



## MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (this "Agreement") is made by and between Style Campaign, an independent, ("Contractor"), having its principal place of business at 11115 Aqua Vista St. #406, Studio City, CA 91602, and Riverbed Technology, Inc. ("Riverbed"), having its principal place of business at 680 Folsom St., San Francisco, CA 94107 and is effective as of the last date signed below (the "Effective Date").

1. Scope of Agreement. This Agreement states the terms and conditions under which Riverbed may from time to time retain Contractor to perform certain professional services ("Services").
2. Services.
3. Statement of Works. During the term of this Agreement, Riverbed and Contractor will agree upon written statements of work that reference this Agreement for Services to be provided by Contractor (each a "SOW"). The initial SOW is set forth on Exhibit A. Each SOW shall (i) be signed by the parties; (ii) incorporate by reference this Agreement; and (iii) state the pertinent business parameters, including, but not limited to, pricing, payment, term of services, expense reimbursement, if any, and a detailed description of the Services to be provided. Such business parameters shall control as to the engagement described in a SOW, but additional or conflicting legal terms may only be added by express amendment to this Agreement signed by authorized representatives of Riverbed. Contractor will provide the Services in accordance with this Agreement and the applicable SOW. In the event any Services are provided by Contractor to Riverbed without an executed SOW, the terms of this Agreement will apply to such Services unless there is a separate written agreement that specifically covers such Services.
4. Equipment. Except as otherwise set forth in the applicable SOW, Riverbed will not be obligated to provide any equipment, tools, materials or facilities to Contractor and Contractor shall be responsible for all expenses incurred in performing the Services.
5. Riverbed's Facilities; Compliance with Rules and Policies. When Services are provided at Riverbed's facilities, Riverbed shall provide reasonable workspace and other facilities consistent with the requirements of the Professional Services to be provided under the applicable SOW. While at Riverbed's facilities, Contractor and its personnel shall observe and follow Riverbed's work rules, policies, and standards as the same are communicated from time to time, including those rules, policies, and standards of Riverbed relating to security of and access to data, facilities, telephone systems, electronic mail systems, and computer systems.
6. Background Check. Contractor shall conduct or have conducted a background investigation of any Contractor personnel engaged in a SOW to determine if such Contractor has any felony or misdemeanor convictions for offenses based on dishonesty and/or of a monetary or financial nature, including, but not limited to, theft, fraud (credit card, bad checks or otherwise), shoplifting, forgery, counterfeiting or embezzlement, or any other misdemeanor or felony convictions related to employment. Contractor shall provide, at Riverbed's request, appropriate verification of Contractor's performance of any such background investigation, including copies of applicable reports, which shall include redacted personally-identifiable information such as the individual's social security number or date of birth. Riverbed shall treat the results of such background investigations as Contractor's Confidential Information subject to Section 7 of this Agreement. Further, Riverbed shall use information obtained from the background investigations and the fingerprint checks solely for the purposes of approving or disapproving the assignment of any Contractor personnel hereunder. Contractor acknowledges and agrees that Riverbed shall have the right to exclude, or immediately remove, from Riverbed's premises, and require that Contractor immediately replace with a suitable and qualified representative, any Contractor personnel who fails to meet the background investigation report criteria specified above, or whose results do not satisfy any requirements as determined by Riverbed to the extent permitted by applicable law.
7. Replacement of Personnel. If Riverbed becomes dissatisfied with any of Contractor's personnel providing the Services, Riverbed may notify Contractor of the details of its dissatisfaction, and the parties shall cooperate to remedy the problem as soon as reasonably possible at no charge to Riverbed, but in no event later than two (2) weeks following the date of notice to Contractor, provided that Contractor uses its commercially reasonable efforts to ensure there is no material effect on the performance of the Services.
8. No Subcontracting. Contractor may not subcontract any of the Services, in whole or in part, without Riverbed's prior written approval which Riverbed may withhold in its sole discretion. In the event that Riverbed authorizes Contractor to subcontract some portion of the Services, such authorization shall not release Contractor from its responsibility for its obligations under this Agreement. Contractor shall be responsible for the work and activities of the authorized subcontractors, including compliance with the terms of this Agreement and for all payments to such authorized

subcontractors.

