications and Information Policy Statement, their access to the Internet will be denied. In the event of flagrant or repeated violations, Mars has the right to terminate the Agreement or a Statement of Work and its associated Purchase Order, whichever it so chooses.

(c) E-Mail and Intranet Security Policy

In performing Supplier's obligations under a Statement of Work, Supplier Personnel shall not use the E-mail or Intranet system unless specifically granted permission to do so, in writing, by Customer. All Supplier Personnel requiring access to the E-mail or Intranet system shall be required to read, acknowledge compliance with, and sign the Mars Incorporated Contractor Electronic Communications and Information Policy Statement prior to being granted access. Supplier Personnel granted such permission shall not use the E-mail or Intranet system for personal, social, or recreational purposes. Supplier acknowledges that Customer has the right to access any and all E-Mail communications sent or received on or through Customer's Computer Systems, and that all such E-Mail is the exclusive property of Customer. In the event Supplier Personnel fail to comply with the Mars Incorporated Contractor Electronic Communications and Information Policy Statement, their access to the E-mail or Intranet system will be denied. In the event of flagrant or repeated violations, Mars has the right to terminate the Agreement or a Statement of Work and its associated Purchase Order, whichever it so chooses.

(d) Disabling Devices

Supplier Personnel shall not create defects, errors, nonconformities, or malfunctions in Customer's Computer Systems, nor will Supplier or Supplier Personnel program or re-program any computer or software to become inoperable in whole or in part, or to malfunction, at any time or for any reason, including, by way of example, the use of devices such as "Time Bombs" and "Trojan Horses."

(e) Use of Approved Software Only

Only computer programs purchased through Customer's Commercial Department may be installed or run on Customer's Computer Systems. Software demonstrations shall not be operated on Customer's Computer Systems without the express written permission of Customer. All computer programs used by Supplier Personnel in performing Supplier's obligations under a Statement of Work must be properly registered and licensed for use by Supplier.

4. INFORMATION AND DATA SECURITY

(a) Access of Supplier Personnel

To the extent Supplier has possession of or access to Customer Data, Supplier shall have in place and shall maintain safeguards against any breach of security or unauthorized access by Supplier Personnel or any third party to any Customer Data, regardless of whether such Customer Data is Confidential Information or proprietary information.

(b) Customer Property

Any Customer Data, whether provided to Supplier by Customer, or created for Customer by Supplier, is and shall remain the property of Customer.

(c) Data Backup

Customer shall have the right, at its own expense, to establish backup security for all data Processed pursuant to this Agreement (including, Customer Data), and to keep such backup data and data files in its possession. Supplier shall have access to such backup data and data files as is reasonably required in order to perform Supplier's obligations under a Statement of Work.

(d) Data Regeneration

At Customer's election, either Customer or Supplier shall, at Supplier's expense, promptly regenerate, from Customer's machine-readable supporting material, any Customer Data lost or damaged due to Supplier's error, negligence or willful misconduct.

(e) Erasure or Return of Customer Data

Upon termination of the Agreement, for any reason, Customer shall have the right to request: (1) that Supplier return any Customer Data in its possession to Customer, or (2) that Supplier destroy or erase any such Customer Data in its possession from Supplier's computer systems and certify the destruction or erasure to Customer. Upon Supplier's receipt of written notice from Customer regarding the return, destruction or erasure of Customer Data, Supplier will promptly comply with such notice.

(f) Malware and Vulnerabilities

(i) To the extent Supplier is given or gains access to Customer's Computer Systems, Supplier will use commercially reasonable efforts to protect against Malware. Supplier will be responsible for Malware introduced into Customer's Computer Systems by Supplier. In the event Malware is found to have been introduced into Customer's Computer Systems by Supplier, Supplier shall, upon the receipt of written approval of Customer, promptly take the necessary action at its own expense to remove the Malware and to promptly regenerate or restore, or cause to be regenerated or restored, any Customer Data or applications that may have been lost or damaged as a result of the Malware.

(ii) Supplier will use commercially reasonable efforts to protect Supplier's Computer Systems against vulnerabilities to Vulnerabilities and prevent such vulnerabilities from resulting in Data Security Breaches (including implementing and adhering to the Supplier Digital Security Strategy referenced below). In addition, at Customer's election, either Customer or Supplier shall, at Supplier's expense, promptly regenerate or cause to be regenerated any Customer Data (irrespective of where originally stored) or applications which may have been lost or damaged due to Vulnerabilities or Supplier's error, negligence or willful misconduct.

