

## CONTEXXT CUSTOMER TERMS OF SERVICE

Last Modified: March 25, 2020

PLEASE READ THESE CUSTOMER TERMS OF SERVICE CAREFULLY.

This is a contract between you (the Customer) and us (Contextt). It describes the services we will provide to you, how we will work together, and other aspects of our business relationship. It is a legal document so some of the language is necessarily "legalese", but we have tried to make it as readable as possible. These terms are so important that we cannot provide our products and services to you unless you agree to them. By using the Subscription Service or receiving the Consulting Services, you are agreeing to these terms.

We periodically update these terms. If you have an active Contextt subscription, we will let you know when we do via an email or in-app notification. You can find archived versions of the terms here.

Finally, we know legal terms can sometimes be difficult to navigate, so we wanted to give you a roadmap of the Agreement:

A. DEFINITIONS. This is where we provide the detail on what the key defined terms in the Agreement mean. You can think of this kind of like a contractual dictionary.

B. GENERAL COMMERCIAL TERMS. Here's where you can find the basics about how our Subscription Service and Consulting Services are provided. For example, you can find information on access and acceptable use. These terms apply to all of our products and service offerings.

C. SUBSCRIPTION TERMS. Customers of ours subscribe to use our software (yep, it's SaaS), and there are some fundamental terms that apply to each subscription. There are some differences between the different types of subscriptions, and here's where you can find that detail.

D. PRODUCT DISCLOSURES. We offer several different products and there are some important things to know before you use them. We've collected these important things to know and you can find them here.

E. GENERAL LEGAL TERMS. As we mention above, this is a contract, and contracts are filled with legal terms. In this section, we've collected the many of the remaining legal terms that make up our Customer Terms of Service.

F. JURISDICTION SPECIFIC TERMS. With customers across the globe, this final section is where we address most of the differences in these terms that vary based on customer location.

### A. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement. For purposes of this definition, control means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means these Customer Terms of Service and all materials referred or linked to in here.

"Billing Period" means the period for which you agree to prepay fees under an Order Form, which will be the same as or shorter than the Subscription Term as specified in the Order Form. For example, if you subscribe to the Subscription Service for a one (1) year Subscription Term, with a twelve (12) month upfront payment, the Billing Period will be twelve (12) months.

"Communication Services" means third-party forums, online communities, blogs, personal web pages, calendars, and/or other social media communication facilities (such as Facebook, Twitter and LinkedIn) linked to or from the Subscription Service that enable you to communicate with the public or with a private group.

"Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential. Confidential Information shall include all information concerning: (a) Disclosing Party's customers and potential customers, past, present or proposed products, marketing plans, engineering and other designs, technical data, business plans, business opportunities, finances, research, development, and the terms and conditions of this Agreement. Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. Subject to the foregoing exclusions, Customer Data shall be Confidential Information under this Agreement regardless of whether or not it is designated as confidential.

"Contact" means a single individual (other than a User) whose Contact Information is stored by you in the Subscription Service.

"Contact Information" means the name, email address, phone number, online user name(s), telephone number, and similar information submitted by visitors to your landing pages on the Subscription Service or uploaded by you to the Subscription Service.

"Consulting Services" means the professional services provided to you by us, which may include training services, installation, integration or other consulting services.

"Customer Data" means all information that you submit or collect via the Subscription Service. Customer Data does not include Context Content.

"Customer Materials" means all materials that you provide or post, upload, input or submit for public display through the Subscription Service.

"DPA" means the Context Data Processing Agreement at <https://legal.Context.com/dpa>.

"Free Services" means the Subscription Service or other products or features made available by us to you on an unpaid trial or free basis.

"Context Content" means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into the Subscription Service or Consulting Services, including Enrichment Data.

"Order" or "Order Form" means the Context-approved form or online subscription process by which you agree to subscribe to the Subscription Service and purchase Consulting Services. Most Orders are completed through our online payment process or via in-app purchase. The Order may be referred to as a "Statement of Work" if you are purchasing only Consulting Services.