9. Changes to SOWs. Riverbed may request changes that affect the scope or duration of the Services under any SOW, including changes in the specifications for the deliverables. If Riverbed requests such a change, Contractor shall promptly notify Riverbed if Contractor believes that an adjustment in the Services fees or an adjustment to the schedule is required. Riverbed also may request a change in the schedule without changing the scope of the Services. In either case, the parties shall negotiate in good faith a reasonable and equitable adjustment in the Services fees, the schedule, and the specifications, as applicable, and shall confirm such changes in a writing signed by the parties. Contractor shall continue to furnish Services pursuant to the existing SOW until such changes have been agreed to by the parties in writing.
10. Insurance. Contractor will, without limiting its liability under this Agreement or its obligations under applicable laws, at its own expense, obtain and maintain in full force and effect the insurance coverage described in this Section with a reputable licensed insurance company with AM Best rating of A- or better: (a) commercial general liability insurance in an amount not less than one million dollars (\$1,000,000); (b) professional liability (errors and omissions) insurance in an amount not less than one million dollars (\$1,000,000); (c) automobile liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence, and (d) worker's compensation insurance as required by applicable laws. Contractor will deliver to Riverbed up to date insurance certificates evidencing such required coverage upon request.
11. Compensation.
12. Fees and Payment Terms. Riverbed will pay Contractor the fees and pre-approved and reasonable expenses specified in each SOW as Contractor's sole compensation for the Services, provided such Services meet the terms of the applicable SOW and this Agreement. Contractor will submit invoices to Riverbed containing accurate Riverbed-issued reference numbers or budget codes, and associated records sufficient to document the invoiced fees and expenses upon completion of the milestones specified in such SOW or, if no such milestones are specified, on a monthly basis for Services performed in the previous month. Payment to Contractor of undisputed and Riverbed-approved fees and expenses that are payable in accordance with the terms and conditions of this Agreement will be due forty five (45) days following Riverbed's receipt of the applicable invoice. Contractor will be reimbursed for reasonable expenses incurred in connection with the performance of Services under a SOW only if expense approvals are included in the SOW, approved in writing in advance by Riverbed, and provided Contractor submits verification of such expenses as Riverbed may require.
13. Fee Audit. During the term of this Agreement and for a period of three years thereafter, Contractor shall retain records and supporting documentation sufficient to document Contractor's performance of the Services and the fees paid or payable by Riverbed under this Agreement. Upon at least 30 days' prior written notice from Riverbed, Contractor shall provide Riverbed or its designated third party auditor with access to such financial records and supporting documentation as may be requested by Riverbed or its designated third party auditor so that they may audit the fees charged to Riverbed hereunder to determine if such fees are accurate and in accordance with this Agreement. If, as a result of such audit, Riverbed or its designated third party auditor reasonably determines that Contractor has overcharged Riverbed under this Agreement, Riverbed shall notify Contractor of the amount of such overcharge and Contractor shall promptly pay to Riverbed the amount of the overcharge, which shall be Riverbed's sole remedy for such overcharge. Each party agrees to hold confidential (in accordance with Section 8) all information learned and determinations made in the course of any inspection or audit under this Section, except when it is necessary for a party to reveal such information in order to enforce its rights under this Agreement in arbitration or in court or as compelled by law.
14. Intellectual Property
  - 14.1 Contractor Property. Except as set forth in this Section, Riverbed does not acquire any right, title or interest in or to any tools, methodologies, processes, techniques, discoveries, products, data, or other intellectual property used to perform the Services or incorporated into any deliverables, if such were independently developed by Contractor or licensed by Contractor from third parties ("Contractor Property").
  - 14.2 License to Use Contractor Property. Contractor shall specify in each SOW any Contractor Property, including any third party products or materials to be incorporated into or provided as a deliverable under such SOW. Unless expressly stated otherwise in the applicable SOW, Contractor shall be responsible for securing all licenses required from third parties for Riverbed's use of any Contractor Property, and for paying all fees in connection therewith. For any third party Contractor Property that cannot be licensed subject to the terms of this Agreement for any reason, Contractor shall provide

Riverbed with an advance copy of any applicable licenses for review and approval prior to completing the deliverables. Riverbed reserves the right to reject a deliverable or terminate a SOW in the event that the terms of any license are unacceptable to Riverbed. Contractor hereby grants to Riverbed a non-exclusive, royalty-free, irrevocable and world-wide right, with rights to sublicense through sublicensees, to reproduce, create derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, and to make, use and sell any Contractor Property incorporated or used in a deliverable, including without limitation, for purposes of Riverbed's internal business, or developing and marketing Riverbed products, or performing services on behalf of or in conjunction with customer, partners, or suppliers.