(iii) Supplier shall establish and throughout the Term maintain and comply with its Supplier Digital Security Strategy, which it shall review and update in accordance with best industry practices at least annually. The Supplier Digital Security Strategy shall include, at a minimum, Supplier's policies and procedures (i) for continuously monitoring Supplier's Vulnerabilities, (ii) for promptly applying appropriate security patches after Malware is found in any of Supplier's Computer Systems or if any of Supplier's Computer Systems are affected by Vulnerabilities, (iii) for enabling data security best practices to mitigate the impact of Malware and Vulnerabilities on Customer's Computer Systems and Customer Data, including datacenter application automation (including automating application of security patches), datacenter orchestration and centralized server management, (iv) for promptly updating to the latest iteration of OpenSSL or any other open source software used by Supplier, if Supplier's Computer Systems utilize open source components or have Vulnerabilities, and (v) for promptly providing written notice to Customer if Supplier knows or reasonably suspects that Malware has been introduced into Customer's Computer Systems or if Supplier's Computer Systems or Customer's Computer Systems are affected by Vulnerabilities, including any recommended actions to mitigate any potential damage to or loss of Customer's Computer Systems and Customer Data caused by or related to such Malware or Vulnerabilities (e.g. changing passwords). Supplier shall provide Customer with a copy of its Supplier Digital Security Strategy promptly after the Effective Date and promptly after each update.

5. SECURITY STANDARDS; PROCEDURES

(a) Identification

Supplier shall be directly responsible for ensuring the proper use of any Customer ID by Supplier Personnel, in accordance with Customer Security Standards. In addition, Supplier agrees to comply, and to ensure that all Supplier Personnel also comply, with the following:

(i) All Supplier Personnel issued a Customer ID shall keep such Customer ID on their persons at all times while on Customer's premises or when performing work for Customer on any third party's premises. Any Supplier Personnel without a Customer ID on their person may be immediately escorted off Customer's premises.

(ii) Supplier Personnel shall maintain control over any Customer ID in their possession at all times.

(iii) Under no circumstances shall Supplier Personnel issued a Customer ID allow use of such Customer ID by any other person, including other Supplier Personnel.

(iv) Under no circumstances shall Supplier duplicate, or attempt to duplicate, any Customer ID.

(v) In the event that any Customer ID is lost or stolen, Supplier shall ensure that such loss or theft is promptly reported to Customer.

(vi) In the event that the employment of any Supplier Personnel to whom a Customer ID has been issued is terminated by Supplier, or any such Supplier Personnel is no longer involved in the performance of Supplier's obligations under a Statement of Work, Supplier shall so notify Customer, and shall collect such individual's Customer ID and promptly return it to Customer.

Upon termination of the Agreement, Supplier shall collect and return all Customer IDs issued by Customer to Supplier Personnel.

(b) Passwords

In the event that Supplier Personnel are granted access to Customer's Computer Systems for the purposes of performance under the Agreement, such Supplier Personnel shall be issued a Customer Password. Supplier shall be directly responsible for ensuring the proper use of all Customer Passwords by Supplier Personnel. In addition, Supplier shall comply, and shall ensure that all Supplier Personnel also comply, with the following:

(i) Supplier Personnel shall keep all individual Customer Passwords secure and strictly confidential, and shall not divulge any Customer Password to anyone or allow the use of any Customer Password by any other person, including other Supplier Personnel, except Supplier Personnel may provide individual Customer Passwords to an authorized representative of Customer if requested by such authorized representative.

(ii) Supplier Personnel shall not (a) write any Customer Password on paper, (b) copy it into computer files, (c) script it pursuant to a logon routine, or (d) document it in any other way that may compromise the security and confidentiality of the Customer Password.

(iii) If the security or confidentiality of any Customer Password is in any way compromised, such compromise shall be reported to Customer immediately.

