

## **MASTER SUBSCRIPTION AGREEMENT**

This Master Subscription Agreement (this “Agreement”), effective as of [DATE] (the “Effective Date”), is made by and between [Client] (the “Client”) and Blackthorn.io, Inc., a Delaware corporation, with a principal place of business at 228 Park Ave S, PMB 36824, New York, NY 10003-1502 (the “Company”). The Client and the Company (each a “Party” and collectively, the “Parties”) hereby agree as follows:

**1. SUBSCRIPTION.** This Agreement governs the use of all licensed products, subscriptions and services provided by Blackthorn.io, Inc. in connection with this Agreement. The Company may provide ‘products’ (such as Salesforce AppExchange products) or ‘services’ (Cloud Services) to Client. This Agreement covers both scenarios. By clicking acceptance, accessing, or otherwise using any part of the “Licensed Apps” (as defined in the Order Form), or by assenting to the terms of this Agreement in any other manner, you confirm you are authorized to bind the Subscriber to this Agreement, and Subscriber accepts and unequivocally agrees to be bound by all the terms and conditions of this Agreement.

**1.1 Order Form; Delivery.** Online applications that are provided by the Company (including any related Cloud Services provided therewith, the “Company Applications”), in each case under this Agreement shall be set forth in one or more Order Forms. Each Order Form shall be in writing and signed by an authorized representative of Client, and will specify for the Company Applications covered by that Order Form: (i) a contact for Client; (ii) the applicable Company Applications being purchased (including related Cloud Services, if any), including any applicable specifications; and (iii) the fees that apply thereto (the “Fees”). The Company shall deliver any Company Applications in accordance with this Agreement and the applicable Order Form.

### **1.2 Purchased Applications.**

**1.2.1 Provision of Purchased Applications.** The Company shall make the Purchased Applications available to the Client pursuant to this Agreement and the applicable Order Forms during the applicable subscription term set forth in each such Order Form. The Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features. Each Order Form entered into by the Client and the Company is made a part of this Agreement.

**1.2.2 User/Usage Subscriptions.** Unless otherwise specified in an applicable Order Form:

(I) Purchased Applications are provided on a subscription basis, either as User or Usage subscriptions (such as annual registrations), and may only be accessed by the designated number of Users or used within the allocated Usage limits.

(II) Additional User or Usage subscriptions may be purchased during the active subscription term at the rates specified in the applicable Order Form. Such additions shall be prorated for the remaining duration of the then-current subscription term specified in the applicable Order Form.

(III) All additional User or Usage subscriptions for a Purchased Application shall terminate concurrently with the pre-existing subscriptions for such Purchased Application as set forth in the applicable Order

Form. User or Usage subscriptions are strictly for the designated Users and may not be shared or utilized by more than one User; provided, however, that subscriptions for a Purchased Application may be reassigned to new Users who are replacing former Users that no longer require access to such Purchased Applications.

(IV) If the Client exceeds the contractual Usage limits for a Purchased Application as specified in an Order Form, the Company may, in its sole discretion, collaborate with the Client to reduce Usage to comply with the agreed-upon limits; provided, however, that if the Client is unwilling or unable to cooperate in bringing Usage within those limits or increasing their Usage limits, the Company reserves the right to immediately bill the Client for all Overage.

(V) The Client shall remit payment for Overages, as invoiced, in accordance with Article 2 of this Agreement. Failure to resolve Overages, whether by remitting payment for such Overages or by reducing Usage to within the agreed-upon Usage limits in the applicable Order Form, may result in further action, including suspension or termination of services. User subscriptions for Purchased Applications shall commence on the start date specified in the applicable Order Form and shall continue for the term specified therein.

(VI) Any price increases upon automatic renewal of a subscription term in an Order Form will not exceed the greater of (a) ten percent (10%) and (b) the then-current Consumer Price Index (CPI) applicable to the pricing for the Purchased Applications during the preceding term; provided, however, that if the pricing for such prior term was explicitly designated as promotional or one-time in the relevant Order Form, then there will be no cap on price increases with respect to any renewal of such prior term.