14.3 No Open Source Code. Contractor represents and warrants to Riverbed that the deliverables provided by Contractor to Riverbed under this Agreement will not contain any freeware, computer code, or other items or materials that are subject to the GNU General Public License or any other open source license agreement, except as expressly set forth in a SOW. For any computer code identified in the SOW, Contractor shall provide Riverbed with a copy of all applicable open source license agreements for review and approval prior to completing the deliverables. If, in Riverbed's opinion, any proposed open source component includes licensing terms that are unacceptable to Riverbed, in Riverbed's sole discretion, then Contractor shall replace such component with another approved by Riverbed. If a replacement requires the use of commercial software, the parties shall in good faith discuss whether a change order is required to adjust the applicable budget. This Section shall not apply to the extent that Riverbed requests that Contractor use specific open source products as part of the deliverable.

14.4 Ownership of Deliverables. Contractor agrees that, with the exception of any Contractor Property, any and all deliverables shall be the sole and exclusive property of Riverbed and, to the extent applicable, such deliverables shall be a "work made for hire" within the meaning of United States copyright law. If any rights (including any moral rights) in or to the deliverables (other than Contractor Property) vest at anytime in Contractor, Contractor hereby irrevocably and unconditionally assigns to Riverbed all of Contractor's right, title and interest worldwide in and to such deliverables effective as of the date the applicable deliverable is created. If any of the foregoing rights (including any moral rights) cannot be assigned to Riverbed by Contractor for any reason, Contractor unconditionally and irrevocably grants to Riverbed during the term of such rights, an irrevocable, exclusive, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to (i) reproduce, make derivative works of, distribute, publicly perform and publicly display the deliverables in any form or medium, whether now known or later developed, (ii) use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating, or derived from the deliverables, and (iii) exercise any and all other present or future rights therein. Contractor retains no rights in or to the deliverables (except with respect to the Contractor Property) and agrees not to challenge the validity of Riverbed's ownership in such deliverables.

14.5 Assistance. Contractor agrees to assist Riverbed in every way at Riverbed's request and expense, both during and after the term of this Agreement, to protect, perfect, maintain, and enforce Riverbed's rights in the deliverables as set forth in this Agreement. If Riverbed is unable to secure Contractor's signature on any document needed in connection with such purposes, Contractor hereby irrevocably designates and appoints Riverbed and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act on its behalf to execute and file any such documents and to do all other lawfully permitted acts to further such purposes with the same legal force and effect as if executed by Contractor.

## 15. Term and Termination

15.1 Term. This Agreement will be effective on the Effective Date and will remain in effect until terminated as provided herein. Each SOW will become effective when executed by both parties and will remain in effect until the completion of the Services described therein, unless earlier terminated as provided in this Agreement.

15.2 Termination. Either party may terminate this Agreement or any SOWs immediately upon notice to the other party if the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from the other party describing such breach. Riverbed may terminate this Agreement for its convenience upon thirty (30) days written notice to Contractor. Riverbed may terminate any SOW, in whole or in part, for its convenience upon fourteen days (14) days written notice to Contractor.

15.3 Effect of Termination. Sections 3.2, 4, 6, 7, and 8 will survive any termination or expiration of this Agreement. Upon any termination or expiration of the Agreement, or upon Riverbed's request at any other time, Contractor will (a) deliver to Riverbed all deliverables (including all work in progress), (b) deliver to Riverbed (or upon Riverbed's request destroy) all Riverbed Confidential Information in Contractor's possession or control, and (c) certify to Riverbed in writing that Contractor has fully complied with this obligation. Riverbed will compensate Contractor for any work actually performed through the effective date of termination in accordance with the terms of this Agreement. If a SOW provides that compensation is to be paid upon completion of milestones, then Riverbed will pay Contractor an appropriate pro-rated portion of the fee payable for the milestone on which Contractor was working at the time of termination, based upon the progress made toward

completion of such milestone as of the effective date of termination. If a SOW provides that compensation is to be paid on a fixed fee basis, then Riverbed will pay Contractor a pro-rated portion of such fee, based upon the progress made toward completion of the services as of the effective date of termination.

