

## Master Subscription Agreement (Indirect)

Customer has purchased from Reseller certain PartnerTap Services to which this Master Subscription Agreement ("MSA") applies. Unless otherwise agreed by the parties, Customer and PartnerTap agree to the following terms and conditions:

### 1. MSA 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 MSA, 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.
- 1.2 "Authorized User" means any Customer and/or Affiliate employee, agent, contractor, or consultant who is granted authorization by Customer to access and use the Services.
- 1.3 "Configuration Services" means professional services performed by PartnerTap for the implementation and configuration of the Services.
- 1.4 "Customer" means the customer entity that is identified in the Order Form and its Affiliates, excluding any Affiliate that is a party to a separate written agreement with Reseller or PartnerTap for PartnerTap Services.
- 1.5 "Customer Data" means the electronic data, materials, and information entered into the Services by or on behalf of Customer and/or its Authorized Users.
- 1.6 "Documentation" means the then-current technical and functional documentation (such as user guides, policies, and descriptions) that is generally available for the Services.
- 1.7 "Order Form" means an ordering document for PartnerTap Services, or for beta, trial, proof of concept, or evaluation services, that is entered into by and between PartnerTap and the Reseller for the benefit of Customer.
- 1.8 "PartnerTap" means PartnerTap, Inc., a Delaware corporation, with its registered office at 1517 12th Avenue, Suite 101, Seattle, WA 98122.
- 1.9 "Reseller" means the authorized distribution reseller of PartnerTap Services.
- 1.10 "Services" means, collectively, the PartnerTap hosted software-as-a-service offering, as modified and updated by PartnerTap from time to time, and any additional services (e.g., Configuration Services), provided by PartnerTap for the benefit of Customer as ordered by Reseller on an Order Form.
- 1.11 "Subscription Term" means the term specified in the applicable Order Form, including all renewals, for the Services.

### 2. Affiliates.

The rights and obligations of the MSA shall extend to all Affiliates authorized by Customer, even though each such entity is not specifically named as a party to the MSA. Customer represents that it has the authority to bind its Affiliates to the terms and conditions of the MSA. 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 MSA.

### 3. Usage Rights and Restrictions.

- 3.1 Subject to the terms of the MSA, (a) PartnerTap grants to Customer solely for its internal business operations a non-exclusive, non-transferable (except as set forth in Section 17.3), right to access and use the Services, and (b) Customer grants to PartnerTap, including its subcontractors, a non-exclusive, non-transferable (except as set forth in Section 17.3), world-wide right to use, process, and disclose Customer Data for the limited purpose of providing the Services. Subject to the terms of the MSA, PartnerTap will (a) make the Services available to Customer, (b) provide standard support for the Services at no additional charge, and (c) use commercially reasonable efforts to make the Services 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. The Service may include open source software not owned by PartnerTap that is subject to separate license terms. The applicable open source software licenses will not materially affect Customer's ability to exercise its rights in the Service.
- 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 MSA, and (b) the quality, accuracy, reliability, legality, and contents of Customer Data submitted by Authorized Users into the Services. 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 be permitted to forward any data regarding excess usage by Customer to Reseller. 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 MSA. 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 Services, or (b) invoice the Customer (at standard list prices) for the additional Authorized Users accessing the Services. 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 Services, its associated software, hardware, or servers, or the data contained therein, (c) circumvent or endanger the operation and security of the Services, override any security feature, or attempt to gain unauthorized access to the Services 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 Services, including PartnerTap code and software or any related technology, or otherwise attempt to derive the source code for the Services, or (e) access or use the Services on a service bureau basis or make the Services or Documentation available to any third party.
- 3.4 With respect to any services provided on a beta, trial, proof of concept, or evaluation basis: (a) Customer may only use such beta, trial, proof of concept, or evaluation services for the limited purpose of evaluating the Service during the Subscription

Term for its own use; (b) such beta, trial, proof of concept, or evaluation services may not be used for production purposes; (c) Customer shall not use the beta, trial, proof of concept, or evaluation services to process Customer Data subject to any data privacy laws or regulations; and (d) PartnerTap reserves the right in its discretion to modify or revoke access to the beta, trial, proof of concept, or evaluation environment and services at any time.