(VII) Any changes to the subscription set forth in an Order Form must be communicated to the Company in writing at least ninety (90) days prior to the renewal date set forth in such Order Form. If Client requests to reduce the number of User or corresponding Usage limits of any Purchased Applications in any Order Form, prevailing prices and minimum subscription fees per the current price list may apply. The Company reserves the right to reject any proposed changes to the subscription by the Client in any Order Form, including but not limited to reductions in the number of Users or registration counts, that would result in the subscription falling below the Company's established minimum thresholds, as set forth in such Order Form or other applicable documentation. Any such changes will not be effective unless expressly agreed to in writing by the Company. The Client acknowledges that the Company is under no obligation to accept or accommodate requests that do not meet the applicable Minimum Subscription Requirements set forth in any Order Form or other governing documents.

**1.2.3 Company Responsibilities.** The Company shall: (i) provide basic support for the Purchased Applications to the Client at charges set forth in the Order Form; (ii) use commercially reasonable efforts to make the Purchased Applications available 24 hours a day, 7 days a week, except for planned downtime (of which the Company shall give at least 48 hours' notice and which the Company shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific time), provided that the Company will have no liability for (y) any unavailability pursuant to Section 7.2, and (z) any unavailability caused by unaffiliated third parties, including, without limitation, salesforce.com, Marketo, Twilio, Stripe, Authorize.net, Spreedly and other payment related gateways/merchants/service

providers, Heroku, Facebook, LinkedIn, Google, Amazon AWS, or any other 3<sup>rd</sup> party provider for which Company software utilizes in its operation; and (iii) provide the Purchased Applications in accordance with applicable law. With regard to PCI DSS compliance, Stripe ([www.stripe.com](http://www.stripe.com)), Authorize.net, and other gateway providers as payment gateway providers are PCI compliant (such as <https://stripe.com/docs/security>). Company applications utilize Stripe, Authorize.net, PayPal, and other gateways as gateway providers. Company's Salesforce applications are "native to Salesforce" and fall under the Salesforce security provisions (<https://trust.salesforce.com/en/security/>), as they've passed Salesforce's security review process to be listed on the AppExchange.

**1.2.4 Service Levels.** The Purchased Applications shall be available 99.9% of the time, measured monthly, excluding scheduled maintenance or downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control. Notwithstanding anything to the contrary herein, the Client's sole and exclusive remedy for each period of downtime caused by Company (but expressly excluding downtime of a supporting service provider, such as Salesforce.com, Amazon AWS, Heroku, Twilio, Stripe, Spreedly and other payment related gateways/merchants/service providers, etc.) lasting longer than one business day will be services credits to Client for each day without access to the Purchased Applications. Downtime will accrue as soon as the Client notifies Blackthorn.io of such downtime, and will continue until availability of the Purchased Applications is restored. Such credits may not be redeemed for cash or exceed a total of credits for one (1) week of Fees under the applicable Order Form in any one (1) calendar month in any event. The Company will only apply a credit to the month in which the incident occurred. The Company's blocking of data communications or other Purchased Applications in accordance with its policies shall not be a breach of this Section 1.2.4.

**1.2.5 Protection of Client Data.** The Company shall maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data. The Client acknowledges and agrees that Client Data may be hosted and stored by Salesforce.com. The Company will not store Personally Identifiable Information ("PII"). With the use of the Events application, stored data may include information about Sessions, Speakers, Sponsors or ancillary data. The Company will only store configuration data (not client data or data of a sensitive nature) on its own databases for select use cases, such as for caching its Events application's data server-side for faster rendering. No checkout data (such as card data and PII) is stored by the Company. Such data will only reside within the relevant payment-processing gateway for paid checkouts and Client's Salesforce.com organization.