"Paid Users" means those types of Users (defined below) for which we charge you fees as set forth in our Product and Services Catalog.

“Personal Data” means any information relating to an identified or identifiable individual where such information is contained within Customer Data and is protected similarly as personal data or personally identifiable information under applicable Data Protection Law.

"Sensitive Information" means (a) credit or debit card numbers; personal financial account numbers or wire instructions; Social Security numbers or local equivalents; passport numbers; driver’s license numbers or similar identifiers; passwords or log-in credentials; racial or ethnic origin; physical or mental health condition or information; or other employment or health information, including any information subject to the Health Insurance Portability and Accountability Act, the Payment Card Industry Data Security Standards, and other regulations, laws or industry standards designed to protect similar information; and (b) any information defined under European Data Protection Laws (as this term is defined in the DPA) as sensitive personal data (including special categories of personal data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation).

"Subscription Fee" means the amount you pay for the Subscription Service.

"Subscription Service" means all of our web-based tools and platforms that you have subscribed to by an Order Form or that we otherwise make available to you, and are developed, operated, and maintained by us, and any ancillary products and services that we provide to you.

"Subscription Term" means the initial term of your subscription to the applicable Subscription Service, as specified on your Order Form(s), and each subsequent renewal term (if any). For Free Services, the Subscription Term will be the period during which you have an account to access the Free Services.

"Third-Party Products" means non-embedded products and professional services that are provided by third parties which interoperate with or are used in connection with the Subscription Service. These products and services include non-Contexxt apps available from, for example, the following: our integrations products page, partner directory, template marketplace, links made available through the Subscription Service and non-Contexxt services listed on [services.Contexxt.com](https://services.contexxt.com).

"Third-Party Sites" means third-party websites linked to from within the Subscription Service, including Communications Services.

“Total Committed Subscription Value” means the aggregate amount of Subscription Fees paid or payable to us during your then-current Subscription Term(s) for all of your Contexxt accounts, but this amount excludes fees for renewals, Consulting Services and applicable taxes.

"Users" means your employees, representatives, consultants, contractors or agents who are authorised to use the Subscription Service for your benefit and have unique user identifications and passwords for the Subscription Service.

"Contexxt", "we", "us" or “our” means the applicable contracting entity as specified in the ‘Contracting Entity and Applicable Law’ section.

"You", "your" or “Customer” means the person or entity using the Subscription Service or receiving the Consulting Services and identified in the applicable account record, billing statement, online subscription process, or Order Form as the customer.

## **B. GENERAL COMMERCIAL TERMS**

1. Access. During the Subscription Term, we will provide you access to use the Subscription Service as described in this Agreement and the applicable Order. We may also provide you access to use our Free Services at any time by activating them in your Context account. We might provide some or all elements of the Subscription Service through third party service providers. Your Affiliates may access and use the Subscription Service or receive the Consulting Services purchased under this Order; provided that, all such access, use and receipt by your Affiliates is subject to and in compliance with the Agreement and you shall at all times remain liable for your Affiliates' compliance with the Agreement.

2. Additional Features. You may subscribe to additional features of the Subscription Service by placing an additional Order or activating the additional features from within your Context account (if this option is made available by us.). This Agreement will apply to all additional Order(s) and all additional features that you activate from within your Context account.

3. Service Uptime Commitment. For the purposes of this 'Service Uptime Commitment' section, the following definitions shall apply:

"Priority 1" means a critical full outage/severe issue that constitutes a catastrophic problem that causes complete inability to use the Subscription Service, excluding Free Services, across a significant portion of the production environment (e.g. crash or hang), resulting in production downtime and where there is no workaround or solution to the problem.

"Excluded" means the following: (i) unavailability caused by circumstances beyond our reasonable control, including, without limitation, act of God, acts of government, emergencies, natural disasters, flood, fire, civil unrest, acts of terror, strikes or other labour problems (other than those involving our employees), or any other force majeure event or factors; (ii) any problems resulting from Customer's combining or merging the Subscription Service with any hardware or software not supplied by us or not identified by us in writing as compatible with the Subscription Service; (iii) interruptions or delays in providing the service resulting from telecommunications or internet service provider failures outside of our datacenter as measured by our third party website availability monitoring provider; and (iv) any interruption or unavailability resulting from the misuse, improper use, alteration, or damage of the Subscription Service.