6. RIGHT TO RESTRICT SUPPLIER PERSONNEL

If, at any time and for any reason, Customer, in its sole discretion, believes that any Supplier Personnel has compromised Customer Security Standards, or has failed to comply strictly with the procedures, policies, and standards set forth in this Agreement, Customer shall have the right to immediately restrict such Supplier Personnel from entering Customer's premises or from performing any of Supplier's obligations under a Statement of Work. In the event of flagrant or repeated violations, Mars has the right to terminate this Agreement or a Statement of Work, whichever it so chooses.

7. RIGHT TO REVISE SECURITY STANDARDS

Customer shall have the right to, in its sole discretion, adopt new Customer Security Standards during the Term. Any new Customer Security Standards shall replace and supersede any existing Customer Security Standards and Supplier shall be obligated to comply with such new Customer Security Standards.

Appendix C

MARS DATA PROCESSING POLICY (THE "POLICY") OVERVIEW

This document sets forth Mars, Inc. and its subsidiaries', including Mars benefits trustees' ("Mars") Policy on the acceptable processing of Personal Data. In particular, it provides detail on the necessary data privacy and security requirements applicable to all suppliers to the extent that they collect, maintain and Process Personal Data. We refer to people covered by this Policy as "Suppliers".

DATA PRIVACY

- Suppliers will comply with Data Privacy Legislation, and use all reasonable endeavors to assist Mars in its own compliance with Data Privacy Legislation. This includes, without limitation, the preparation of necessary notifications, registrations and documentation which Mars may be required to make or enter into in order to comply with Data Privacy Legislation in connection with services provided by Suppliers to Mars.
- Suppliers will not do, or cause or permit to be done, anything in relation to the information provided to or processed by them which may result in a breach by Mars of any applicable laws, regulations, regulatory requirements, or the Data Privacy Legislation.
- Suppliers will only process the Personal Data in accordance with Mars' documented instructions, which may be specific instructions or standing instructions of general application in relation to the performance of their obligations under their agreement(s) with Mars, unless otherwise required by EU or EU Member State law to which a Supplier is subject. In such a case, the Supplier shall inform Mars of that legal requirement before carrying out the required Processing, unless that law prohibits such information on important public interest grounds.
- Suppliers shall put in place measures to ensure that any employees who have access to Personal Data do not process the data except on instructions from Mars, unless required to do so by EU or EU Member State law and that any employees who have access to Personal Data are reliable and have committed themselves to confidentiality.
- Suppliers will adopt all reasonable recommendations which Mars may make concerning measures, programs and procedures to be adopted to ensure ongoing compliance with the data privacy provisions of their agreement(s), including any company policies which Mars may have regarding information security which will be communicated to Suppliers.
- Suppliers will comply with the data transfer commitments set forth in "Privacy Shield Commitments" where applicable.
- Suppliers will not disclose the Personal Data to any other body (including any subcontractor) without Mars' express agreement in writing.
- Suppliers will not transfer Personal Data from the European Economic Area or relating to residents of the European Economic Area to any location outside the European Economic Area unless Mars has consented to such transfer and such transfer complies and continues to comply with the requirements for international data transfers under EU Data Privacy Legislation, or such transfer is required by EU or EU Member State law to which a Supplier is subject. In such a case, the Supplier shall inform Mars of that legal requirement before carrying out the required Processing, unless that law prohibits such information on important public interest grounds.
- Suppliers shall not subcontract any of their duties unless they have obtained Mars' prior express agreement in writing and the subprocessor is subject to a written agreement which is governed by EU Member State law to the extent that the agreement relates to European Personal Data. Any such agreement must impose on the subprocessor the same obligations that are imposed in connection with services provided by Suppliers to Mars, including obligations to allow inspection and audit of their Processing activities. Any consent Mars gives for subcontracting will not relieve

the Supplier of any liability for the performance of their obligations under any agreement in connection with services provided.