16. Warranty, Indemnity, Limitation of Liability.

16.1 Warranty. Contractor hereby represents and warrants that (a) the Services and all deliverables will fully conform to the SOW and will be completed in a timely and professional manner consistent with industry standards and the SOW; (b) neither the deliverables nor any element thereof will infringe or misappropriate the intellectual property rights of any third party or prevent Contractor from complying with the requirements of Section 4 above, (c) neither the deliverables nor any element thereof will be subject to any liens or encumbrances, (d) Contractor has full right and power to enter into and perform this Agreement without the consent of any third party, including the right to grant all assignments and licenses granted by Contractor hereunder; (e) Contractor will comply with all laws and regulations (including export laws and regulations) applicable to Contractor's obligations under this Agreement; (f) Contractor is not a party to, nor during the term of this Agreement will enter into, any contract or obligation that is inconsistent or incompatible with Contractor's obligations under this Agreement; and (g) during the term of this Agreement and for a period of two (2) years thereafter, Contractor will not interfere with the business of Riverbed in any manner (including by soliciting any employee or independent contractor to terminate or breach an employment or other relationship with Riverbed). In addition to any other remedies available to Riverbed, in the event Contractor is in breach of clause (a) above with respect to a particular Service, Riverbed may (i) require Contractor to re-perform the applicable Service in a conforming manner, including by replacing inadequate personnel with qualified personnel, at no additional cost to Riverbed, (ii) terminate in whole or in part the applicable SOW and withhold payment or receive a refund for all fees paid for any defective Services or deliverables; or (iii) if Contractor does not remedy the breach promptly, Riverbed may perform the applicable Services itself or engage a third party to do so and Contractor will reimburse Riverbed for all costs associated therewith. Notwithstanding clause (b) above, the representations and warranties made by Contractor in such clause shall not apply to infringement, or claimed infringement, that arises out of or is based upon (i) modifications to the deliverables not made by Contractor, (ii) features or elements of the deliverables that are developed by Contractor based on specifications or requirements furnished by Riverbed (but solely with respect to patent infringement claims or allegations), or (iii) use of the deliverables together with software, hardware, processes, or other items not provided by Contractor.

16.2 Indemnification. Contractor will indemnify and hold harmless Riverbed, its officers, directors, employees, sublicensees, customers and agents from any and all claims, losses, liabilities, damages, expenses and costs, including attorneys' fees and court costs, which result from a breach or alleged breach of any representation or warranty of Contractor in this Agreement or any willful misconduct or negligence by Contractor in performing the Services. From the date of written notice from Riverbed to Contractor of any such claim, Riverbed shall have the right to withhold from any payments due Contractor hereunder the amount of any defense costs, plus additional reasonable amounts as security for Contractor's obligations under this section.

16.3 Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER ANY CAUSE OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF REVENUE OR PROFITS) ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF CONTRACTOR TO RIVERBED UNDER THIS AGREEMENT, OR ANY SOW, EXCEED THE AMOUNT RIVERBED HAS PAID CONTRACTOR UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS ON LIABILITY SHALL NOT APPLY TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.2 OR TO ANY BREACH OF SECTIONS 4 OR 7.

17. Confidentiality.

18. Obligation of Confidentiality. Contractor agrees that during the term of this Agreement and thereafter, except as expressly authorized in writing by Riverbed on a case by case basis, it (a) will not use or permit the use of Confidential Information in any manner or for any purpose not expressly set forth in this Agreement; (b) will not disclose or permit others to disclose any such Confidential Information to any third party; (c) will limit access to Confidential Information to Contractor employees who need to know such information in connection with their work for Riverbed and who are bound by confidentiality obligations at least as protective as this Section 6; and (d) will not remove any tangible embodiment of any Confidential Information from Riverbed's premises.

