



## 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 who is granted authorization to access and use the Services by Customer.
- 1.4 “Customer Data” means the electronic data, materials, and information submitted by or on behalf of Customer and/or its Authorized Users into the Service.
- 1.5 “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.
- 1.6 “Implementation Services” means professional services performed by PartnerTap for the implementation and configuration of the Service.
- 1.7 “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.
- 1.8 “Service” means, collectively, the PartnerTap subscription-based, hosted, operated, and supported on-demand business services, and any additional services, ordered by Customer as set forth in 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.
- 1.9 “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 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 own internal business purposes, 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 only its Authorized Users to access and use the Services up to the quantity of Authorized Users set forth in an Order Form. Customer shall be responsible for (a) their Authorized Users’ compliance with the Agreement, and (b) the quality, accuracy, reliability, legality, and contents of Customer Data submitted by Authorized Users into the Service. The Services and Authorized User quantities set forth in the applicable Order Form cannot be decreased during the Subscription Term. Any excess use shall be subject to additional fees for such additional quantities. PartnerTap will grant administrative privileges to one of Customer’s Authorized Users for the purpose of setting up access credentials for other Authorized Users. Authorized Users may not share access credentials with any other individuals; any such sharing shall constitute a material breach of the Agreement. PartnerTap may notify Customer of such breach, and Customer will have five (5) business days to cure such breach. In the event of Customer’s failure to cure, PartnerTap shall be entitled to: (a) suspend or terminate the Service, or (b) invoice the Customer (at standard list prices) for the additional Authorized Users accessing the Service. Customer’s administrator must de-authorize access of anyone who is no longer an Authorized User within fifteen (15) days thereof. Access credentials for inactive employees may be suspended by PartnerTap.
- 3.3 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.

### 4. Sharing; Acceptable Use.

- 4.1 PartnerTap is a professional platform and allows sharing of Customer Data, as authorized by Authorized Users, for the purpose of mapping Customer’s sales opportunities and account information and content, with other users of the Service that Authorized Users designate (“Partner(s)”). Partner designation shall be conducted only by Authorized Users. 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 (a) 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 (b) 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. Fees and Payment.

- 5.1 Customer agrees to pay the fees set forth in an Order Form. 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, fees paid are non-refundable, and Customer shall not withhold, reduce, or set-off fees owed under the Agreement.
- 5.2 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.
- 5.3 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 of 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 all costs, expenses and attorneys' fees to collect past due balances and interest.
- 5.4 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 provided that Customer provides PartnerTap with written notice of such dispute within thirty (30) days of receipt of the invoice and provides reasonable detail for the basis of such dispute; otherwise such invoice will be deemed undisputed and due. If it is determined that Customer owes the disputed charges then such charges will be paid with interest accrued beginning on 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.

## 6. Term and Termination.

- 6.1 The term of the Agreement will commence on the Order Effective Date and continue thereafter for the duration of the Subscription Term set forth in the initial Order Form. Upon expiration of the Subscription Term or any renewal term, the Agreement and the Services then in effect shall automatically renew for successive terms of twelve (12) months each, unless either party provides written notice of non-renewal at least ninety (90) days before the expiration of the then current term. Upon each twelve (12) month anniversary date of the auto-renewal of the Subscription Term, the fees for the Services then in effect shall increase by up to six (6) percent, unless otherwise set forth on an Order Form. All terms and conditions of the MSA shall remain in effect until termination of the Agreement.
- 6.2 A party may terminate the Agreement (a) upon thirty (30) days' written notice to the other party of the other party's material breach, unless such breach is cured during that thirty (30) day period, or (b) immediately, if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors. Notice of a material breach shall specify in reasonable detail the facts and circumstances constituting such breach.
- 6.3 In addition to any other rights and remedies available to PartnerTap under the Agreement or at law, PartnerTap will have the right to immediately, in its sole discretion, without notice, suspend or terminate Customer's use and access to the Service, deactivate any Authorized User's login credentials, and/or remove Customer Data from the Service if PartnerTap determines that: (a) continued use may result in material harm to the Service or its users, (b) Customer failed to abide by the terms of this Agreement or applicable law. PartnerTap will limit the suspension in time and scope as reasonably possible under the circumstances. In the event of such suspension or termination, PartnerTap's obligations under the Agreement will be deemed to be fully discharged, no refunds will be issued, and any unpaid fees under the Agreement for the Subscription Term shall be immediately due and payable. PartnerTap will not be liable to Customer for any loss, damage or inconvenience suffered as a result of any suspension.
- 6.4 Upon termination of the Agreement, (a) PartnerTap will cease providing the Services to Customer and Customer's right to use the Services and PartnerTap's Confidential Information shall terminate, and (b) PartnerTap will irretrievably delete all Customer Data in its possession or control and Customer will no longer have access to Customer Data stored on the Service.
- 6.5 Sections 1, 5, 6.5, 8, 9, 10, 13, 15, 16, and 17 of the MSA shall survive the termination of the Agreement.

