

PRODUCT ADDENDUM TO MASTER SERVICES AGREEMENT

EMAIL

(Rev. March 2013)

IMPORTANT-READ CAREFULLY: THIS PRODUCT ADDENDUM (THIS “**ADDENDUM**”) IS BINDING AND ENFORCEABLE BETWEEN YOU (“**CUSTOMER**”) AND EXACTTARGET, INC., A DELAWARE CORPORATION HAVING ITS PRINCIPAL PLACE OF BUSINESS AT 20 NORTH MERIDIAN STREET, SUITE 200, INDIANAPOLIS, INDIANA 46204, FOR ITSELF AND ITS AFFILIATES (“**EXACTTARGET**”). “**YOU**” REFERS TO THE ENTITY OR ORGANIZATION USING THE PRODUCT DESCRIBED IN THIS ADDENDUM. BY SIGNING AN ORDER FORM TO USE THE PRODUCT, YOU ARE ACCEPTING AND AGREEING TO BE BOUND BY THIS ADDENDUM. YOU SHALL INFORM ALL USERS OF THE PRODUCT OF THE TERMS AND CONDITIONS OF THIS ADDENDUM.

This Addendum was last updated on March 4, 2013. It is effective between You and ExactTarget as of the date of You accepting this Addendum.

Pursuant to the Master Services Agreement (“**MSA**”) between ExactTarget and Customer and any additional terms set forth in this Addendum, Customer hereby agrees to subscribe to, and ExactTarget agrees to furnish, the Email Services Product described below. Capitalized terms used but not defined in this Addendum shall have the meanings ascribed to them in the MSA. This Addendum, when signed by authorized representatives of each of the parties, shall become part of the Agreement.

Customer orders the email messaging service described in an Order Form (“**Email Services**”) and shall pay for the Email Services as set forth in such Order Form. The Email Services shall be available to Customer as of the Start Date and shall be available for the Subscription Term, both as described in the Order Form.

1. Use of the Platform to Send Email. Customer shall not: (a) send via or store within the Platform infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (b) send via the Platform any unsolicited commercial or non-commercial communication; or (c) send via the Platform any messages to recipients obtained through list rental, list purchase, or opt-out email append methodology. Customer will send email messages only to those recipients: (i) who have given Customer permission to send them such messages; or (ii) whose messages can be characterized as “transactional or relationship messages” as contemplated by the CAN-SPAM Act. The “**CAN-SPAM Act**” shall mean The Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003. Customer understands and acknowledges that: (A) ExactTarget may, in its reasonable discretion, refuse to distribute any message content that ExactTarget reasonably believes is defamatory, infringing, or otherwise unlawful, or casts ExactTarget in an unfavorable light; (B) ExactTarget may, in its reasonable discretion, refuse to distribute any email to any recipient that ExactTarget reasonably believes has not granted permission to Customer (or otherwise directly “opted-in”) to send such message(s); (C) ExactTarget has no obligation to review message content, recipient addresses or other Data for any reason; (D) all recipient addresses are supplied solely by Customer and ExactTarget has no obligation to supply or “scrub” any message recipient list other than to process unsubscribe and opt-out requests submitted to ExactTarget via the Platform; and (E) unless otherwise set forth in an SOW, Customer is solely responsible for the creation, initiation and sending of messages via the Platform, including, but not limited to, the content, recipients, and timing of such messages.

2. Email Footer. Upon activation of Customer’s email account, ExactTarget adds a default footer to each email sent via the Platform. The default footer includes: (a) Customer’s physical mailing address; (b) links to ExactTarget’s profile update and unsubscribe centers; (c) a link to ExactTarget’s Privacy Policy (which may be viewed at www.exacttarget.com); and (d) an attribution that the email was powered by ExactTarget. Notwithstanding the foregoing, Customer may opt at any time to remove one or more portions of the default footer from email messages sent via the Platform; provided, however, that should Customer opt to remove (a), (b), and/or (c) above, it shall add within the body of such email messages (i) the identification of the sender; (ii) instructions on how the recipient can opt-out of future commercial mailings; (iii) the sender’s valid physical mailing address; and (iv) a link to Customer’s privacy policy, as applicable.

Except as modified by this Addendum, the MSA remains unmodified and in full force and effect and Customer hereby ratifies and reaffirms acceptance of all terms and conditions of the MSA.