Software as a Service Terms and Conditions

These Software as a Service Terms and Conditions ("Terms") constitute a legal agreement between Stationwise, Inc., a Delaware corporation ("Company"), and the customer identified on each applicable SaaS Order Form ("Customer"). Company and Customer are herein referred to individually as a "Party" and collectively as the "Parties". The Company is willing to make the Subscription Services (as defined below) available to Customer only as set forth in these Terms and each applicable SaaS Order Form. All terms with initial letters that are capitalized herein but which are not otherwise defined herein shall have the meanings set forth in each applicable SaaS Order Form. These Terms, its exhibits and attachments, and each applicable SaaS Order Form are collectively referred to herein as the "Agreement".

1. ACCESS RIGHTS; SUBSCRIPTION SERVICES; OWNERSHIP

1.1. Right to Access

Subject to the terms of this Agreement and any limitations set forth within the Applications (as defined below), Company grants to Customer a nonexclusive, nontransferable, revocable, non-licensable limited right to access and use (the "Access Rights") its proprietary software as a service offering for fire department scheduling, communications, budgeting, reporting, record storage and related matters, as updated and modified from time to time (the "Subscription `Services"), as set forth in each applicable SaaS Order Form, through certain downloadable software applications or an online web portal as made available by Company from time to time (collectively, the "Applications"), solely during the Term. Customer acknowledges and agrees that Company offers certain access rights and certain features and functionality of the Subscription Services to customers on a differentiated basis, and Company may offer from time-to-time different subscription plans, levels, or packages with respect to such rights, features, and functionality, for example with respect to Customer's available data storage or with respect to the number and type of Customer's permitted Authorized Users. Customer's Access Rights include only the features and functionality set forth in each applicable SaaS Order Form and may be exercised only with respect to the number of Customer fire stations (each a "Battalion" and collectively, the "Battalions") specified in each applicable SaaS Order Form.

1.2. Users

The Subscription Services may be used only by Customer's Authorized Users. As used herein, an "Authorized User" is (a) an employee or contractor of Customer authorized by Customer to access and use the Subscription Services; or (b) any other individual designated by Customer as an Authorized User and authorized by Customer to access and use the Subscription Services. Authorized Users will have different rights, features, and functionality within the Subscription Services based on the role or type of each such Authorized User (each, a "User Type"), and Customer is solely responsible for assigning and designating each Authorized User to be the appropriate User Type within and as set forth in the Subscription Services. For the avoidance of doubt, Company shall have no liability relating to or arising from the authorization of any individual as an Authorized User or relating to or arising from the designation of any Authorized User as a particular User Type. Customer acknowledges and agrees that it is responsible for all fees incurred in connection with the designation or authorization of Authorized Users by each Administrative User (as defined below), as set forth in each SaaS Order Form. Customer will at all times be responsible for any breach of these Terms by any Authorized User, regardless of whether such action was authorized by Customer or not and regardless of whether or not any Authorized User has separately agreed to any end user license with Company. Any action taken by an Authorized User in connection with the Subscription Services shall be deemed to be an action taken by Customer for purposes of compliance with these Terms.

1.3. Administrative User(s)

Company will grant at least one (1) Authorized User administrative control over Customer's account as provided by and through the administrative portal of the Subscription Services (each, an "Administrative User"), which may include the ability to designate or un-designate individuals to be Authorized Users, set permissions, revoke access, edit certain content uploaded via the Subscription Services, and otherwise configure certain of Customer's settings within the Subscription Services.

1.4. Technical Requirements

Customer and its Authorized Users are responsible for procuring and operating all computer systems, software, and telecommunications services required to meet the minimum technical specifications necessary for Authorized Users to access and use the Subscription Services as they exist from time to time, and Customer or any Authorized User may be unable to access or utilize some or all aspects of the Subscription Services unless such minimum technical specifications are met.