## 7. Warranties.

- 7.1 Each party represents and warrants that it has, and will maintain, the full legal right and authority to enter into the Agreement and to grant the rights granted by it under the Agreement.
- 7.2 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 THE SERVICES AND ALL SUCH INFORMATION AND CONTENT ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. PARTNERTAP DOES NOT WARRANT THE ACCURACY, AVAILABILITY, 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. TO THE FULLEST EXTENT PERMITTED BY LAW, PARTNERTAP DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT WHETHER ARISING BY A COURSE OF DEALING, USAGE OR TRADE PRACTICE OR COURSE OF PERFORMANCE. 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.

## 8. Limitation of Liability.

- 8.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT WITH RESPECT TO (A) CUSTOMER'S OBLIGATIONS TO PAY FEES, (B) CUSTOMER'S BREACH OF SECTIONS 3 AND 4, AND (C) DAMAGES INCURRED BY PARTNERTAP RELATED TO CUSTOMER DATA, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGES, OR ANY LOSS OF REVENUE, 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.

## 9. Mutual Indemnification.

- 9.1 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 knowingly infringes or misappropriates third-party US patents. 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 9 will not apply if the claim results from (a) Third-Party Content, (b) Customer's use of the Service in violation of, or inconsistent with, the Agreement, (c) use of the Service in combination with any equipment, data, documentation, product or service not provided by PartnerTap, (d) Customer's negligent or fraudulent acts or omissions, or (e) use of the Service provided for no fee. In the event a claim is made or likely to be made, PartnerTap may at its sole option (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.
- 9.2 Customer will defend PartnerTap against claims brought against PartnerTap by any third party related to: (a) Customer's use of the Services other than as expressly permitted in the Agreement; and (b) 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.
- 9.3 The party against whom a third-party claim is brought will: (a) notify the indemnifying party in writing of any such claim within thirty (30) days of learning of such claim; (b) make no admissions or settlements without the indemnifying party's prior written consent; (c) reasonably cooperate in the defense and give the indemnifying party all information and assistance as it may reasonably require; and (d) may participate in the defense (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.
- 9.4 The provisions of Section 9 state the sole, exclusive, and entire liability of a party to the other party, and is the other party's sole remedy, with respect to claims covered in Section 9.

## 10. Confidentiality.

- 10.1 "Confidential Information" means: (a) 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; (b) with respect to Customer, Customer Data and Customer login credentials to access the Service; and (c) with respect to PartnerTap, the Service, Documentation, pricing under the Agreement, the terms of the Agreement, business plans, and product and service designs. Confidential Information does not include information that: (i) is or becomes generally available to the public through no act or omission, and without breach of the Agreement by the receiving party; (ii) at the time of disclosure by disclosing party, was already known to the receiving party free of any confidentiality obligation; (iii) is lawfully received from a third party without breach of any obligation owed to the disclosing party; or (iv) was independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information. Confidential Information of either party disclosed prior to execution of the Agreement will be subject to this Section 10.
- 10.2 The party receiving Confidential Information will: (a) protect all Confidential Information of the disclosing party as confidential with at least the same degree of care that it uses to protect its own similar Confidential Information, but not less than a reasonable standard of care; (b) not use or disclose any Confidential Information of the disclosing party for any purpose

except to exercise its rights and fulfill its obligations under the Agreement or not otherwise in furtherance of a business relationship of the parties; or (c) except as set forth in Section 10.3, not disclose any Confidential Information to any third party other than its personnel, representatives or Authorized Users whose access is necessary for purposes consistent with the Agreement and who are bound by obligations of confidentiality no less stringent than those set forth herein.

10.3 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.

#### **11. Third-Party Services.**

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. PartnerTap is not responsible or liable for: (a) the availability or accuracy of such Third-Party Services; or (b) the content, products, or services on or available from such Third-Party Services. PartnerTap does not endorse any Third-Party Services. Customer acknowledges and agrees that Customer is solely responsible for and assumes all risk arising from Customer's use of any Third-Party Services.