**1.2.6 Client Responsibilities.** The Client shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Client Data and of the means by which it acquired Client Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Purchased Applications, and notify the Company promptly of any such unauthorized access or use, and (iv) use the Purchased Applications only in accordance with this Agreement and applicable laws. The Client may not (a) make the Purchased Applications available to anyone other than Users in accordance with an Order Form, (b) sell, resell, rent or lease any Purchased Applications, (c) use any Purchased Applications to store or transmit infringing, libelous, or unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use any Purchased Applications to store or transmit malicious code, (e) interfere with or disrupt the integrity or performance of any Purchased Applications or third-party data contained therein, or (f) attempt to gain unauthorized access to any

Purchased Applications or their related systems or networks. Client represents and warrants that no Client Data infringes or misappropriates any third party intellectual property rights.

**1.2.7 Restrictions.** The Client hereby represents and warrants to the Company that the Client does not, directly or indirectly, compete with the Company or its business in any respect. The Client may not access any Purchased Applications if the foregoing representation and warranty is untrue at any time. The Client agrees that it may only access the Purchased Applications for a legitimate business purpose.

## **2. FINANCIAL TERMS**

**2.1 Fees and Expenses.** The Client shall pay all Fees to the Company as described in the applicable Order Form and in accordance with the payment schedule set forth in such Order Form. Except as otherwise specified herein or in any Order Form: (i) except for Fees payable in respect of any Overages, all Fees for Purchased Applications are based on Company Applications purchased and not actual Usage, (ii) payment obligations are non-cancelable and Fees paid are non-refundable, and (iii) the Company Applications purchased cannot be decreased during the relevant subscription term stated in the applicable Order Form, unless approved by Company in writing. Fees for Purchased Applications are based on billing periods that begin on the subscription start date and each annual anniversary thereof; therefore, Fees for Company Applications added in the middle of a billing period will be charged for that prorated billing period and the billing periods remaining in the subscription term. Clients who provide valid credit card information (the "Payment Method") to the Company for billing purposes authorize the Company to charge any monthly Usage-based Fees at the then current rate, and/or any other charges Client incurs in connection with Client's use of any Company Applications (including for any Overages) or any other services provided by the Company, to the Payment Method.

**2.2 Invoices and Payment.** The Company shall invoice the Client for the Fees in accordance with the terms and conditions of the applicable Order Form. The Company reserves the right to deactivate any Company Application, in whole or in part, if any invoice is greater than fifteen (15) days late. If any amounts invoiced by the Company are not received by the due date, such amounts will accrue interest from the date due until payment is received by the Company at the lesser of (i) one percent (1%) per month and (ii) the maximum rate permitted by applicable law. If any amounts invoiced by the Company are not received by the due date, the Company may condition future subscription renewals and Order Forms on payment terms shorter than those specified in this Section 2.2. If an Order Form contains licensing fees set for automatic renewal and the automatic renewal payment fails or if it is not paid on time, then the license will expire and the applicable Purchased Application(s) will not be usable until the renewal is paid per the terms of such Order Form, provided that any such expiration or unavailability will not relieve the Client of its payment obligations under such Order Form. The Client will pay any applicable sales taxes payable with respect to any Company Applications purchased by it. Unless otherwise stated on Order Form, all Fees will be billed in USD. In the event Fees are billed in a currency other than USD, the Company reserves the right to adjust the currency exchange rate on the Order Form in the event that payment is past due from Client and currency exchange rate has changed, in a manner unfavorable to the Company, by at least 3% since the original invoice issuance date.

### **3. TERM AND TERMINATION**

**3.1 Term.** The term of this Agreement shall begin on the Effective Date and continue in force unless and until terminated in accordance with Section 3.2 (the “Term”). The term of each Order Form shall be set forth in such Order Form; provided, however, that except as expressly set forth in any Order Form, upon the conclusion of the initial subscription term in each Order Form, the subscriptions set forth in such Order Form shall automatically renew for successive terms of equal duration unless either Party provides the other Party with written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current subscription term set forth in such Order Form.