1.5. Ownership

The Applications, the Subscription Services, including without limitation all software code related to the foregoing, the Analytics (as defined below), the Documentation, Company Content, all other content and materials that are not Customer Inputs (as defined below) or User Data (as defined below) that appear in the Applications and in the Subscription Services, and all improvements, modifications, derivative works or innovations made to each of the foregoing and all intellectual property rights in each of the foregoing (including all rights associated with particular information that are granted by law and that give the owner, independent of contract, exclusive authority to control use or disclosure of the information, including enforceable privacy rights and any rights in databases recognized by applicable law) are the exclusive property of Company and its licensors, even if such improvements, modifications, derivative works or innovations result from suggestions, enhancement requests, recommendations or other feedback provided by Customer or any Authorized User. Except for the Access Rights expressly granted herein, all rights in and to all of the foregoing are reserved by Company. These Terms do not convey to Customer any rights of ownership or other intellectual property right in, to, or under any Subscription Services. Nothing in these Terms will be deemed to grant to Customer any right to receive a copy of any software underlying the Applications or Subscription Services, in either object or source code form. Company shall own all intellectual property rights related to any feedback, comments, or suggestions Customer or its Authorized Users provide to Company with respect to the Subscription Services, and Customer hereby assigns all such intellectual property rights to Company.

1.6. Analytics

As used herein, "Analytics" means information, data, statistics, metadata, inferences, interrelationships, and/or associations generated by or from the Subscription Services, or regarding Customer's or its Authorized Users' use of the Subscription Services, including without limitation performance metrics. Company may create, collect, use and disclose Analytics for product improvement and other Company business purposes. Analytics will not identify Customer or any Authorized User as the source of the information or include any Personal Information.

1.7. Suspension

Company may suspend Customer's or any Authorized User's Access Rights at any time in the event that (a) any payment due to the Company from Customer is more than five (5) business days past due; (b) a reasonable threat to the technical security or technical integrity of the Subscription Services exists, provided that Company promptly recommences performance upon the cessation of the threat; or (c) if Company reasonably determines that Customer or any Authorized User has otherwise violated any of these Terms and provided the Customer with notice thereof and at least ten (10) business days to cure such violation. For the avoidance of

doubt, Customer's obligation to pay the Fees (as defined below) set forth in each applicable SaaS Order Form shall continue in full force and effect during any suspension of access to the Subscription Services under these Terms. Company shall not be liable to Customer, any Authorized User or third party for any suspension of Access Rights under this Agreement.

2. CUSTOMER RESPONSIBILITIES

2.1. Access Credentials

Customer will safeguard, and ensure that all Authorized Users safeguard, the devices, computers, and networks used to access the Subscription Services and safeguard all login information, passwords, identity and security protocols, and policies through which Authorized Users access and use the Subscription Services ("Access Credentials"). Customer agrees to: (1) keep its Access Credentials secure and confidential and not to allow any of Customer's Authorized Users to provide their Access Credentials to anyone else; and (2) not permit any individual who is not an Authorized User from using any Access Credentials. For the avoidance of doubt, Customer may not allow, permit, or authorize the use of any Authorized User's Access Credentials by more than one individual, and Customer shall ensure that each Authorized User does not share or allow any other individual to utilize such Authorized User's Access Credentials. Customer will notify Company and will ensure that Authorized Users notify the Company immediately (within 48 hours) if Customer or any Authorized User learns of any unauthorized use of any Access Credentials or any other known or suspected breach of security relevant to the Subscription Services. Company reserves the right, in its sole discretion and without liability to Customer or its Authorized Users, to take any action Company deems necessary or reasonable to ensure the security of the Subscription Services and Customer's Access Credentials and account, including suspending or terminating Customer's access or the access of any of Customer's Authorized Users, changing passwords, or requesting additional information to authorize activities related to Customer's account.

2.2. Representations

Customer represents and warrants that: (a) it has full power and authority to enter into each applicable SaaS Order Form and perform its requirements and obligations set forth in this Agreement; (b) the person signing each applicable SaaS Order Form on Customer's behalf has been duly authorized and empowered to enter into it and to this Agreement; (c) it has a valid and binding agreement with each Authorized User or with the legal entity that employs each Authorized User, pursuant to which Customer can enforce the compliance of such Authorized User with this Agreement; and (d) that it will perform its obligations and exercise its rights hereunder in conformance with all applicable laws, rules, regulations and guidelines, including, without limitation, those related to privacy and data security. Customer represents that all information Customer or any Authorized User provides to Company through the Applications or

otherwise as part of its account registration and at any other time during or after the account registration will be true, accurate, complete, and current and that Customer and each Authorized User will promptly update all such information as necessary such that it is, at all times, true, accurate, complete, and current.