- Suppliers shall promptly notify Mars if they receive a request from a Data Subject to have access to Personal Data or exercise any other applicable Data Subject rights, or if they receive any other complaint or request relating to Mars' obligations under the Data Privacy Legislation. Suppliers will assist Mars insofar as possible in responding to any such complaint or request, including, without limitation, where authorised by Mars, by allowing Data Subjects to have access to their Personal Data or to have that Personal Data corrected, deleted, or blocked within the relevant time frames set out by applicable law; by providing Mars with any information Mars request relating to the Processing of Personal Data in connection with services provided by Suppliers to Mars; and by providing Mars with any Personal Data they hold in relation to a Data Subject, if required, in a commonly-used, structured, electronic, and machine-readable format.
- If Mars are required by the Data Privacy Legislation to carry out a Privacy Impact Assessment in relation to the services provided by Suppliers, the Suppliers will provide Mars with such support and information as Mars may reasonably require in carrying out such assessment.
- Suppliers will permit Mars (or their duly authorised representatives or any regulator to which they are subject) to inspect and audit their Processing activities in connection with the services they provide to Mars, (and/or those of any of their agents or subcontractors to whom they have been permitted by Mars to disclose the Personal Data), and comply with all reasonable requests or directions by Mars to enable Mars to verify and/or procure that they are in full compliance with their obligations in connection with services provided by them to Mars.
- Suppliers shall immediately inform Mars if in their opinion one of Mars' instructions infringes data protection provisions of the European Union or an EU Member State. If so requested by Mars at any time, Suppliers shall provide Mars with a copy of the Personal Data or (at our option) destroy it. Upon termination of the provision of services relating to Personal Data, the Suppliers shall delete or return all the Personal Data to Mars and delete any existing copies of the Personal Data, save where applicable law requires that the Supplier retain copies of such data. Where such Personal Data relates to EU residents, the Supplier may only retain copies where they are required to do so by European Union or European Member State law.

SECURITY TECHNICAL AND ORGANISATIONAL MEASURES

Suppliers must at a minimum, implement and maintain appropriate technical and organisational measures to ensure the security and protection of Personal Data, taking into account the nature and sensitivity of the information to be protected, the risk presented by Processing, the state of the art, and the costs of implementation, in compliance with applicable Data Privacy Legislation. Such measures shall include appropriate physical, electronic and procedural safeguards to

- ensure the security and confidentiality of Personal Data;
- protect against any threats or hazards to the security or integrity of Personal Data; and
- prevent unauthorised access to or use of Personal Data.

Without limiting any other obligations in connection with services provided by Suppliers to Mars, and as a minimum standard, Suppliers will comply with the Massachusetts Code of Regulations, 201 CMR Sections 17.00 et seq., as applicable.

Suppliers will keep in force the security measures described in Exhibit A for so long as they are providing services to Mars. Where European Personal Data is processed, Suppliers warrant that such security measures meet the requirements of the applicable Data Privacy Legislation.

Suppliers shall promptly notify Mars of any reason why they cannot or are not likely to be able to comply with the security provisions in this paragraph, in which case Mars shall, at its sole discretion, be entitled to suspend or terminate the provision of any services provided by Suppliers.

DATA SECURITY BREACH NOTIFICATION

Suppliers must immediately notify Mars (security.response@effem.com / privacy@effem.com) if they know, discover or reasonably believe that there has been a Data Security Breach. In the event of a Data Security Breach, Suppliers will:

- immediately investigate, correct, mitigate, remediate and otherwise handle the Data Security Breach, including without limitation, by identifying Personal Data affected by the Data Security Breach and taking sufficient steps to prevent the continuation and recurrence of the Data Security Breach;
- provide information and assistance needed to enable Mars to evaluate the Data Security Breach and, as applicable, provide timely notices disclosing a Data Security Breach and comply with any obligations to provide information on the Data Security Breach to relevant regulators; and
- reimburse Mars for the reasonable expenses that Mars may incur as a result of such Data Breach caused by their acts or omissions or those of any of their authorized subcontractors, including but not limited to, the expenses incurred in investigating the Data Security Breach and notifying affected individuals, and providing these individuals with the support necessary under the circumstances, such as credit monitoring.