#### **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 Services 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. Customer is solely responsible for managing its own relationships with its Partners, including if applicable any necessary agreements governing Partner use and protection of Customer Data shared with Partner. Through Customer's use of the Services, 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 MSA. 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 Services, 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 Services prior to termination.
- 4.2 Customer agrees not to use the Services 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 Services, 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 Services and can remove it in PartnerTap's sole discretion or if required by law, with or without notice.

#### **5. Reseller Relationship.**

- 5.1 Customer shall order and purchase the Services directly from Reseller pursuant to a separate agreement specifying price, payment, and other commercial terms. PartnerTap is not a party to such separate agreement but will provide the Services set forth in the Order Form pursuant to this MSA. Customer must submit any claims for refunds or service credits under this MSA to Reseller. Reseller is not an agent of PartnerTap or Affiliate of PartnerTap. Reseller is an independent entity with no authority to bind PartnerTap, make representations or warranties on PartnerTap's behalf, or otherwise change the MSA. PartnerTap makes no representations or warranties as to such authorized distributor or reseller, or any other third party, related to the performance of the products or services of such entities, and fully disclaims any such warranties.
- 5.2 PartnerTap will not be liable for reasonably relying on the accuracy and reliability of written information provided by Reseller in making any decision that would give PartnerTap grounds to suspend and/or terminate the Services. PartnerTap may, at its sole discretion, suspend and/or terminate Customer's use of the Services if Reseller fails to pay any fee or other amount payable by Reseller to PartnerTap on its due date. If (a) Reseller terminates applicable Order Form(s) with PartnerTap relating to Customer, (b) PartnerTap terminates applicable Order Form(s) for good cause, or (c) the applicable resale agreement between PartnerTap and Reseller relating to the sale of PartnerTap Services is terminated, PartnerTap may, but shall not be obligated to, directly provide the affected Services to the Customer pursuant to PartnerTap's then-current Master Subscription Agreement (for direct sales) for mutually-agreed subscription fees.

#### **6. Term and Termination.**

- 6.1 The term of the MSA shall be the duration of the Subscription Term. All terms and conditions of the MSA, and any amendments thereto, shall remain in effect until termination of the MSA.
- 6.2 Notwithstanding anything to the contrary, either party may terminate the MSA (a) upon thirty (30) days' written notice to the other party of the other party's material breach (including without limitation Customer's failure to pay Reseller any fees due for the Services), 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.
- 6.3 In addition to any other rights and remedies available to PartnerTap under the MSA 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 Services, deactivate any Authorized User's login credentials, and/or remove Customer Data from the Services if PartnerTap determines that: (a) continued use may result in material harm to the Services or its users, (b) Customer failed to abide by the terms of this MSA 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 MSA will be deemed to be fully discharged, no refunds will be issued, and any unpaid fees under the MSA 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 MSA, (a) PartnerTap will cease providing the Services to Customer and Customer's right to use the Services, Documentation, 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 Services.
- 6.5 Sections 1, 5, 6.5, 8, 9, 10, 13, 15, 16, and 17 herein shall survive termination of the MSA.