2.3. General Restrictions on Use

Customer and each Authorized User shall comply with all applicable laws in its use of the Subscription Services and agrees not to act outside the scope of the rights that are expressly granted by this Agreement. Customer will not, and shall ensure that the Authorized Users will not, (a) make the Subscription Services available to anyone other than the Authorized Users; (b) commercially exploit, sell, resell, license, sublicense, rent, lease, or distribute the Subscription Services or include any Subscription Services or any derivative works thereof in a service bureau or outsourcing offering except as expressly set forth in this Agreement; (c) copy, photograph, or otherwise reproduce any part of the Subscription Services, including any Platform Content, or modify or make derivative works based upon the Subscription Services, including any Platform Content; (d) create internet "links" to the Subscription Services or "frame" or "mirror" any portion of the Subscription Services on any other website, software application, server, or device; (e) access the Subscription Services for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes; (f) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the object code or source code from which any software component underlying the Subscription Services are compiled or interpreted; (g) interfere with or disrupt the integrity or performance of the Subscription Services, the Applications, or the data contained therein or disrupt any servers or networks connected to the Subscription Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Subscription Services; or (h) utilize the Subscription Services in order to (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable law; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful, unsafe, malicious, abusive, or tortious material, including material harmful to children or violative of third party privacy rights; or (iii) send or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents or programs or plant malware on Company's computer systems, those systems of Company's third party service providers or vendors, or otherwise use the Subscription Services to attempt to upload and/or distribute malware. Customer shall be responsible for Authorized Users' use of the Subscription Services, including their compliance with the requirements of this Section 2.3, and any action or breach of this Agreement by an Authorized User shall be deemed an action or breach hereof by Customer. Nothing in this Agreement shall be construed to grant Customer any right to obtain or use such object code or source code. Compliance with the restrictions set forth in this Section 2.3 is an essential basis of this Agreement, and Customer agrees to reimburse Company for attorneys' fees and court costs incurred in connection with any lawsuit brought by Company in which a court or arbitrator finds that Customer or any Authorized Users have breached any provisions of this Section 2.3.

3. PLATFORM CONTENT; CUSTOMER INPUTS; USER DATA

3.1. Platform Content

Company may provide certain information, data, and other content on or through the Applications or Subscription Services ("Company Content"). The Services may from time to time include, feature, or link-to information, data, and other content or websites from third parties (collectively, the "Third Party Content" and together with Company Content, the "Platform Content"). IT SHALL BE CUSTOMER'S AND EACH AUTHORIZED USER'S RESPONSIBILITY FOR DETERMINING THE SUITABILITY OF THE SUBSCRIPTION SERVICES AND ANY PLATFORM CONTENT FOR THE USE BY CUSTOMER AND EACH SUCH AUTHORIZED USER. CUSTOMER IS RESPONSIBLE FOR DETERMINING WHETHER ANY PLATFORM CONTENT IS RELEVANT, APPROPRIATE, OR SUFFICIENT FOR CUSTOMER'S PURPOSES. ALL PLATFORM CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE," AND COMPANY MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE PLATFORM CONTENT, INCLUDING WITHOUT LIMITATION WITH RESPECT TO ITS COMPLETENESS, CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

3.2. Customer Inputs; Customer Marks

The Subscription Services may include the ability for the Customer and Authorized Users to upload and/or enter certain content, including without limitation data, text, writing, videos, images, photos, audio clips, graphics information, software, code, and any other types of content and including without limitation in connection with any messaging in or through the Subscription Services (collectively, "Customer Inputs"). As between Customer and Company, Customer owns all right, title, and interest in and to the Customer Inputs. Customer hereby grants to Company a non-exclusive, royalty-free license, to access, use, and copy the Customer Inputs as necessary to provide the Subscription Services, including without limitation for troubleshooting purposes, and to create the Analytics. Customer also hereby grants Company a non-exclusive, royalty-free to use and copy Customer's name, applicable trademarks, and other branding within the Subscription Services and Applications solely in connection with Company's provision of the Subscription Services to Customer's Authorized Users.

