



Master Subscription Agreement

This Master Subscription Agreement ("MSA") sets forth the terms and conditions that govern the Order Forms placed under this MSA by and between PartnerTap, Inc. ("PartnerTap") and the legal entity set forth on the Order Form to which this MSA relates ("Customer").

1. Agreement Definitions.

- 1.1 "Affiliate" means any legal entity that directly or indirectly controls, is controlled by, or is under common control with the Customer during the term of the Agreement, where "control" means the, direct or indirect, ownership of more than 50% of the entity's shares or voting interest, and for so long as such control is maintained, excluding any entity that is a party to a separate written agreement with PartnerTap for the Service.
- 1.2 "Agreement" means this MSA and any Order Forms that incorporate this MSA by reference.
- 1.3 "Authorized User" means any Customer and/or Affiliate employee, agent, contractor, or consultant for whom Customer purchased a subscription to use and access the Service.
- 1.4 "Confidential Information" means the information that the disclosing party designates as confidential at the time of disclosure or that should reasonably be understood to be confidential information of the disclosing party. For the avoidance of doubt, (a) Customer Data is the Confidential Information of Customer, and (b) the Service, Documentation, and pricing under the Agreement are the Confidential Information of PartnerTap.
- 1.5 "Customer Data" means the electronic data, materials, and information submitted by or for Customer and/or its Authorized Users into the Service.
- 1.6 "Documentation" means the then-current technical and functional documentation (such as user guides, policies, and descriptions) for the Service that is made available to Customer.
- 1.7 "Implementation Services" means professional services performed by PartnerTap for the implementation and configuration of the Service.
- 1.8 "Order Form" means an ordering document for the Service that incorporates this MSA by reference that is entered into by and between Customer and PartnerTap.
- 1.9 "Service" means the PartnerTap subscription-based, hosted, managed, and supported on-demand business service ordered by Customer under an Order Form, and accessed by Customer and/or its Authorized Users online whether via partnertap.com or its mobile application, and as modified and updated by PartnerTap from time to time.
- 1.10 "Subscription Term" means the term of the subscription identified in the applicable Order Form, including all renewals, for the Service.

2. Affiliates.

- 2.1 The rights and obligations of the Agreement shall extend to all Affiliates authorized by Customer, even though each such entity is not specifically named as a party to the Agreement. Customer represents that it has the authority to bind its Affiliates to the terms and conditions of the Agreement. Customer will be and remain liable for all of the obligations of all Affiliates, and PartnerTap will look to the Customer for enforcement of PartnerTap's rights under the Agreement.

3. Usage Rights and Restrictions.

- 3.1 Subject to the terms of the Agreement, (a) PartnerTap grants to Customer a non-exclusive, non-transferable (except as set forth in Section 17.3), world-wide right to access and use the Service and Documentation solely for Customer's internal business operations for the Subscription Term, unless earlier terminated in accordance with this Agreement, and (b) Customer grants to PartnerTap a non-exclusive, non-transferable (except as set forth in Section 17.3), world-wide right to use, process, display, transmit, and host Customer Data to provide the Service. Subject to the terms of the Agreement, PartnerTap will (a) make the Service available to Customer, (b) provide standard support for the Service at no additional charge, and (c) use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for (i) excused downtime to perform routine maintenance (ordinarily during weekend evenings pacific standard time), and (ii) downtime due to causes beyond PartnerTap's reasonable control.
- 3.2 Customer may allow its Authorized Users to access and use the Service. Customer shall be responsible for (a) their Authorized Users' compliance with the Agreement, (b) entering Customer Data into the Service, and (c) the quality, accuracy, reliability, legality, and contents of Customer Data.
- 3.3 The quantities purchased by Customer specified on Order Forms cannot be decreased during the Subscription Term. The Service is subject to usage limits and may not be accessed and used by more than the quantity of Authorized Users set forth in an Order Form. Any excess use shall be set forth in an additional Order Form for such additional quantities. If Customer is unable or unwilling to enter in such an additional Order Form then Customer shall nonetheless pay any invoice for excess usage.
- 3.4 Customer and its Authorized Users will not directly or indirectly do any of the following: (a) submit material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs, (b) interfere, disrupt, overwhelm, place an unreasonable load on, or attack the Service, its associated software, hardware, or servers, or the data contained therein, (c) circumvent or endanger the operation and security of the Service, override any security feature, or attempt to gain unauthorized access to the Service or its related systems or networks, including through an interface not provided or authorized by PartnerTap such as by use of scripts or bots, or (d) reproduce, duplicate, copy, sell/resell, trade, rent, lease, loan, modify, reverse engineer, decompile, disassemble, decipher, transmit, distribute, create derivative works of, or exploit the Service, including PartnerTap code and software or any related technology, or otherwise attempt to derive the source code for the Service, or (e) access or use the Service on a service bureau basis or make the Service or Documentation available to any third party. Failure to abide by the terms of this Agreement shall be considered a material breach and may result in suspension, termination, or restriction of Customer's use and access to the Service, without notice, in addition to PartnerTap's other rights and remedies. PartnerTap may suspend use of the Service if continued use may result in material harm to the Service or its users. PartnerTap will notify Customer of the suspension. PartnerTap will limit the suspension in time and scope as reasonably possible under the circumstances.