#### **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 MSA and to grant the rights granted by it under the MSA.

- 7.2 PartnerTap warrants that (a) the Services will perform substantially in conformance with the Documentation and in a manner consistent with general industry standards, and (b) it will perform the Configuration Services in a workmanlike manner consistent with general industry standards. Customer's sole and exclusive remedy and PartnerTap's entire liability for breach of the foregoing warranty will be for PartnerTap to use commercially reasonable efforts to correct the non-conformity. The warranties set forth in this section shall not apply if (i) the Services are not used in accordance with the MSA or Documentation, (ii) the non-conformity is caused by Customer, Reseller, or by any product or service not provided by PartnerTap, or (iii) the Services are provided on a beta, trial, proof of concept, or evaluation basis.
- 7.3 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 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 AND ITS SUBCONTRACTORS MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES 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 PRODUCTS OR 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. PARTNERTAP PROVIDES NO WARRANTIES OF ANY KIND WITH RESPECT TO SERVICES PROVIDED ON A BETA, TRIAL, PROOF OF CONCEPT, OR EVALUATION BASIS, OR OPEN SOURCE SOFTWARE.
- 8. Limitation of Liability.**
- 8.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTHING IN THIS AGREEMENT LIMITS EITHER PARTY'S LIABILITY 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.
- 8.2 EXCEPT AS SET FORTH IN SECTION 8.1, IN NO EVENT SHALL THE MAXIMUM 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 GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.
- 8.3 IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY FOR (I) ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGES, (II) ANY LOSS OF REVENUE, SALES, DATA, DATA USE, GOODWILL, OR REPUTATION, OR (III) ANY DAMAGES CAUSED BY ANY SERVICE PROVIDED ON A BETA, TRIAL, PROOF OF CONCEPT, OR EVALUATION BASIS.
- 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 Services 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 arises from (a) Third-Party Content, (b) Customer's use of the Services in violation of, or inconsistent with, the MSA, (c) use of the Services in combination with any equipment, data, documentation, product or service not provided by PartnerTap, (d) Customer's negligent or fraudulent acts or omissions, (e) use of the Services provided for no fee or on a beta, trial, proof of concept, or evaluation basis, or (f) any third party open source software. 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 Services under the terms of the MSA, or (ii) replace or modify the Services 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 Services upon written notice to the other. Providing Reseller with refunds of any pre-paid unused fees alleviates any responsibility by PartnerTap to ensure the refund returns to Customer.
- 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; (b) Customer Data; or (c) Customer's failure to comply with all applicable laws and regulations, including those related to antitrust and unfair competition. 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 Services; and (c) with respect to PartnerTap, the Services, Documentation, MSA, the terms of the MSA, 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 MSA 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 MSA 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 is used 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 MSA 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 MSA 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 Services 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 Services ("Third-Party s"). Such Third-Party s are subject to terms and conditions of those third parties and are not part of the Services and the MSA 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 Services 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 Services 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 Services, 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 Services. The benefits of the Services 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 Services among their internal users and external Partner ecosystem. Customer acknowledges that by promoting the Services 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 MSA, (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 Services, 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 MSA. 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 and Data Privacy.**

PartnerTap uses reasonable administrative, physical, and technical safeguards in providing the Services in accordance with commercially reasonable industry standards and measures designed to protect the security, confidentiality and integrity of Customer Data and any personal data contained therein in compliance with applicable data protection law. The terms of the Data Processing Agreement ("DPA") are hereby incorporated into the Agreement when executed by Customer and PartnerTap, and shall apply to the extent Customer Data includes Personal Data as defined in the DPA. Customer 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 Services. 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 Services. 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 Services or any related system or network; (d) interfere with the network, send a virus, overload, flood, spam, or mail-bomb the Services; or (e) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to obtain the source code, underlying logic, or software used to provide the Services. 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 Services, 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 MSA, 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 MSA, 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 MSA. PartnerTap may use Anonymized Data for its business purposes.

**17. General.**

**17.1 Entire Agreement.** The MSA constitutes the complete and exclusive statement of the agreement between PartnerTap and Customer related to the subject matter of the MSA 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 MSA. The MSA will prevail over the terms and conditions (a) in any Customer procurement system (e.g., Ariba), or (b) of any Customer-issued purchase order, which shall be deemed null and void and have no force and effect, even if Reseller accepts or does not otherwise reject such purchase order, and (c) any agreement between Reseller and Customer, even if such agreement purports to modify or supersede this MSA. The MSA may be modified solely in writing executed by PartnerTap and Customer.

**17.2 Governing Law; Waiver.** Any dispute arising out of or related to the MSA 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 MSA. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act does not apply to the MSA. If any provision of the MSA is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the MSA. A waiver of any breach of the MSA 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 MSA or any of its rights or obligations hereunder; provided, however, either party may assign the MSA, 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 MSA will bind and inure to the benefit of the parties, their respective successors and permitted assigns. PartnerTap may subcontract parts of the Services to third parties including any sub-processors. PartnerTap is responsible for breaches of the MSA caused by its subcontractors.

**17.4 Export Control.** PartnerTap's Services and Confidential Information are 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 MSA.

**17.6 Force Majeure.** Except for payment obligations, neither party will be responsible for failure or delay of performance resulting from any cause beyond such party's reasonable control, including but not limited to acts of God, earthquakes, floods, storms, or other natural occurrences, labor disputes, cloud host failures, utility failures (such as internet, electrical, or telecommunications), blockages, embargoes, riots, acts or orders of government, acts of terror, or war.

**17.7 Notices.** All notices will be in writing and deemed given when delivered to the relevant party's address and with respect to PartnerTap 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 by PartnerTap pertaining to the Services (e.g., operation or support) may be in the form of an electronic notice to Customer's administrator.