3.3. User Data

The Subscription Services may include functionality that allows certain Authorized Users to directly or indirectly upload and/or enter certain content, including without limitation data, text, writing, videos, images, photos, audio clips, graphics information, software, code, and any other types of content (collectively, "User Data"). As between Customer and Company, Customer

owns all right, title, and interest in and to the User Data. Customer hereby grants to Company a non-exclusive, royalty-free license, to access, use, and copy User Data as necessary to provide the Subscription Services, including without limitation for troubleshooting purposes, and to create the Analytics.

3.4. Customer Responsibility for Customer Inputs and User Data

As between Company and Customer, Customer is solely responsible for the accuracy and quality of the Customer Inputs and User Data. Customer represents, warrants, and covenants that it has, and will have as required under this Agreement, the legal right, title, interest and authority to provide Company with access to, use of, and license to the Customer Inputs and User Data and such access, use and license will not cause a breach of any third-party agreement, violate any right of a third party, or any applicable law. Without limiting the generality of the foregoing, Customer represents, warrants and covenants that at all times during the Term, it will have provided all notices, and obtained all consents, reasonably necessary for Company to access and use the Customer Inputs and User Data to provide the Subscription Services, and that the Customer Inputs and User Data:

a) are provided to Company in accordance with all applicable laws, do not   otherwise violate any applicable law, and could not give rise to any civil liability;

b) will not and do not infringe any intellectual property rights;

c) will not and do not violate the privacy, publicity, or other rights of third parties or   any other law, statute, ordinance or regulation;

d) will not and do not misrepresent the source of the Customer Inputs or User Data;

e) will not and do not misrepresent Customer's identity in any way;

f) will not and do not contain any viruses, Trojan horses, spyware, malware, worms, time bombs, cancelbots, or other disabling devices or other harmful components intended to damage, detrimentally interfere with, surreptitiously intercept or   expropriate any system, data or personal information;

g) will not violate, or encourage any conduct that would violate, any applicable law   or regulation or would give rise to civil liability.

3.5. Monitoring

Company has no obligation to monitor any Customer Inputs or User Data. Company does, however, reserve the right to monitor Customer Inputs and User Data and further reserves the

rights to remove or refuse to accept, store, post, or display any Customer Input or User Data; to disclose Customer's name, contact information, and other information to any third party who claims that any Customer Input or User Data violate any rights of a third party; and to terminate or suspend Customer's or any Authorized User's access to all or part of the Subscription Services.

3.6. Security of Customer Inputs and User Data

Company will implement and maintain physical, technical, and administrative safeguards that are reasonably designed to protect the security, confidentiality, and integrity of the Customer Inputs and User Data.

3.7. Privacy Policy

To the extent the Customer Inputs or User Data include any Personal Information, Company and Customer will comply with their respective obligations set forth in the data processing addendum attached as Attachment 1 (the "Data Processing Addendum"). As used herein, "Personal Information" shall have the meaning given to such term in the Data Processing Addendum.

4. FEES AND PAYMENT

4.1. Fees

In consideration for the rights granted hereunder, Customer will pay to Company the fees (the "Fees") as set forth in each applicable SaaS Order Form, and unless otherwise waived by Company, third party vendor expenses and travel expenses that may be incurred during the delivery of the Subscription Services will be charged separately at actual incurred cost subject to Customer's approval. Unless otherwise specified in each applicable SaaS Order Form, all invoices issued by Company will be due and payable net thirty (30) days after Customer's receipt. All Fees are nonrefundable, except as expressly otherwise set forth herein, and will be paid in U.S. dollars and exclude all applicable sales, use, and other taxes. Any Fees or expenses that are not paid when due are subject to interest at one and a half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. The Fees do not include applicable taxes. Upon each Renewal Term (as defined below), the Fees will increase at a rate of five percent (5%) per annum until the expiration or earlier termination of the applicable SaaS Order Form.