"Service Uptime" means  $(\text{total hours in calendar month} - \text{unscheduled maintenance which causes unavailability} - \text{Priority 1 issue durations} - \text{scheduled maintenance} - \text{Excluded}) / (\text{Total hours in calendar month} - \text{scheduled maintenance} - \text{Excluded}) \times 100\%$ .

We will use commercially reasonable efforts to meet a Service Uptime of 99.95% for our Subscription Service in a given calendar month. All availability calculations will be based on our system records. Notwithstanding anything to the contrary in this Agreement, as Customer's sole and exclusive remedy for failure to meet availability or support commitments, in the event there are two (2) or more consecutive calendar months during which the Service Uptime falls below 99.95% in a given calendar month, Customer will be entitled to receive a credit equal to the pro-rated amount of fees applicable to the downtime as measured within two (2) or more consecutive calendar months during which the Service Uptime fell below 99.95%, which credit shall be applied against an invoice or charge for the following renewal Subscription Term, provided Customer requests such credit within twenty (20) days of the end of the relevant calendar month. Notwithstanding anything to the contrary in the Agreement or this section, this 'Service Uptime Commitment' section does not apply to our Free Services.

#### 4. Fees and Payments

a. **Subscription Fees.** The Subscription Fee will remain fixed during the initial terms of your subscription unless you: (i) exceed your User or other applicable limits (see the 'Limits' section below), (ii) upgrade products or base packages, (iii) subscribe to additional features or products, or (iv) unless otherwise agreed to in the Order. You can learn more about how your fees may be otherwise adjusted in the remainder of this 'Fees and Payment' section below.

b. **Fee Adjustments at Renewal.** Upon renewal, we may increase your fees up to our then-current list price. If this increase applies to you, we will notify you at least thirty (30) days in advance of your renewal and the increased fees will apply at the start of the next renewal term. If you do not agree to this increase, either party can choose to terminate your subscription at the end of your then-current term by giving the notice required in the 'Notice of Non-Renewal' section below.

c. **Payment by credit card.** If you are paying by credit card, you authorise us to charge your credit card or bank account for all fees payable during the Subscription Term. You further authorise us to use a third party to process payments, and consent to the disclosure of your payment information to such third party.

d. **Payment Information.** You will keep your contact information, billing information and credit card information (where applicable) up to date. Changes may be made on your Billing Page within your Contexxt account. All payment obligations are non-cancelable and all amounts paid are non-refundable, except as specifically provided for in this Agreement. All fees are due and payable in advance throughout the Subscription Term. If you are a Contexxt Solutions Partner that purchases on behalf of a client, you agree to be responsible for the Order Form and to guarantee payment of all fees.

h. **Sales Tax.** All fees are exclusive of taxes, which we will charge as applicable. You agree to pay any taxes applicable to your use of the Subscription Service and performance of Consulting Services. You shall have no liability for any taxes based upon our gross revenues or net income. If you are located in the European Union, all fees are exclusive of any VAT and you represent that you are registered for VAT purposes in your member state. At our request, you will provide us with the VAT registration number under which you are registered in your member state. If you do not provide us with a VAT registration number prior to your transaction being processed, we will not issue refunds or credits for any VAT that was charged. If you are subject to GST, all fees are exclusive of GST. If you are required to deduct or withhold any tax, you must pay the amount deducted or withheld as required by law and pay us an additional amount so that we receive payment in full as if there were no deduction or withholding.

#### 6. Use and Limitations of Use

a. **Acceptable Use.** You will comply with our Acceptable Use Policy at <http://legal.Contexxt.com/acceptable-use> ("AUP").

b. **Prohibited and Unauthorised Use.** You will not (i) use or launch any automated system, including, "robots," "spiders," or "offline readers," that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser; (ii) use the Subscription Service in any manner that damages, disables, overburdens, or impairs any of our websites or interferes with any other party's use of the Subscription Service; (iii) attempt to gain unauthorised access to the Subscription Service; (iv) access the Subscription Service other than through our interface; or (v) use the Subscription Service for any purpose or in any manner that is unlawful or prohibited by this Agreement.