EXHIBIT A TO APPENDIX C

LEGAL SECURITY RISK AND DUE DILIGENCE

Security Policies

- Suppliers must have a security policy demonstrating that they are committed to implementing an effective information security framework.
- Suppliers must validate that the security policy is fully implemented within their organizations.
- Suppliers' security policy and management must be compliant with ISO/IEC standards 27001:2005 and 27002:2005 (or equivalent standards). Suppliers' security must be certified by an accredited certification body.
- Suppliers must have a person or department responsible for security management.
- Suppliers must have sufficient resources and facilities made available to ensure security of information.
- Suppliers must have an effective system of recruiting and vetting personnel and training personnel in relation to security responsibilities and disclosure of information.
- Suppliers' staff and contractors must be bound to maintain the confidentiality of all appropriate data including Personal Data pursuant to executed confidentiality obligations, and for Mars data, and must be bound by confidentiality provisions at least as protective as those confidentiality obligations executed by Suppliers who are recipients of Mars data.
- Suppliers must have confidentiality policies in place to support implementation and enforcement of these obligations.
- Suppliers must have data privacy training required for personnel who have access to Personal Data. Suppliers must conduct such training at least annually.
- Suppliers must have an adequate procedure for authenticating the identification of intended recipients of information prior to disclosure.
- Suppliers must have an adequate procedure for authorizing and securing temporary removal of Personal Data.

Physical Security Measures

- Suppliers must require all persons to wear ID badges when on site.
- Suppliers must adequately secure (e.g., have measures been taken to make it resistant to attack) the site(s) where Mars data will be sent to and stored.
- Suppliers must adequately control (e.g. card readers, video surveillance) access to the building or room where the information is stored and/or processed .
- Suppliers must keep a list of personnel with access to facilities storing data. Suppliers must include third parties (e.g. maintenance firms) in such list.
- If applicable, Suppliers must take appropriate measures to ensure passers-by cannot read information off screens or documents.
- If access given to anyone outside the organization (e.g., to provide IT support), Suppliers must put appropriate security procedures in place to manage and oversee such access.
- Suppliers must lock away paper-based information at night, and maintain a list of personnel with access to such paper media.
- Suppliers must securely dispose of media and/or printed material when no longer required (e.g., through secure cross-cut shredding).

Computer Security Measures

- If applicable, Suppliers must have appropriate measures to ensure passers-by cannot read information off screens or documents.
- Suppliers must have authentication and logical access controls, including passwords, to control different levels of access to information depending upon requirements.

- Suppliers must require unique IDs for all personnel.
- Suppliers must have strong password requirements based on industry standards and appropriate to the data involved.
- Suppliers must physically or virtually separate Mars data from other clients' data. If Mars data is commingled with other clients' data, Suppliers must notify Mars.
- Suppliers must restrict access to data to a need-to-know basis.
- Suppliers must encrypt all laptops, removable media storage that store Personal Data, and hard drives.
- Suppliers must have appropriate security technologies in place to detect potential breaches or malware infections.
- If personnel are permitted to work remotely, Suppliers must have security features in place to secure remote connectivity.
- Suppliers must have effective antivirus and anti-hacking measures in place to prevent compromising the integrity of data or systems.
- Suppliers must have a program for identifying vulnerabilities and a program for applying patches in a timely manner.
- Suppliers must have pertinent logs secured and retained for at least 60 days for forensic analysis.
- Suppliers must have adequate procedures for secure destruction of systems and media used for data storage before being reused for other purposes.

Secure System Development Lifecycle

- Suppliers must have a secure coding program that ensures at a minimum that OWASP top 10 are addressed:
- A1 Injection
- A2 Broken Authentication and Session Management (was formerly A3)
- A3 Cross-Site Scripting (XSS) (was formerly A2)
- A4 Insecure Direct Object References
- A5 Security Misconfiguration (was formerly A6)
- A6 Sensitive Data Exposure (merged from former A7 Insecure Cryptographic Storage and former A9 Insufficient Transport Layer Protection)
- A7 Missing Function Level Access Control (renamed/broadened from former A8 Failure to Restrict URL Access)
- A8 Cross-Site Request Forgery (CSRF) (was formerly A5)
- A9 Using Known Vulnerable Components (new but was part of former A6 – Security Misconfiguration)
- A10 Unvalidated Redirects and Forwards
- Suppliers must have a change management process in place that requires all changes to be approved and tested prior to any change in production. The change management process must include roll back procedures.
- Suppliers must have adequate segregation of duties to prevent developers from making unauthorized changes to production.
- Suppliers must have an isolated development environment.

Dealing with Security Breaches

- Suppliers must have effective antivirus and anti-hacking measures in place to prevent the compromising of the integrity of data or systems.
- Suppliers must have an adequate procedure for secure erasure of systems and media used for data storage before being reused for other purposes.
- Suppliers must securely dispose of media and/or printed material when no longer required (e.g., through secure shredding).