4.2. Taxes

Unless otherwise stated, the Fees do not include any applicable sales, use, or similar taxes, assessable by any local, state, provincial, federal or foreign jurisdiction, but excluding taxes on Company's income or assets (collectively, "Taxes"). Customer is responsible, and Company shall have no liability, for paying all Taxes applicable to Customer's purchases hereunder. If Company elects to pay or collect any such Taxes, the appropriate amount of such Taxes shall be invoiced to and paid by Customer unless Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. Customer will make all payments to Company free and clear of, and without reduction for, any Taxes.

5. CONFIDENTIALITY

5.1. Confidential Information

"Confidential Information" means all information and materials disclosed by or on behalf of a Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether orally or in writing, that are designated as confidential, either marked in writing where possible, or identified as such and confirmed in writing, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of each Party shall include business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. For the avoidance of doubt, the Subscription Services, the Platform Content, the Analytics, and the Fees constitute Confidential Information of Company, and the Customer Inputs and User Data constitute Confidential Information of Customer. For purposes of this Section 5, disclosure of Confidential Information by or to any Authorized Users shall be deemed disclosure of Confidential Information by or to Customer, as applicable.

5.2. Protection of Confidential Information

The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the service providers of the Receiving Party (or if the Receiving Party is Customer, only to the service providers or Authorized Users of Customer) who have a need to know such Confidential Information in connection with this Agreement or the use or operation of the Subscription Services and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Both Parties acknowledge and agree that the Disclosing Party may be irreparably harmed by any violation of this Section 5 and that the use of the Confidential Information for any purpose other than that stated herein may, among other things,

enable the Receiving Party or other third parties receiving such Confidential Information to compete unfairly with the Disclosing Party. Therefore, in the event of a breach or threatened breach, the Disclosing Party shall be entitled, in addition to all other rights and remedies available at law or in equity, to seek (a) an injunction restraining such breach; or (b) a decree for specific performance of the applicable provision of this Agreement. Notwithstanding the termination or expiration of this Agreement, the obligations of the Receiving Party, with respect to the Confidential Information of Disclosing Party, shall be in full force and effect as follows: (i) in the case of any information or materials that constitute a trade secret within the meaning of applicable law, for as long as such information and materials remain as a trade secret, or (ii) in the case of any other information or materials, during the Term and for five (5) years following the termination or expiration of the Term. Customer shall ensure that all Authorized Users adhere to the provisions of this Section 5 and maintain the confidentiality of Company's Confidential Information. Customer shall be liable for any breach of this Section 5 by an Authorized User.

5.3. Exceptions

The Receiving Party's obligations under this Section 5 will not apply to any portion of the Disclosing Party's Confidential Information if such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who was not subject to an obligation of confidentiality; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party, as permitted by applicable law, rules and regulations, notifies the Disclosing Party of such required disclosure in writing promptly, and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

6. DISCLAIMER OF WARRANTIES

6.1. Disclaimer of Warranties

COMPANY MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION REGARDING THE SUBSCRIPTION SERVICES, OR OTHERWISE WITH RESPECT TO THE SUBJECT MATTER OF THESE TERMS AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS AS WELL AS ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. Company shall not be responsible for ensuring and does not represent or warrant that: (i) the Subscription Services will meet Customer's business requirements; (ii) the Subscription Services will be error-free or uninterrupted or that the results obtained from its use will be accurate or reliable; or (iii) all deficiencies in the Subscription Services can be found or corrected. Company will not be responsible for loss or corruption of data, in each case caused by acts within the control of Customer or any Authorized User or otherwise outside of the control of Company.

7. INDEMNIFICATION

7.1.