4. Sharing; Acceptable Use.



- 4.1 PartnerTap is a professional social network and allows sharing of Customer Data, as authorized by Customer, such as Customer's sales opportunities and account information and content, with other users of the Service that Customer designates ("Partner(s)"). Customer's Partners may access Customer Data and share it with third parties to which Customer hereby consents. Through Customer's use of the Service, Customer will have access to Customer's Partner and other PartnerTap customer and user information and content ("Third Party Content") which Customer agrees to use responsibly and professionally, and in accordance with the terms of this Agreement. PartnerTap does not generally review Third Party Content and Customer agrees that PartnerTap is not responsible for, and has no obligation to, control, monitor, or correct, any Third Party Content. Customer's use or reliance on any Third Party Content is entirely at Customer's own risk and for which Customer is entirely responsible. PartnerTap provides no warranties of any kind with respect to any Third Party Content and is not responsible or liable for any claims or damages that may result from Customer's use or reliance on such Third Party Content. Upon termination of Customer's use of the Service, PartnerTap will not, and has no obligation to, restrict any post-termination use of any Customer Data that Customer shared with Customer's Partners or submitted to the Service prior to termination.
- 4.2 Customer agrees not to use the Service to upload, post, transmit, share, store or otherwise make available any (i) content or information that is inaccurate, incomplete, misleading, offensive, harmful, threatening, unlawful, tortious, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, libelous, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable, or (ii) unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, collectively ("Objectionable Content"). Through Customer's use of the Service, Customer may encounter Objectionable Content provided by Customer's Partners or other PartnerTap users, and Customer is responsible to report any Objectionable Content to PartnerTap. PartnerTap reserves the right to not publish certain information or content on the Service and can remove it in PartnerTap's sole discretion or if required by law, with or without notice.
- 5. Third Party Services.**
- 5.1 The Service includes integrations and features designed to interoperate with third party websites, platforms, systems, applications, and services that are linked and/or accessed to and/or from the Service ("Third Party Services"). Such Third Party Services are subject to terms and conditions of those third parties and are not part of the Service and the Agreement does not apply to them. Customer shall obtain access to such Third Party Services and is required to grant such access to PartnerTap for the purpose of providing the Service and to access Customer's data on such Third Party Services. PartnerTap is not responsible for any disclosure, modification or deletion of Customer Data, or data residing on such Third Party Services, resulting from the interoperation of the Service with such Third Party Services. If the provider of such Third Party Services ceases to make the Third Party Services available for interoperation with the Service, or no longer makes their respective application programming interface available ("API") therefor, then PartnerTap may cease providing such interoperability without entitling Customer to any refund, credit, or other compensation. PartnerTap cannot guarantee the continued availability of integration or interoperability with any Third Party Services.
- 6. Fees and Payment.**
- 6.1 Customer will pay the undisputed fees specified in Order Forms. For payment of fees under the Agreement, Customer will provide to PartnerTap valid unexpired credit card information, and Customer authorizes PartnerTap to charge such credit card for the duration of the Subscription Term. Such charges shall be made in advance in accordance with the billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card then PartnerTap will invoice Customer in advance. Payment obligations are non-cancelable and fees paid are non-refundable, and Customer shall not withhold, reduce, or set-off fees owed under the Agreement.
- 6.2 Fees specified in Order Forms do not include any sales, value-added, use, withholding, or other similar taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer's purchases hereunder. If PartnerTap has the legal obligation to pay or collect Taxes for which Customer is responsible, PartnerTap will invoice Customer and Customer will pay that amount.
- 6.3 Customer is responsible to maintain complete and accurate billing and contact information (including current unexpired credit card information, if applicable) with PartnerTap to avoid termination or interruption to the Service. If any amount due is not received by the due date then, without limiting PartnerTap's rights or remedies, those charges may accrue late interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is lower. In the event that any amounts are overdue by 30 days or more, PartnerTap may suspend or terminate Customer's use of the Service. Customer agrees to reimburse PartnerTap for any collection costs and interest for any overdue amounts.
- 6.4 If Customer in good faith disputes the accuracy of any portion of a PartnerTap invoice, then Customer shall pay all undisputed amounts when due, but may withhold any portion that is disputed in good faith pending resolution of the dispute so long as Customer provides PartnerTap with written notice of such dispute and uses commercially reasonable efforts to resolve such dispute in good faith. If Customer is determined to owe the disputed charges then such charges will be paid with interest back to the date such charges were originally due at the rate of 1.5% per month or the maximum rate permitted by law, whichever is lower, up until the date of receipt of payment.
- 7. Security.**
- 7.1 PartnerTap uses reasonable security technologies in providing the Service in accordance with commercially reasonable industry standards and practices to protect the security, confidentiality and integrity of Customer Data. Customer will maintain reasonable security standards for its Authorized Users' use of the Service, and notify PartnerTap immediately of any unauthorized use of any password or account or any other known or suspected breach of security. PartnerTap is not responsible for the security or confidentiality of any Customer Data disclosed or transferred by Customer to any third party through the Service. Customer shall not submit health, payment card, or similarly sensitive personal information that imposes specific data security obligations on the processing of such data.
- 8. Modification.**
- 8.1 PartnerTap may from time to time update the Service and Documentation, provided that any such update does not materially reduce the service level commitments, functionality, or security of the Service.