19. Confidential Information Defined. "Confidential Information" includes all information related to Riverbed's business and its actual or anticipated research and development, including (i) trade secrets, inventions, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (ii) information regarding products or plans for research and

development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; (iii) information regarding the skills and compensation of Riverbed's employees, contractors, and any other service providers of Riverbed; (iv) the existence of any business discussions, negotiations, or agreements between Riverbed and any third party; and (v) all such information related to any third party that is disclosed to Riverbed or to Contractor during the course of Riverbed's business. "Confidential Information" does not include information that (a) is or becomes publicly known through no wrongful act of Contractor, (b) Contractor can demonstrate, by written records pre-dating the disclosure by Riverbed, was already known to Contractor at the time that it was learned from Riverbed, (c) is subsequently disclosed to Contractor by a third party without the breach of any confidentiality obligation and without restriction on further disclosure, or (d) is independently developed by Contractor, through personnel who had no exposure to such Confidential Information of Riverbed.

Third Party Information. Contractor understands that Riverbed has received and will in the future receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on Riverbed's part to maintain the confidentiality of such information and use it only for certain limited purposes. Contractor agrees to hold Third Party Information in confidence and not to disclose to anyone (other than Riverbed personnel who need to know such information in connection with their work for Riverbed) or to use, except in connection with Contractor's work for Riverbed, Third Party Information unless expressly authorized in writing by an officer of Riverbed. Contractor agrees not to disclose to Riverbed, or bring onto Riverbed's premises, or induce Riverbed to use any confidential information that belongs to anyone other than Riverbed or Contractor.

Security. In addition to any requirements set forth in the applicable SOW, Contractor will maintain reasonable security measures to protect Riverbed's data and confidential information in the possession or control of Contractor. If Contractor becomes aware of any misappropriation of or unauthorized access to Riverbed's data or confidential information Contractor will promptly notify Riverbed. Contractor will ensure that only personnel who have been authorized by Riverbed will remotely access Riverbed's network and/or systems. Contractor personnel who access Riverbed's network and/or systems remotely must use a Riverbed approved VPN. For Contractor personnel who no longer have a business need for access to Riverbed's network and/or systems, Contractor will notify Riverbed as soon as possible; in all cases, if personnel assigned to Riverbed under a SOW are no longer employed by Contractor, Contractor will notify Riverbed no later than twelve (12) hours after their resignation or termination to enable Riverbed to terminate remote access.

## 20. General

20.1 Independent Contractors. Contractor's relationship with Riverbed will be that of an independent contractor, and nothing herein creates a partnership, joint venture, or employer-employee relationship. Contractor (a) is not the agent of Riverbed; (b) is not authorized to make any representation, contract, or commitment on behalf of Riverbed; (c) will not be entitled to (and waives any right to receive) any of the benefits that Riverbed makes available to its employees (e.g. group insurance, profit-sharing, or retirement benefits); and (d) will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state, or local tax authority with respect to Contractor's services and receipt of fees hereunder. Riverbed may report amounts paid to Contractor by filing Form 1099-MISC with the Internal Revenue Service, under applicable law. Contractor agrees to accept exclusive liability for complying with all applicable state and federal laws, including laws governing self-employed individuals, if applicable, such as laws related to payment of taxes, social security, disability, and other contributions based on fees paid to Contractor under this Agreement. Riverbed will not withhold or make payments for social security, unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on Contractor's behalf. Contractor hereby agrees to indemnify and defend Riverbed against any and all such taxes or contributions, including penalties and interest. Contractor agrees to provide proof of payment of appropriate taxes on any fees paid to Contractor hereunder upon request of Riverbed.

20.2 Employment Eligibility. Contractor must exercise control over its employees, agents, representatives, subcontractors, and suppliers and is solely responsible for the verification of identity and employment eligibility, as required and in accordance with Federal and State laws, for the payment of any wages, salaries or other remunerations of its employees, agents, representatives, subcontractors, and suppliers, and for the payment of any payroll taxes, contributions for unemployment of workers compensation, social security, pensions, or annuities that are imposed as a result of the employment of Contractor's employees. Contractor asserts that it has complied with its responsibility to verify the identity and employment eligibility, as required and in accordance with Federal and State laws, and will continue to comply with this responsibility as it applies to all employees, agents, representatives, subcontractors, and suppliers who perform services pursuant to this contract. Contractor further agrees to indemnify and hold harmless the Company and its directors, officers, and employees for or against any damages or liabilities, penalties, costs and expenses, including attorney's fees and other legal expenses, arising directly or indirectly from any negligent, reckless or wrongful act of the Contractor, its employees, agents, representatives, subcontractors, and suppliers of any obligations contained in this Agreement.