Customer shall defend, indemnify and hold Company and its affiliates and their respective employees, officers, directors, and independent contractors (each a "Company Indemnitee") harmless from and against all liabilities, losses, damages, and expenses (including court costs and reasonable attorneys' fees) incurred in connection with claims, suits, or proceedings (each, a "Claim") (i) made or brought against each such Company Indemnitee by a third party alleging that the Customer Inputs or User Data infringe the intellectual property rights of, or have otherwise damaged, a third party; (ii) Customer's or any Authorized User's access to or use of the Subscription Services; or (iii) based on any failure or alleged failure of the Customer or an Authorized User to comply with this Agreement or any applicable law, rule or regulation in connection with its use of the Subscription Services.

7.2.

The foregoing indemnification obligations are conditioned on the indemnified party: (a) notifying the Customer promptly in writing of such Claim, (b) reasonably cooperating and assisting in such defense at the Customer's expense, and (c) giving sole control of the defense and any related settlement negotiations to Customer with the understanding that Customer may not settle any Claim in a manner that admits guilt on the part of the indemnified party, requires any non-indemnified payment by the indemnified party, or otherwise materially prejudices the indemnified party, without the indemnified party's prior written consent.

8. LIMITATION OF LIABILITY

8.1. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PROVIDING THE SUBSCRIPTION SERVICES, WHETHER ARISING UNDER STATUTE, CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER AS FEES FOR THE SUBSCRIPTION SERVICES UNDER THE APPLICABLE SAAS ORDER FORM UNDER WHICH THE CLAIM AROSE DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH SUCH CLAIM OR CAUSE OF ACTION AROSE. THE FOREGOING LIMITATIONS ARE CUMULATIVE AND NOT PER INCIDENT AND SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.

8.2. Exclusion of Consequential and Related Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BUSINESS, LOSS OF, DAMAGE TO, OR CORRUPTION OF, DATA, LOSS OF USE, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED, WHETHER ARISING UNDER STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR WHETHER SUCH DAMAGE WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES. The foregoing limitations shall not apply to a Party's liability arising from confidentiality obligations in Section 5 or the indemnification obligations in Section 7.

9. TERMINATION

9.1. Term

This Agreement becomes effective between the Company and Customer upon the date of the last signature to each applicable SaaS Order Form (the "Effective Date"). Unless otherwise set forth in an applicable SaaS Order From, the "Initial Term" of this Agreement will be for one (1) year commencing on the Effective Date and shall remain in effect until this Agreement has expired or until its termination as provided in this Section 9. This Agreement shall automatically renew for additional one (1) year periods (each a "Renewal Term" and

together with the Initial Term, the "Term") unless either party provides at least ninety (90) days' prior written notice of nonrenewal prior to the expiration of the then-current Term.

9.2. Early Termination

This Agreement may be terminated:

a) by Company if Customer fails to timely make any payment due hereunder and   fails to cure such default within ten (10) business days after receiving notice in   writing from Company of such failure;

b) by either Party (the "Non-breaching Party") upon written notice containing an   explanation of an alleged material breach to the other Party (the "Breaching   Party"), if the Breaching Party materially breaches this Agreement and does not   cure the material breach within thirty (30) days after receiving written notice   thereof from the Non-breaching Party;

c) by either Party for convenience upon one hundred twenty (120) days' prior written notice.

9.3. Termination Upon Bankruptcy or Insolvency

Either Party may, at its option, terminate this Agreement immediately upon written notice to the other, in the event (a) that the other Party becomes insolvent or unable to pay its debts when due; (b) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against such other Party, such petition is not removed within ninety (90) days after such filing; (c) the other Party discontinues its business; or (d) a receiver is appointed or there is an assignment for the benefit of the other Party's creditors.

9.4. Destruction of Customer Inputs and User Data

Company may destroy any Customer Inputs and User Data in its possession or control at any time after termination or expiration of this Agreement. Customer further agrees that Company shall not be liable to Customer nor to any third party for any such destruction.