- Suppliers must have an adequate procedure for authenticating the identification of intended recipients of information prior to disclosure.
- Suppliers must have an adequate procedure for authorizing and securing temporary removal of Personal Data, and security measures in place (e.g., when working from home or remotely).
- Suppliers must have an appropriate policy in place requiring all staff and system users to recognize and report breaches of security to the nominated security officer.
- Suppliers must have adequate procedures in place to manage and mitigate the risk arising from such breaches.
- Suppliers must have an adequate incident response procedure in place to ensure security incidents are investigated and resolved including lessons learned.

Business Continuity and Disaster Recovery

- Suppliers must have, and must provide to Customer upon Customer's request, adequate business continuity and disaster recovery plans in place to provide effective protection against likely risks, for example, loss, damage, or corruption of information arising from:
 - Human error,
 - Computer virus,
 - Network failure,
 - Theft,
 - Fire,
 - Flood, and
 - Other disasters.
- Suppliers must have their business continuity and disaster recovery plans regularly tested.
- Suppliers must have adequate protection against possible loss of information due to failure of power supply (e.g. provision of uninterrupted power supply).
- Suppliers must have effective data backup and systems recovery operations that are independently tested.

Audit and Compliance Arrangements

- Suppliers must have tamper-proof audit trails maintained for all incident security actions affecting data.
- Suppliers must have regular random audit/assurance checks carried out to confirm security procedures are operating as expected.

PRIVACY SHIELD COMMITMENTS

Where EU Personal Data is transferred from a Mars US Entity, Suppliers warrant that as recipients of such Personal Data they are subject to the Privacy Shield and will:

- Only process the Personal Data in accordance with Mars' documented instructions and the consent provided by the individuals whose Personal Data they are Processing;
- Provide the same level of protection as the Privacy Shield Principles over the Personal Data the Company transfers to them;
- Notify Mars if they make a determination that they can no longer meet this obligation;
- Cease Processing or take reasonable and appropriate steps to remediate any inability to meet this obligation; and
- Assist Mars in responding to individuals whose Personal Data Mars transfers to them when they exercise their rights under the Privacy Shield.

COMPLIANCE

Mars reserves the right at its sole discretion to determine the appropriate action to be taken in the event that a Supplier violates this Policy. Such action may include the termination of any existing agreement to provide services to Mars.

FUTURE CHANGES TO THIS POLICY

Mars reserves the right to change this Policy at any time and for any reason.

DEFINITIONS

In this Policy, the following terms shall have the meanings set out below:

- “Data Subject” means a living individual who is the subject of any of the personal data;
- “Data Privacy Legislation” means all laws and regulations, in any country of the world, which protect the privacy rights of individuals, in so far as those laws and regulations apply to the Processing of personal data subject to this Policy, including without limitation data protection legislation enacted by the EU and EU Member States, US federal and state laws relating to data privacy, and similar measures;
- “Data Security Breach” means, (1) any unauthorized access to or acquisition of data that compromises the security, confidentiality or integrity of Personal Data, or (2) any unauthorized disclosure of, access to or use of any Personal Data, or (3) any unauthorized intrusion into systems containing Personal Data resulting in unauthorized access or access in excess of authorization;
- “Personal Data” shall mean any information which relates to an identified or identifiable living individual which is processed by a Supplier (and for this purpose an identifiable individual is one who can be identified, directly or indirectly, (i) from that information or (ii) from that information and any other information which is in the possession of, or likely to come into the possession of, the entity controlling the Processing of that information); and
- “Processing” shall mean any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

Attachment 1: MARS, INCORPORATED, CONTRACTOR ELECTRONIC COMMUNICATIONS and INFORMATION POLICY STATEMENT

A. Open Communications and the Business of Mars, Incorporated

Mars, Incorporated encourages open communications. Our open office environment and lack of private spaces in our facilities supports this principle. Mars, Incorporated also provides, at its expense, electronic communications systems to assist contractors in carrying out Mars, Incorporated business. Information, including but not limited to electronic mail, notes databases, Intranet and Internet information should be used in a manner which supports and improves all of our communication and business processes. However, it is essential that these facilities are used appropriately in order to improve efficiency and positively impact the way we are perceived by our business partners and consumers.