**3.2 Termination.** Either Party hereto may terminate this Agreement and/or any or all Order Forms then in effect at any time, in whole or in part, with Cause (defined below), by giving written notice to the other party. In the event of termination by the Company for Cause, the Client shall pay to the Company, within ten (10) days after termination, the total amounts set forth in any Order Form in effect immediately prior to such termination. In the event of termination by the Client for Cause, the Company shall refund Client, within ten (10) days after termination, any pre-paid amounts for the period of time during which the Company Applications have not been utilized by Client. The party terminating this Agreement and/or any or all Order Forms then in effect for Cause will have no other liability arising out of such termination. For purposes hereof, “Cause” means (i) as to any Party, (x) a material breach of this Agreement by such Party and the failure to cure such breach within ten (10) days (immediately in the case of a breach of Article 4 or 5 of this Agreement) after receiving written notice from the non-breaching Party describing the breach, (y) the filing by or against such Party of a petition for relief under the bankruptcy acts or any other law for the relief of debtors or the commission by such Party of any other act of bankruptcy, or (z) the insolvency of such Party, or the assignment for the benefit of creditors made by such Party, and (ii) as to Client, Client’s failure to pay any invoice or other amount owing to the Company when due and the failure to cure such breach within ten (10) days.

**4. CONFIDENTIALITY.** “Confidential Information” means all information relating to this Agreement and/or any Order Form, or received by one Party (the “Recipient” from the other Party (the “Discloser”) in the course of performing its obligations under this Agreement, in whatever form, whether tangible, intangible, electronic, oral or otherwise), whether disclosed before or after the Effective Date, and whether or not marked or otherwise designated as confidential. Confidential Information does not include information that: (i) is or subsequently becomes publicly available without breach of any obligation owed to Discloser; or (ii) was or hereafter became known to Recipient from a source other than Discloser, provided that such source was not known to Recipient to be bound by an obligation of confidentiality for the benefit of Discloser. With respect to Discloser’s Confidential Information, Recipient agrees (x) to hold such Confidential Information strictly confidential, (y) not to utilize such Confidential Information except as required to perform any obligation hereunder, (z) to only disclose Confidential Information to its employees and independent contractors to the extent necessary for such employees or contractors to perform their duties under this Agreement. Recipient shall be responsible for any unauthorized disclosures of Discloser’s Confidential Information by its employees or contractors. In the event of a breach or threatened breach by Recipient of this Article 4, the Discloser will be entitled to equitable or injunctive relief. If Recipient is requested to disclose any of the Confidential Information pursuant to any judicial or governmental order, Recipient must first give Discloser written notice of the request (if legally

permissible) and sufficient opportunity to obtain a protective order (at Discloser's sole expense). If in the absence of a protective order Recipient is nonetheless compelled to disclose Confidential Information, Recipient may disclose such Confidential Information without liability hereunder.

## **5. REPRESENTATIONS AND WARRANTIES; DISCLAIMER**

**5.1 Mutual Representations and Warranties.** Each Party represents and warrants that as of the Effective Date and at all times thereafter: (i) it has the power and authority to enter into and perform its obligations under this Agreement and any Order Form; (ii) this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with the terms of this Agreement; and (iii) the execution and delivery of this Agreement by it and the performance of its obligations hereunder (y) are not in violation or breach of, and shall not conflict with or constitute a default under, any material contract, agreement, or commitment binding upon it, and (z) shall not conflict with or violate in any material manner, any applicable law, rule, regulation, judgment, order, or decree of any governmental authority.

**5.2 Company Representations and Warranties.** The Company hereby warrants to the Client that: (i) all Purchased Applications shall conform in all material respects to the specifications set forth in the applicable Order Form and/or User Guide; (ii) no Purchased Applications will infringe any third party intellectual property rights; and (iii) no disabling code or other malicious devices will be incorporated within the Purchased Applications.

**5.3 Disclaimer of Warranty; Sandboxes.** The Client and the Company acknowledge and agree that the Company does not warrant that the Purchased Applications will be completely error or bug free. Except as set forth in Section 5.2 hereof, the Company makes no warranties regarding the Purchased Applications, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. In light of the foregoing, Clients should test all functionality in their sandbox and production environments and report any work to Company that may need modification. Company may deliver features to Client that are complete in a sandbox or developer environment but, after deployment to a production environment, may not fully meet a use case or may encounter errors. Bugs are a regular part of software development and not something that Company failed to address. There is no warranty for a bug or functionality that is delivered by Company to Client that does not work as expected.