20.3 Assignment. This Agreement binds and inures to the benefit of each party's permitted successors and assigns. Contractor may not assign this Agreement, in whole or in part, by operation of law or otherwise, without Riverbed's prior written consent. Riverbed may, without Contractor's consent, assign this Agreement or assign any rights or delegate any duties under this Agreement in whole or in part. Any attempt to assign this Agreement other than in accordance with this provision is null and void.

20.4 Notices. Any notice, approval, authorization, consent, or other communication required or permitted to be delivered to either party under this Agreement and intended to have legal effect must be in writing and will be given (1) personally; (2) by overnight express courier with confirmation of delivery; or (3) by facsimile with confirmation of receipt. Notice will be deemed given on the date delivered, if delivered personally; on the date of delivery, if by overnight express courier; and on the date of confirmed transmission, if by facsimile. Notices will be sent to the addresses of the parties set forth below (which may be changed by each party by notice to the other):

If to Contractor, to:  
Alexander Yeaman  
11115 Aqua Vista St. #406  
Studio City,  
CA 91602  
USA

If to Riverbed, to:  
Riverbed Technology, Inc.  
Attn: General Counsel  
680 Folsom Street  
San Francisco, CA 94107

20.5 Governing Law; Jurisdiction; Venue. This Agreement is governed by and enforced under the laws of California, but excluding its conflict of law provisions that would require the application of the laws of any other state. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Each party agrees to personal jurisdiction and venue in the federal and state courts for San Francisco County, California. Each party hereby consents to the personal jurisdiction and venue of these courts.

20.6 No Waiver. The waiver of any particular breach or default or any delay in exercising any rights is not a waiver of any subsequent breach or default, and no waiver is effective unless in writing and signed by the waiving party.

20.7 Severability. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible consistent with the original intent of the parties, and the other provisions of this Agreement will remain in force.

20.8 Construction. The parties negotiated this Agreement with the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting party, and without reference to the paragraph headings, which are for reference only. All references to "Sections," and "Exhibits" are intended to refer to Sections and Exhibits to this Agreement. Unless otherwise expressly indicated, "including" means "including but not limited to".

20.9 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together constitute a single instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission.

20.10 Force Majeure. Neither party is in breach of this Agreement for any cessation, interruption, or delay in the performance of its obligations hereunder due to causes beyond its reasonable control including without limitation: earthquake, flood, fire, storm, or other natural disaster, act of God, labor controversy or threat thereof, civil disturbance or commotion, acts or threats of terrorism, disruption of the public markets, war, or armed conflict.

20.11 Government Contract Provisions. If Contractor's products and services are utilized or resold by Riverbed under or in connection with a United States Government Contract or a subcontract or purchase order issued to Riverbed by a third party for ultimate delivery of products or services to the United States Government, then, except as otherwise provided in the Government Contract or Government Subcontract in question, except as otherwise required by the express terms of the clause in question, this Agreement shall be deemed to include each of the following provisions of the Government Contract or Government Subcontract, which clauses are hereby incorporated by reference as though fully set forth herein: FARS 52.203-7, .219-9, .219-16, .222-21, .222-25, .222-26, .222-35, .222-36, .222-37, .225-5, .225-13, .227-19, and .249-2; DFARS 252.219-7003 and 252.225-7021; 41 CFR 60-741.5, 41 CFR 60-741.5, and 41 CFR 61-250.1. Copies of the foregoing clauses are available at [www.arnet.gov/far](http://www.arnet.gov/far). Any and all clauses not listed in this contract or order but that Riverbed is required by law or by the terms of a Government Contract or Government Subcontract to include as a part of Contractor's contract or order are also hereby incorporated by reference as though fully set forth. As between Riverbed and Contractor, wherever appearing in the clauses referenced above that are incorporated by reference in this contract or order, the terms "Government," "Contracting Officer," and similar terms shall include both the United States Government, Riverbed's Customer, and Riverbed, the intent being that

Riverbed shall have the same rights with respect to Contractor that the Government or Riverbed's Customer has against Riverbed under and by reason of the Government Contract or Government Subcontract. To the same extent, as between Riverbed and Contractor, wherever appearing in such clauses the term "Contractor" shall refer to Contractor. The substitution of terms provided for in the preceding sentences of this paragraph shall not apply, however, where the effect would be contrary to the parties' intent that Riverbed shall have the same rights with respect to Contractor that the Government or Riverbed's Customer has against Riverbed under and by reason of the Government Contract or Government Subcontract.