9. Warranties.

- 9.1 Customer and PartnerTap each warrants and represent to the other that they have the authority and legal power to enter into this Agreement and to grant the rights granted by it under the Agreement.
- 9.2 PartnerTap warrants that during the Subscription Term, PartnerTap will provide the Service in a professional manner using commercially reasonable care and skill consistent with generally accepted industry standards reasonably applicable to the provision of the Service. If the Service provided to Customer was not performed as warranted, Customer must promptly provide written notice to PartnerTap describing the deficiency. Customer's sole and exclusive remedy and PartnerTap's entire liability for breach of the foregoing warranty will be the correction or re-performance of the deficient Service that caused the breach of warranty, or if PartnerTap cannot substantially correct the deficiency in a commercially reasonable manner, Customer may end the deficient Service and PartnerTap will refund the pro-rata amount of the unused portion of prepaid fees for the terminated Service for the period following the effective date of termination. The warranties set forth in this Section 9 will not apply to any Service provided for no fee or on a trial, test, or beta basis.
- 9.3 CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER IS USING THE SERVICE, INCLUDING ALL OPPORTUNITY AND ACCOUNT INFORMATION AND ALL OTHER INFORMATION AND CONTENT, AT ITS OWN RISK, AND THAT ALL SUCH INFORMATION AND CONTENT IS MADE AVAILABLE "AS IS". WITHOUT LIMITATION, PARTNERTAP DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR CONTENT ON THE SERVICE AND USERS ARE SOLELY RESPONSIBLE FOR ENSURING THE ACCURACY OF ALL SUCH INFORMATION AND CONTENT. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. PARTNERTAP DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, OR WILL BE SECURE, UNINTERRUPTED OR ERROR FREE. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. CUSTOMER AGREES THAT IT IS NOT RELYING ON DELIVERY OF ANY FUTURE FUNCTIONALITY, OR ON ANY ORAL OR WRITTEN PUBLIC COMMENTS OR ADVERTISING OF PARTNERTAP IN ITS PURCHASE OF THE SERVICE.

10. Limitation of Liability.

- 10.1 IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PARTNERTAP ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY UNDER SUCH ORDER.

11. Mutual Indemnification.

- 11.1 PartnerTap will defend Customer against claims brought against Customer and its Affiliates by any third party alleging that Customer's and its Affiliates' use of the Service infringes or misappropriates an intellectual property right. PartnerTap will indemnify Customer against all damages, attorney fees and costs finally awarded against Customer (or the amount of any settlement PartnerTap enters into) with respect to these claims. PartnerTap's obligation under this Section 11 will not apply if the claim results from (i) Third Party Content, (ii) Customer's use of the Service in violation of the Agreement, (iii) use of the Service in conjunction with any product or service not provided by PartnerTap, or (iv) use of the Service provided for no fee. In the event a claim is made or likely to be made, PartnerTap may (i) procure for Customer the right to continue using the Service under the terms of the Agreement, or (ii) replace or modify the Service to be non-infringing without material decrease in functionality. If these options are not reasonably available, PartnerTap or Customer may terminate Customer's subscription to the affected Service upon written notice to the other.
- 11.2 Customer will defend PartnerTap against claims brought against PartnerTap by any third party related to Customer Data. Customer will indemnify PartnerTap against all damages, attorney fees and costs finally awarded against PartnerTap (or the amount of any settlement Customer enters into) with respect to these claims.
- 11.3 The party against whom a third party claim is brought will timely notify the other party in writing of any claim, reasonably cooperate in the defense, and may appear (at its own expense) through counsel reasonably acceptable to the party providing the defense. The party that is obligated to defend a claim will have the right to fully control the defense. Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by, the party against whom the claim is brought.
- 11.4 The provisions of Section 11 state the sole, exclusive, and entire liability of the parties to the other party, and is the other party's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third party intellectual property rights.

