

PRODUCT ADDENDUM TO MASTER SERVICES AGREEMENT

MOBILE

(Rev. September 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 September 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 Mobile 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 mobile messaging services described in an Order Form (“**Mobile Services**”) and shall pay for the Mobile Services as set forth in such Order Form. The Mobile 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.

The Mobile Services will be available to Customer via the Platform. The Mobile Services are subject to the Aggregator’s and Carriers’ terms and conditions of use and any other restrictions or limitations established by such parties.

Definitions

“**Aggregator**” shall mean the third-party service provider facilitating the provision of the Mobile Services.

“**Carrier**” shall mean providers of wireless messaging services to subscribers via wireless telecommunications networks.

“**Code of Practice**” shall mean (1) all Applicable Laws, any government recommendations, and/or any recommendations of any regulatory body in the Territory; and (2) any rules of procedure (including technical or quality control procedures), guidelines, directions, policies and/or other requirements made or adopted by ExactTarget, the Aggregator, or the Carriers in the Territory, including without limitation, all of the following:

- MMA Code of Conduct: <http://www.mmaglobal.com/codeofconduct.pdf>
- MMA Global Best Practices: <http://www.mmaglobal.com/bestpractices.pdf>
- CTIA Mobile Commerce Compliance Handbook: <http://www.wmcglobal.com/assets/ctia-mobile-commerce-compliance-handbook-v1-2.pdf>

“**Content**” shall mean the content of any messages sent by Customer in connection with its use of the Mobile Services.

“**Territory**” shall mean the country or countries in which Customer shall use the Mobile Services as permitted by this Addendum.

Customer Responsibilities

Customer shall: (a) be responsible for ensuring that Content sent via the Mobile Services complies with all applicable Codes of Practice now or hereafter in effect; (b) send messages only to those recipients who have granted permission to Customer (or otherwise directly “opted-in”) to receive such message(s); and (c) indemnify, defend, and hold ExactTarget and the Aggregator harmless from and against any claim or loss arising from or relating to the Content.

Subscription Fees

Mobile Services fees do not include any additional fees that Aggregators or Carriers may charge now or in the future. Should one or more applicable Aggregators or Carriers begin to charge such fees, Customer’s fee shall be increased by an amount equal to its pro rata share of the fees charged to ExactTarget.

Disclaimer

CUSTOMER ACKNOWLEDGES THAT EXACTTARGET MAKES NO CLAIMS OR GUARANTEES ON BEHALF OF THE AGGREGATOR OR THE CARRIERS REGARDING SYSTEM CAPACITY, ACTUAL LINE CAPACITY, MESSAGE THROUGH-PUT, RESPONSE TIMES OR DELIVERY, AND THAT EXACTTARGET CANNOT CONTROL THE AGGREGATOR’S OR CARRIERS’ PERFORMANCE UNDER THEIR AGREEMENTS WITH EACH OTHER AND EXACTTARGET.

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.