**5.4 Sole Remedy.** Notwithstanding anything to the contrary herein, upon breach by the Company of Section 5.2, the Client's sole remedy is for the Company to fix such Purchased Applications to comply with such warranty, provided that if the Company is unable to fix such Purchased Applications within a reasonable period of time, then the Client will have the right to terminate the relevant Order Form and obtain a refund of the amount paid solely for the Purchased Applications the Company is unable to fix for the time period of such breach.

**5.5 Non-GA Services.** From time to time the Company may invite the Client to try, at no charge, products or services that are not generally available to the Company's clients ("Non-GA Services"). Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for

production use, are not supported, may contain bugs or errors, and may be subject to additional terms. Non-GA Services are not considered to be “Company Applications” hereunder and are provided “AS IS” with no express or implied warranty. The Company may discontinue Non-GA Services at any time in its sole discretion.

## **6. INTELLECTUAL PROPERTY**

**6.1** Unless otherwise set forth in any Order Form, Company shall own exclusively all Company Applications and all other inventions and improvements developed or created by the Company, whether alone or in conjunction with others. Company grants to the Client a limited, non-transferable, non-sublicensable, non-exclusive license to use and exploit the Purchased Applications in accordance with the Order Form during the subscription term set forth therein, provided that Client has paid all Fees due hereunder. Subject to the limited rights expressly granted hereunder, the Company reserves all rights, title and interest in and to the Company Applications and all modifications and improvements thereto, including all related intellectual property rights. The Company will have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use and incorporate into the Company Applications any suggestions, requests, recommendations or other feedback provided by Client or any Users relating to the operation of the Company Applications. No rights are granted to the Client hereunder other than as expressly set forth herein.

**6.2** The Client will not (i) permit any third party to access the Company Applications except as expressly permitted herein or in an Order Form, (ii) create derivative works based on the Company Applications, (iii) copy, frame or mirror any part or content of the Company Applications, other than copying or framing on the Client’s own intranets or otherwise for its own internal business purposes, (iv) reverse engineer the Company Applications, (v) access the Company Applications in order to (y) build a competitive product or service, or (z) copy any features, functions or graphics of the Company Applications, or (vi) use the Company Applications in any manner that is in violation of any applicable law or regulation.

**6.3** The Client, a third party acting on the Client’s behalf, or a User may create applications or program code using the Company Applications as permitted in the User Guide. Subject to the above, the Company acquires no right, title or interest from the Client or its licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

## **7. LIMITATION ON LIABILITY**

**7.1 Liability Restrictions.** Neither Party shall be liable, whether in contract or in tort (including breach of warranty, negligence and strict liability in tort), for indirect, incidental, consequential, exemplary, punitive or special damages even if such party has been advised of the possibility of such damages in advance. The Company will not have any liability based upon or arising out of any actual or alleged defect in any technology products, hardware or software that is primarily caused by a third party, including, but not limited to, any third-party hardware or software supplier, manufacturer or originator. Each Party’s total aggregate liability to the other shall be limited to the Fees or other amounts paid (or payable) to the

Company in the 12 months immediately preceding the events giving rise to the liability, provided that such limitation will not apply to: (a) breaches of Article 4; (b) the failure of Client to pay any Fees to the Company as required by this Agreement or any Order Form; and (c) fraud, willful misconduct, or intentional misrepresentation.

**7.2 Force Majeure.** Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement as a result of fire, flood, earthquake, elements of nature or acts of God, pandemic, epidemic, riots, civil disorders, war, terrorism, rebellions or revolutions in any country, or any other similar event beyond the reasonable control of such Party, provided that the non-performing Party is without fault in causing such default or delay. The affected Party will promptly notify the other Party of the circumstances causing its delay or failure to perform and of its plans and efforts to implement a work-around solution, and will continue to use all commercially reasonable efforts to resume performance during such delay.