As electronic communications increase, it is important that these tools support our established culture and do not replace normal face to face or phone communication. All messages must be completely appropriate as a business communication, polite, accurate and to the point.

Electronic information, whether available internally via the Intranet, or externally through web browsing on the Internet, must also be used in a manner that supports both our ways of working and the needs of the business.

Contractors must abide by Mars, Incorporated Commercial policies. Contractors must never represent themselves as an agent or representative of Mars, Incorporated nor commit Mars, Incorporated to a business transaction, explicitly or implied.

All requests concerning information about our business shall be directed to Customer.

Any contractor requiring further information about this policy should ask initially for further guidance from Customer.

B. Ownership and Mars, Incorporated Access

Electronic communications are not the property of any contractor and no contractors should have any expectations of privacy. All communications and stored information using Mars, Incorporated systems or assets (including but not limited to message content, attachments, audit trails and access logs) are the property of Mars, Incorporated. They are logged and are subject to access, audit, copying, review, deletion and disclosure without notice. By using Mars Incorporated's electronic communications systems, contractors automatically consent to this monitoring of their communications and stored information. Monitoring is carried out only by authorized Mars personnel and only for security reasons, or where a contractor is unavailable, or when there is reason to believe that there may have been a breach of the principles set out in this policy statement or for the collection of consolidated data for assessing the performance of the services provided. Contractors using the electronic communications system also automatically consent to any processing of personal or sensitive data relating to them which may be involved in the monitoring process. The existence of passwords does not restrict Mars Incorporated's right to access electronic communications. Personal messages will be treated no differently than other messages. However, communications should be treated as confidential and accessible only to the intended recipients. Contractors are not allowed to access or read electronic communications not directed to them unless given prior approval.

All security, copyright and confidentiality arrangements must be complied with in full, including the use of the approved Mars, Incorporated anti-virus software.

C. Protecting Mars, Incorporated's Network

Unauthorized physical connections from the Mars, Incorporated network or networked equipment are forbidden as these represent a significant security exposure. This includes, but is not limited to, unauthorized modem connections which create the possibility of simultaneous access to both the Mars, Incorporated network and external networks (including the Internet) which bypass the firewalls designed to protect our networks.

D. Storing Communications

Mars Incorporated's business style is to limit stored material to that which is needed to comply with legal requirements and to operate the business effectively. Any other material must be disposed of promptly. However, in the event that any form of legal action involving Mars Incorporated is pending, contractors must keep any documents including e-mail that may relate in any way to the case.

E. Confidentiality

Contractors must not send Mars, Incorporated's confidential or proprietary information (or similar information belonging to our customers or suppliers) directly or indirectly to third parties unless authorized to do so. This includes, but is not limited to, business plans, trade secrets, formulae, research data, designs, drawings, processes, know-how, price lists, financial information, personnel lists and any internal compilations of otherwise public information, such as telephone or customer listings.

Confidential communications must be properly protected. They must not be sent to any person for whom there is no business need nor must any non-routine information be disclosed outside Mars, Incorporated without first obtaining approval of line management and Personnel & Organization.

Contractors should limit their use of distribution lists to forward e-mail messages unless there is a clear business need to do so. When using distribution lists, contractors should use care to ensure that all addressees may properly receive the information. Distribution lists should be updated regularly to ensure that the list reflects appropriate current recipients.

F. Prohibited Uses

Use of electronic systems to engage in any communication in violation of the policies of Mars, Incorporated is strictly forbidden. The electronic communications systems must not be used to create or circulate inappropriate or offensive messages or to violate personal or civil rights. Such messages include, but are not limited to, those which have sexual content (explicit or implied), racial slurs, gender-specific comments, or any other comments that offensively address someone's age, sexual orientation, religious or political beliefs, or national origin. The systems may not be used to distribute jokes, promote chain letters or other communications likely to damage the systems or reputation of Mars, Incorporated. The systems may not be used for the unauthorized processing of Customer Data, commercial ventures or for soliciting for religious, political or other organizations. Use of the systems to engage in communications that violate company policy or any Applicable Law is strictly prohibited.