9.5. Effect of Termination; Survival

Customer's and each Authorized User's right to access and use the Subscription Services shall terminate immediately upon the expiration or termination of this Agreement. Termination of this Agreement will not relieve Customer of the obligation to pay any Fees accrued or payable to Company prior to the effective date of termination or for the remainder of the Term. Sections 1.6 (Ownership), 1.7 (Analytics), 4 (Fees), 5 (Confidentiality), 6 (Disclaimer of Warranties), 7

(Indemnification), 8 (Limitation of Liability), 9 (Termination), and 10 (General) shall survive any termination or expiration of this Agreement.

10. GENERAL

10.1. Marketing

Company may issue a press release after the Effective Date regarding Customer's use of the Subscription Services. Customer consents to Company publicly referring to Customer as a customer of Company, including on Company's website and in sales presentations, and Company's use of Customer's logo for such purposes.

10.2. Governing Law; Jurisdiction

This Agreement and any action related thereto will be governed and interpreted by and under the laws of the state of Delaware, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Each Party hereby consents to the personal jurisdiction and venue in the state and federal courts located in the state of California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

10.3. Severability

If any provision or portion of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions and portions of this Agreement will remain enforceable and the invalid or unenforceable provision or portion will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

10.4. Waiver; Remedies

Any waiver or failure to enforce this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

10.5. Notices

All notices under this Agreement shall be in writing and given to the other Party at the notice address set forth in each applicable SaaS Order Form. All notices shall be given (i) by delivery

in person (ii) by a nationally recognized next day courier service (e.g., FedEx, etc.), (iii) by first class, registered or certified mail, postage prepaid, return receipt requested (iv) by facsimile provided that there is confirmation of receipt, or (v) by electronic mail, provided that there is confirmation of receipt. All notices shall be effective upon receipt by the Party to which notice is given. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

10.6. Entire Agreement

To the maximum extent permitted by applicable law, this Agreement constitutes the entire agreement between the Parties as to its subject matter, and supersedes all previous and contemporaneous agreements, proposals and representations, written or oral, concerning the subject matter of this Agreement. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the Parties prior to the effectiveness of this Agreement except as expressly stated in this Agreement. Customer acknowledges and agrees that its agreement hereunder is not contingent upon the delivery of any future functionality or features not specified this Agreement or dependent upon any oral or written, public or private comments made by Company with respect to future functionality or features for the Subscription Services. In the event of any conflict between the provisions in these Terms and each applicable SaaS Order Form, these Terms shall prevail unless the applicable SaaS Order Form expressly states that it is intended to amend or modify these Terms. No terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

10.7. Amendment

Company may modify or amend these Terms at any time and from time to time in its sole discretion by notifying Customer at least 30 days prior to the effectiveness of such change. Customer may terminate this Agreement after any such modification or amendment by providing Company written notice of such termination within 30 days after its receipt of the notice describing such change. If Customer does not provide such notice, then it shall be deemed to have accepted such modification or amendment of these Terms.

10.8. No Assignment

Customer may not assign, subcontract, delegate, or otherwise transfer this Agreement, or Customer's rights and obligations herein, without obtaining the prior written consent of Company, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. This Agreement will be binding upon the Parties and their respective successors and permitted assigns.

10.9. Force Majeure

Any delay in the performance of any duties or obligations of either Party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, epidemic, pandemic, or any other event beyond the control of such Party (any of which, a "Force Majeure"), provided that such Party uses reasonable efforts, under the circumstances, to notify the other Party of the cause of such delay and to resume performance as soon as possible.

10.10. Independent Contractors

Company's relationship to Customer is that of an independent contractor, and neither Party is an agent or partner of the other. Neither Party will have, and will not represent to any third party that it has, any authority to act on behalf of the other.

10.11. No Third-Party Beneficiaries

Except as provided in this Agreement, this Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10.12. Counterparts; Electronic Signatures

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. A manually or electronically signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of the Agreement.

10.13. Construction

The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise: (i) references to the plural include the singular, the singular the plural, and the part the whole, (ii) "or" has the inclusive meaning frequently identified with the phrase "and/or," (iii) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," and (iv) references to "hereunder,"

"herein" or "hereof" relate to this Agreement as a whole. Any reference in this Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time. The Parties agree that this Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either Party and that ambiguities shall not be interpreted against the drafting Party.