## **8. INDEMNIFICATION**

**8.1 Indemnity.** Subject to Section 7.1, (i) the Company shall indemnify, defend, and hold harmless the Client, and defend any action brought against the Client with respect to any claim, demand, cause of action, suit or proceeding brought by a third party against the Client to the extent that it is based on or arises out of (y) the fraud, willful misconduct, or intentional misrepresentation of the Company or (z) any assertion that any Company Applications or other information or materials provided by the Company infringe upon or violate any intellectual property right of any third party; and (ii) the Client shall indemnify, defend, and hold harmless the Company, and defend any action brought against the Company with respect to any claim, demand, cause of action, suit, proceeding (whether brought by the Client or any third party), damage, loss, costs or expenses arising out of (x) any assertion that any Client Data or other information or materials provided by the Client in connection with this Agreement or any Order Form infringes upon or violates any intellectual property right of any third party, (y) any alterations, modifications or changes made to the Company Applications by the Client or any Users or (z) the fraud, willful misconduct, or intentional misrepresentation of the Client.

**8.2 Procedures.** The indemnifying Party hereunder shall pay all costs incurred (including reasonable attorneys' fees) and damages awarded against the indemnified Party. The indemnified Party shall promptly notify the indemnifying Party in writing of any claim, suit, or proceeding for which the indemnifying Party may have obligations under this Article 8; provided, however, that any failure of the indemnified Party to provide such notice will excuse the indemnifying Party only to the extent that the indemnifying Party is materially prejudiced thereby. The indemnifying Party will have full control of any such claim, proceeding, or suit, and the authority to settle or otherwise dispose of any suit or threatened suit, provided that the indemnifying Party may not agree to any settlement of any claim, suit, or proceeding for which it has agreed to provide indemnification hereunder if such settlement would impose any liability or obligation upon the indemnified Party without the indemnified Party's prior written consent.

## **9. GENERAL PROVISIONS**

**9.1 Relationship of the Parties.** Each Party is an independent contractor of the other Party. Nothing in this Agreement shall constitute a partnership between or joint venture by the Parties, or constitute either Party the agent of the other.

**9.2 Governing Law; Venue.** This Agreement shall be governed by and construed under the laws of the State of New York, without reference to its conflicts of law provisions. The Parties hereby irrevocably agree, consent and submit to the non-exclusive jurisdiction of any state or federal court sitting in New York County, New York.

**9.3 Assignment and Subcontracting; Successors and Assigns.** Neither Party hereto may assign its rights or obligations under this Agreement to any third party without the prior, written consent of the other Party, which consent may be granted or withheld in the other Party's sole and absolute discretion, and any assignment in violation of the foregoing will be void *ab initio*; provided that either Party may freely assign this Agreement in connection with a merger where the assigning Party is not the surviving party of the merger, or the acquisition of all or substantially all of the assigning Party's assets or business. This Agreement is binding upon, and shall insure to the benefit of, each Party and their respective permitted successors or assigns.

**9.4 Entire Agreement; Order of Precedence; Counterparts; Survival.** This Agreement (including any Order Forms) sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof. In the event of any conflict between the terms and conditions contained in this Agreement and the terms and conditions contained in any Order Form, the terms and conditions contained in the Order Form shall control. This Agreement and any exhibit attached hereto may be executed in multiple counterparts (that may be executed by facsimile or other electronic transmission). The provisions of Article 4, Section 5.3, Articles 6-9 and this Section 9.4 will survive termination of this Agreement.

**9.5 Amendment and Waiver.** No amendment to this Agreement or any Order Form will be effective unless in writing and signed by authorized representatives of each Party. No waiver of any Party's rights is valid unless such waiver is in writing signed by such Party.

**9.6 Notices.** All notices and other communications hereunder shall be in writing and sent by e-mail or other digital delivery, and shall be deemed effective on the day sent.

**9.7 Unenforceable Provisions.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect, and, if legally permitted, such offending provision shall be replaced with an enforceable provision that as nearly as possible gives effect to the Parties' intent.