12. Confidentiality.

- 12.1 The receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. The receiving party will not use or disclose any Confidential Information of the disclosing party for any purpose outside the scope of this Agreement, or disclose any Confidential Information to any person other than its personnel, representatives or Authorized Users whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in Section 12. Customer will not disclose the Agreement to any third party.
- 12.2 Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 12. In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.



12.3 The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, (b) is generally available to the public without breach of the Agreement by the receiving party, (c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions, or (d) the disclosing party agrees in writing is free of confidentiality restrictions.

13. Proprietary Rights.

13.1 Except as otherwise expressly granted under the Agreement, (a) Customer retains all ownership and intellectual property rights in and to Customer Data, and (b) PartnerTap retains all ownership and intellectual property rights in and to the Service and Documentation, derivative works thereof, and anything developed or delivered by PartnerTap under the Agreement.

14. Feedback.

14.1 Customer grants to PartnerTap a worldwide, perpetual, irrevocable, royalty-free license to use, disclose, and incorporate into the Service, or any future PartnerTap product or service, without Customer's consent, at PartnerTap's discretion, any suggestion or request for improvement, modification, or enhancement, comments, ideas, reviews, recommendation, correction, or other feedback provided by Customer to PartnerTap (collectively, "Feedback"). For the avoidance of doubt, Feedback shall not be considered Confidential Information under the Agreement.

15. Anonymized Data.

15.1 PartnerTap may create aggregated, redacted, or anonymized forms of Customer Data that do not identify Customer or any Authorized User ("Anonymized Data"). For the avoidance of doubt, Anonymized Data shall not be considered "Customer Data" as defined in the Agreement. PartnerTap may use Anonymized Data and/or Customer Data, including but not limited to, to optimize resources and support, research and development, automate processes that enable continuous improvement, performance optimization and development of new products and services, verification of security and data integrity, internal demand planning, and data products such as industry trends and developments, indices and anonymous benchmarking.

16. Term and Termination.

16.1 The term of the Service will commence on the Order Effective Date set forth in the initial Order Form and will continue thereafter for the duration of the Subscription Term specified in the initial Order Form. Upon expiration of the Subscription Term, the parties will negotiate in good faith a renewal of the Subscription Term and pricing applicable during any such renewal.

16.2 A party may terminate the Agreement (i) upon thirty days written notice of the other party's material breach unless the breach is cured during that thirty day period, or (ii) immediately, if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors.

16.3 Upon the effective date of termination or expiration of the Agreement, Customer's right to use the Service, Documentation, and PartnerTap's Confidential Information will end.

16.4 Sections 1, 6, 10, 11, 12, 13, and 17 will survive the expiration or termination of the Agreement.

17. General.

17.1 The Agreement is the only and entire agreement between Customer and PartnerTap in connection with the parties' business relationship related to the subject matter of the Agreement and supersedes all prior and contemporaneous agreements (including any confidentiality agreements), proposals or representations, written or oral, concerning its subject matter. An Agreement will prevail over terms and conditions of any Customer-issued purchase order, which will have no force and effect, even if PartnerTap accepts or does not otherwise reject such purchase order. The Agreement may be modified solely in writing signed by both parties, except as permitted under Section 8. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the most recent Order Form, (2) any previous Order Form, (3) this MSA, and (4) the Documentation.

17.2 This Agreement is governed by the substantive and procedural laws of the State of Washington, without reference to its conflicts of law principles, and each party agrees to submit to the exclusive jurisdiction of, and venue in, the courts in King county in Washington in any dispute arising out of or relating to this Agreement. All disputes will be subject to the exclusive jurisdiction of the courts located in the state of Washington. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act does not apply to the Agreement. If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement. A waiver of any breach of the Agreement is not deemed a waiver of any other breach. Electronic signatures that comply with applicable law are deemed original signatures.

17.3 Neither party may assign the Agreement or any of its rights or obligations hereunder; provided, however, either party may assign the Agreement, without the other party's consent in connection with a merger, acquisition, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns. PartnerTap may subcontract parts of the Service to third parties including any sub-processors. PartnerTap is responsible for breaches of the Agreement caused by its subcontractors.

17.4 PartnerTap's Service and Confidential Information is subject to export control laws of various countries, including the laws of the United States. Customer will not export PartnerTap Confidential Information to countries, persons or entities if prohibited by export laws.

17.5 The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

17.6 Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

17.7 All notices will be in writing and given (a) when delivered to the address set forth in an Order Form with copy to the legal department, or (b) when sent via email to PartnerTap at notices@partnertap.com and to Customer at their email address for notices set forth in the Order Form.