You may not use the Subscription Service if you are legally prohibited from receiving or using the Subscription Service under the laws of the country in which you are resident or from which you access or use the Subscription Service. The Subscription Service is not designed to comply with industry-specific regulations such as the Health Insurance Portability and Accountability Act (HIPAA) or the Federal Information Security Management Act (FISMA), so you may not use the Subscription Service where your communications would be subject to such laws. You may not use the Subscription Service in a way that would violate the Gramm-Leach-Bliley Act (GLBA). Nothing contained herein shall limit the usage restrictions specific to Sensitive Information under the Agreement.

You will notify us right away of any unauthorised use of your Users' identifications and passwords or your account by following the instructions at <http://help.Context.com>.

c. No Sensitive Information. YOU ACKNOWLEDGE THAT THE SUBSCRIPTION SERVICES HAVE NOT BEEN DESIGNED TO PROCESS OR MANAGE SENSITIVE INFORMATION AND ACCORDINGLY YOU AGREE NOT TO USE THE SUBSCRIPTION SERVICE TO COLLECT, MANAGE OR PROCESS SENSITIVE INFORMATION. WE WILL NOT HAVE AND WE SPECIFICALLY DISCLAIM ANY LIABILITY THAT MAY RESULT FROM YOUR USE OF THE SUBSCRIPTION SERVICE TO COLLECT, PROCESS OR MANAGE SENSITIVE INFORMATION.

## 7. Subscription Term, Termination, Suspension

a. Term and Renewal. Your initial subscription period will be specified in your Order, and, unless otherwise specified in your Order, your subscription will automatically renew for the shorter of the subscription period, or one year. To prevent renewal of the subscription, the required notice must be provided within the timeframe as specified in the 'Subscription Types' section below.

If you use our Free Services, we will make the Free Services available to you free of charge until earlier of (a) the date on which your free subscription is terminated or (b) the start date of your paid subscription.

b. Early Cancellation. You may choose to cancel your subscription early at your convenience provided that, we will not provide any refunds of prepaid fees or unused Subscription Fees, and you will promptly pay all unpaid fees due through the end of the Subscription Term.

c. Termination for Cause. Either party may terminate this Agreement for cause, as to any or all Subscription Services: (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, cessation of business, liquidation or assignment for the benefit of creditors. We may also terminate this Agreement for cause on thirty (30) days' notice if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers. This Agreement may not otherwise be terminated prior to the end of the Subscription Term.

d. Suspension for Prohibited Acts. We may suspend any User's access to any or all Subscription Services without notice for: (i) use of the Subscription Service in a way that violates applicable local, state, federal, or foreign laws or regulations or the terms of this Agreement, (ii) use of the Context email send service that results in excessive hard bounces, SPAM complaints via feedback loops, direct spam complaints (to our abuse desk), or requests for removal from a mailing list by recipients, or (iii) repeated instances of posting or uploading material that infringes or is alleged to infringe on the copyright or trademark rights of any person or entity. We may, without notice, review and delete any Customer Data or Customer Materials that we determine in good faith violate

these terms or the AUP, provided that, we have no duty to prescreen, control, monitor or edit your Customer Data or Customer Materials.

e. Suspension for Non-Payment. We will provide you with notice of non-payment of any amount due. Unless the full amount has been paid, we may suspend your access to any or all of the Subscription Services ten (10) days after such notice. We will not suspend the Subscription Service while you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If a Subscription Service is suspended for non-payment, we may charge a re-activation fee to reinstate the Subscription Service.