**9.8 Export Compliance; Anti-Corruption.** The Company Applications and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents that it is not named on any U.S. government denied-party list. The Client will not permit Users to access or use Company Applications in a U.S.-embargoed country or in violation of any U.S. export law or regulation. Neither Party has received or been offered any illegal or improper bribe, kickback,

payment, gift, or thing of value from the other Party's employee or agent in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

**9.9 Use of Logo.** During the Term of this Agreement, the Client hereby grants the Company the right to use the Client's name, logo, and a general description of its relationship with the Company for the Company's marketing and promotional purposes. This may include, but is not limited to, press releases, customer testimonials, case studies, website content, and social media posts. The Company agrees to respect the Client's brand guidelines in all such uses.

**10. DEFINITIONS.** The following terms shall have the following meanings:

**10.1 "Affiliate"** means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with the subject entity.

**10.2 "Agreement"** means the Master Services Agreement (MSA), any associated Order Forms, and all other attachments and exhibits incorporated by reference herein.

**10.3 "Client Data"** means all electronic data or information submitted by the Client to the Purchased Applications.

**10.4 "Control"** means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**10.5 "Order Form"** means the documents for placing orders hereunder that are entered into between the Client (or any of its Affiliates) and the Company (or any of its Affiliates) from time to time, including addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. All Order Forms shall be deemed incorporated herein by reference.

**10.6 "Overage"** Any amount of Usage or access by the Client to the Purchased Applications that exceeds the contractual limits defined in the applicable Order Form. Overage occurs when the Client surpasses the designated number of Users and/or the allocated Usage limits, in each case agreed upon in the applicable Order Form. The Company reserves the right to invoice the Client for any Overages, and the Client shall remit payment for such overages as outlined in the terms of this Agreement.

**10.7 "Purchased Applications"** means Company Applications that the Client or its Affiliates purchase under an Order Form and are made available online via web pages designated by the Company, including associated offline components as described in the User Guide. Purchased Applications do not include (i) any Company Applications provided pursuant to a free trial, (ii) any Non-GA Services, or (iii) any online applications and services and offline software products that are provided by entities or individuals other than the Company and that interoperate with the Company Applications, including but not limited to those

provided by salesforce.com (“[salesforce.com](https://www.salesforce.com)”) (but expressly excluding any and all Company Applications).

**10.8 “Usage”** The amount or extent to which the Purchased Applications are utilized by the Client, including but not limited to the number of Users, Registrations, Data consumed, Transactions processed, or any other metric specified in the applicable Order Form. Usage is subject to the limitations defined in the subscription and is monitored to ensure compliance with the agreed-upon contractual terms. Any Usage exceeding these defined limits may result in additional charges (Overages) or other corrective actions by the Company.

**10.9 “User Guide”** means the online user guide for the Company Applications, accessible via web pages designated by the Company, as updated from time to time.

**10.10 “Users”** means individuals who are authorized by the Client to use any Company Applications, for whom subscriptions to a Company Application have been ordered, and who have been supplied user identifications and passwords by the Client (or by the Company at the Client’s request). Users may include but are not limited to the Client’s employees, consultants, contractors and agents, and third parties with which the Client transacts business. Some of the Company’s applications are not sold on a “per-User” basis, such as Donations. For such applications, the Users clause does not apply.

**10.11 “Minimum Subscription Requirements”** means the minimum number of Users or number of registrations that the Client is required to maintain under the terms of the Agreement, as specified in the applicable Order Form or other governing documentation. The Company may offer various subscription tiers and bundles for the Company Applications and its other services, with functionality that may differ based on the specific subscription tier and the Usage metrics outlined in the applicable Order Form(s). The Usage metrics in the Order Form represent the minimum commitments the Client has agreed to for the duration of the subscription term set forth in such Order Form. No Fee adjustments or refunds will be provided for any reduction in Usage or Usage metrics during such subscription term. The Company reserves the right, in its sole discretion, to modify or update subscription tiers periodically; provided, however, that any such modifications will not affect the Client’s then-current subscription tier during the active subscription term in the Order Form(s), though they may apply to future subscription renewals (including any automatic renewals under such Order Form(s)).