20.12 No Third Party Beneficiaries. Except as expressly set forth herein, nothing in this Agreement shall confer any rights upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

20.13 Entire Agreement. This Agreement together with the SOWs represents the entire agreement between the parties and supersedes all prior and contemporaneous agreements and understandings (oral and written) with respect to the matters covered by this Agreement. In the event of any conflict, ambiguity, or inconsistency between the terms and conditions of the main body of this Agreement and the specific terms and conditions of a SOW, the provisions of the main body of this Agreement will prevail unless the SOW specifically references a conflicting or inconsistent provision of this Agreement and states that the SOW prevails. Neither party has entered into this Agreement based on representations other than those contained in this Agreement. This Agreement may be amended only by a written agreement signed by both parties.

20.14 Continuity of Contractor Staff. Contractor shall ensure that the provision and performance of Services shall be uninterrupted and continuous to Riverbed, including for example, in events such as (1) Contractor's use of third party consultants or subcontractors and any potential replacement of such workers with new individuals, and (2) during Contractor's initiated staff rotation policy, where Riverbed shall be not be affected when Contractor employees or workers rotate on and off projects.

20.15 Riverbed may request that the rotating Contractor employee adequately transfer knowledge on Riverbed's services and policies to the newly placed Contractor employee for a period of up to 6 months. The first 30 days of such overlap of the newly placed Contractor employee will not be charged to Riverbed. This provision is only applicable to key Contractor personnel.

20.16 Secondary Displacement Provision. Riverbed acknowledges and understands that Contractor may from time to time assign its employees Onsite ("Riverbed office in USA) throughout the US on H1B non-immigrant status to perform Services. Contractor is therefore subject to the provisions of U.S. Immigration laws and labor laws pertaining to such non-immigrant visas, including the American Competitiveness and Workforce Improvement Act (ACWIA).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

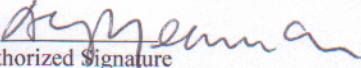
Riverbed Technology, Inc.:	Style Campaign:
By: _____ Authorized Signature	By:  Authorized Signature
_____ Printed Name	Alexander Yeaman Printed Name
Title	CTO Title
Date	May 18 <sup>th</sup> , 2016 Date

Exhibit A

Statement of Work

This STATEMENT OF WORK NO. 1 (this "SOW") is a SOW under the Master Services Agreement dated as of May 18<sup>th</sup>, 2016 between Style Campaign ("Contractor") and Riverbed Technology, Inc. ("Riverbed") (the "Agreement"), and is effective as of the last date signed below (the "SOW Effective Date"). Capitalized terms used in this SOW but not defined herein shall have the meanings given in the Agreement.

21. SERVICES. Contractor will perform the following Services under this SOW:

22. DELIVERABLES. The following are the Deliverables under this SOW:

23. Payment of Fees. Fee will be:

23.1  Time & Materials Basis: Fee invoiced by Contractor at the rate of \$ \_\_\_\_\_/hour; provided, however, that Contractor will obtain Riverbed's prior written approval before providing more than \_\_\_\_\_ dollars (\$ \_\_\_\_\_) worth of services.

23.2  Fixed Fee Basis: Total fee of Nine Thousand dollars (\$9,000) payable in one installment of \$9,000, to be invoiced as follows: on receipt of the work.

23.3  Milestone schedule as attached.

24. TimeSheet and Invoice Process

25. Work Schedule

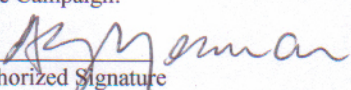
25.1  The services will commence on May 20th, and shall be completed by June 20th

25.2  Milestone schedule as attached.

26. PRE-APPROVED EXPENSES. Riverbed will reimburse Contractor for the following reasonable expenses:

27. OTHER. The following equipment, tools, materials or facilities will be provided by Riverbed:

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives as of the SOW Effective Date.

Riverbed Technology, Inc.:	Style Campaign:
By: _____ Authorized Signature	By:  Authorized Signature
Printed Name	ALEXANDER YEAMAN Printed Name
Title	CTO Title
Date	May 18 <sup>th</sup> , 2016 Date