#### **12. Promotion.**

Customer shall utilize its internal communication channels, such as messaging tools and company meetings, to educate, train, and inform its employees about the availability, benefits, and best practices of the Service. The benefits of the Service are derived from its propagation among many internal Customer users and Customer's Partners. Customer is therefore encouraged to evangelize use and adoption of the Service among their internal users and external Partner ecosystem. Customer acknowledges that by promoting the Service in this manner may result in increased leads and more sales opportunities to Customer. As such, Customer agrees that PartnerTap may use Customer's name in customer listings or as part of PartnerTap's promotional and marketing efforts (including reference calls and stories, press testimonials, filming key channel and sales leaders with their permission, and to use the video as marketing to Customer's own Partners, other Customer cloud lines of business, and external marketing for PartnerTap).

#### **13. Proprietary Rights.**

Except as otherwise expressly granted under the Agreement, (a) Customer retains all ownership and intellectual property rights in and to Customer Confidential Information, and (b) PartnerTap owns and retains all rights, titles and interests and all intellectual property rights in and to the Service, Documentation, graphics, sounds, content, and materials made available to Customer, and usage data collected in connection with Customer's use of the Services, and any and all derivative works thereof, and anything developed or delivered by PartnerTap under the Agreement. The Services are never undertaken or provided to Customer as works for hire as such term is defined under U.S. copyright laws. All rights not expressly granted to Customer are reserved by PartnerTap.

#### **14. Security.**

PartnerTap uses reasonable security technologies in providing the Service in accordance with commercially reasonable industry standards and measures designed to protect the security, confidentiality and integrity of Customer Data. Customer uses and will maintain commercially reasonable and appropriate security standards and measures to protect against unauthorized access and use of its systems and devices through which its Authorized Users access and use the Service. Customer will notify PartnerTap immediately upon any unauthorized access or use of the Services, including but not limited to unauthorized access or 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 ensure that Customer Data does not contain health, payment card, or similarly sensitive personal information that imposes specific data security obligations on the processing of such data. Neither Customer nor its Authorized Users will: (a) share any PartnerTap account credentials (including usernames and passwords) either within its organization or with third parties; (b) obtain, attempt to obtain, access, or use any account information relating to any other PartnerTap user; (c) probe, scan, conduct vulnerability or penetration testing of the Service or any related system or network; (e) interfere with the network, send a virus, overload, flood, spam, or mail-bomb the Service; or (f) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to obtain the source code, underlying logic, or software used to provide the Service. Customer is responsible for all activity associated with its PartnerTap account(s) and its access and use of the Services.

#### **15. Feedback.**

Customer grants to PartnerTap a worldwide, perpetual, irrevocable, royalty-free right 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, and PartnerTap shall have no obligation or liability to Customer with respect to any use or disclosure of Feedback.

#### **16. Anonymized Data.**

Notwithstanding anything to the contrary under the Agreement, 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 for its business purposes.

**17. General.**

- 17.1 Entire Agreement. The Agreement constitutes the complete and exclusive statement of the agreement of the parties related to the subject matter of the Agreement and supersedes and cancels all prior and contemporaneous agreements (including any confidentiality or non-disclosure agreements), proposals, quotes, marketing materials, or representations, written or oral, concerning the subject matter of the Agreement. The Agreement will prevail over the 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, 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 executed by the parties. 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 Governing Law; Waiver. Any dispute arising out of or related to the Agreement will be construed in accordance with the laws of the State of Washington, without giving effect to any choice of law principles. The state and federal courts located in King County, Washington shall have sole and exclusive jurisdiction to resolve any and all claims or disputes arising out of or in connection with the Agreement. 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 Assignment. 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 Export Control. 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 or provide any PartnerTap Confidential Information to countries, persons or entities if prohibited by export laws.
- 17.5 Relationship of the Parties. 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 Force Majeure. 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 Notices. Except as otherwise set forth in the Agreement, all notices will be in writing and given (a) when delivered to the relevant party's address set forth in an Order Form with copy to the legal department, or (b) when received electronically by PartnerTap at [notices@partnertap.com](mailto:notices@partnertap.com) and to Customer at their email address for notices set forth in the Order Form. Notices pertaining to the Service (e.g. operation or support) may be in the form of an electronic notice to Customer's administrator.