G. Professional Standards

Use of the Internet and e-mail should supplement our business processes without changing our culture or standards. All communications and use must conform to the high standards of good taste and professional business behavior which apply throughout Mars, Incorporated. This means that the same high standards should be used whether Supplier Personnel are accessing Internet sites, communicating by

telephone, in meetings or in written materials and whether internal or external. Contractors should take care to ensure that all messages are courteous, professional and businesslike.

H. Important Cautions

Mars, Incorporated will, on a selective basis, use its facilities to exchange electronic mail with other organizations. Use of the Internet - both participation in discussion forums including news groups, chat rooms, bulletin boards as well as information search and retrieval - may also be appropriate from time to time. In addition to ensuring that all such communications and use are required and are appropriate to the business needs, contractors must keep in mind the following:

1. **Uncontrolled Circulation** Material sent outside the business can be further circulated without our knowledge or approval, and contractors should compose communications accordingly.

2. **Security Risks** The electronic mail service sent over the Internet is not 100% secure (similar to a fax). It is possible for other Internet users to read e-mails passing over the Internet. Consequently, documents or other electronic messages should not be sent over the Internet if they are at all sensitive, commercially or otherwise.

Because it is possible to falsify the sender's address on the Internet, incoming mail items may not necessarily be from the person or organization from which they purport to come. Furthermore, e-mail has the potential to be intercepted and it is, therefore, conceivable that the contents of a message or attachments may have been altered before they reach you. Contractors should take appropriate measures to validate the source and content of any incoming communication.

3. **Delivery Risks** The Internet is not a managed service in the sense that there is no service standard for delivery upon which one can rely. Delivery of e-mail items within a specific period of time is not guaranteed. Mail may be delivered nearly instantly or it may take several days or it may not arrive at all. There is no recourse in this situation and you will not be able to establish from the system whether an item has in fact been delivered successfully. If a communication is important, you will need to make alternative arrangements for monitoring or establishing delivery.

4. **Libel and Defamation** Any statements or messages which would be regarded as libelous if contained in a paper document will equally constitute a libel when communicated electronically (e.g., by the Internet or e-mail). A claim for libel could potentially be brought against the business and/or the contractor and contractor's employer.

5. **Unsolicited mail** Although the business will do what it can to prevent unsolicited mail being sent to those using the external e-mail facilities, it is not possible to prevent entirely. The content of such mail may not be business related and may consist of items which some contractors may find offensive. If offensive material is received it must not be forwarded

internally or externally, displayed or deleted, but it should be reported to the Local IT Support Manager and P&O Manager immediately.

6. Material content on the Internet
The Internet is an uncontrolled environment in which information of all types is freely available. This includes material which may be highly relevant to the needs of our business as well as information which is not only inappropriate but which may be offensive. Deliberate access to or distribution of inappropriate, offensive, obscene, harassing, or defamatory material is expressly forbidden. Accidental access may occur, in which case contractors should ensure that such access does not recur. Internet usage and access is recorded and will be reviewed.

The electronic communication system must not be used for commercial ventures or for soliciting for religious, political or other organizations.

I. Software Standards

In order to support the effective operation of the Mars, Incorporated Electronic Communications and Information Systems, unauthorized changes must not be made to the basic design of the software provided.

J. Compliance

Failure to comply with this policy may result in disciplinary action up to and including termination of contractor and contractor's employer.

K. Personal Use

Electronic information facilities should not be used for purposes other than Mars, Incorporated business and, in particular, must not be used for personal communication or personal business.

**CONTRACTOR ELECTRONIC COMMUNICATIONS AND INFORMATION POLICY
STATEMENT ACCEPTANCE FORM;**

The business requires that Internet and external E-mail be limited to contractors who have a business Mars specific requirement to access such facilities. All individual contractors being granted access are required to sign the Mars, Incorporated Contractor Electronic Communications and Information Policy Statement Acceptance Form. The original of such will be maintained by the Commercial Department.

I have read the Mars, Incorporated Contractor Electronic Communications and Information Policy Statement and agree to be bound by all of the terms, conditions, and restrictions set forth within this Policy. I fully understand that should I violate the terms, conditions and/or restrictions of use as defined in the Policy, my contract for services through my employer will be immediately terminated.

Contractor's Signature

Contractor's Name (Print)

Date

Contractor's Employer

Authorized Signature