f. Suspension for Present Harm. If your website, or use of, the Subscription Service: (i) is being subjected to denial of service attacks or other disruptive activity, (ii) is being used to engage in denial of service attacks or other disruptive activity, (iii) is creating a security vulnerability for the Subscription Service or others, (iv) is consuming excessive bandwidth, or (v) is causing harm to us or others, then we may, with electronic or telephonic notice to you, suspend all or any access to the Subscription Service. We will try to limit the suspension to the affected portion of the Subscription Service and promptly resolve the issues causing the suspension of the Subscription Service. Nothing in this clause limits our right to terminate for cause as outlined above, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

g. Suspension and Termination of Free Services. We may suspend, limit, or terminate the Free Services for any reason at any time without notice. We may terminate your subscription to the Free Services due to your inactivity.

h. Effect of Termination or Expiration. If your paid subscription is terminated or expires, we will continue to make available to you our Free Services provided however, this may not be the case if your Agreement was terminated for cause. You may request the deletion of your Contexxt account after expiration or termination of your subscription by sending a request to [privacy@Contexxt.com](mailto:privacy@Contexxt.com) or by following the instructions found here. You will continue to be subject to this Agreement for as long as you have access to a Contexxt account.

Upon termination or expiration of this Agreement, you will stop all use of the Subscription Service and Contexxt Content. We may or may not provide you the opportunity to retrieve Customer Data after termination or expiration, depending on the type of applicable subscription as specified in the 'Retrieval of Customer Data' section below. If you terminate this Agreement for cause, we will promptly refund any prepaid but unused fees covering use of the Subscription Service after termination. If we terminate this Agreement for cause, you will promptly pay all unpaid fees due through the end of the Subscription Term. Fees are otherwise non-refundable.

## C. SUBSCRIPTION TYPE TERMS

1. Subscription Types. We offer three main types of subscriptions: (1) Full-Service Subscriptions, (2) Limited Service Subscriptions, and (3) Free Subscriptions. There are different terms that apply depending on the subscription you purchase.

2. Limits. The limits that apply to you will be specified in your Order Form or in this Agreement and for our Free Subscriptions, these limits may also be designated only from within the product itself. You must be 18 years of age (or 20 years of age, if you are subject to the laws of Japan) or older to use the Subscription Service.

For our Full-Service Subscriptions, if we make modifications to the limits that would negatively impact you, these modifications will not apply to you until the start of your next renewal Subscription Term. On renewal, the current product usage limits will apply to your subscription, unless you and we otherwise agree.

For our Limited Service Subscriptions, we may change the limits that apply to you at any time in our sole discretion.

For our Free Subscriptions, we may change the limits that apply to your use at any time in our sole discretion without notice to you, regardless of whether or not these are used in conjunction with other products or services for which you pay us a fee.

3. Modifications. We modify the Subscription Service from time to time, including by adding or deleting features and functions, in an effort to improve your experience.

For our Full-Service Subscriptions, we will not make changes to the Subscription Service that materially reduce the functionality provided to you during the Subscription Term.

For our Limited Service Subscriptions and Free Subscriptions, we may make changes that materially reduce the functionality provided to you during the Subscription Term.

4. Notice of Non-Renewal. Your subscription will automatically renew according to the 'Term and Renewal' section above.

Unless otherwise specified in your Order, to prevent renewal of a Full-Service Subscription, you or we must give written notice of non-renewal and this written notice must be received no less than ten (10) days in advance of the end of the Subscription Term.

Unless otherwise specified in your Order, to prevent renewal of a Limited Service Subscription, you or we must give written notice of non-renewal and this written notice must be received before the next renewal period begins.

If you decide not to renew, you may send this non-renewal notice to us by indicating that you do not want to renew by turning auto-renew off by accessing the billing details information in your Contexxt account, or by following the steps here, as applicable.

To prevent continuation of the Subscription Term of a Free Subscription, you or we may close your account.

5. Retrieval of Customer Data. For our Full-Service Subscriptions, if you make a written request within thirty (30) days after termination or expiration of your subscription, we will provide you with temporary access to the Subscription Service to retrieve, or we will provide you with copies of, all Customer Data then in our possession or control. If we provide you with temporary access to the account, we may charge a re-activation fee. Thirty (30) days after termination or expiration of your Subscription, we will have no obligation to maintain or provide you the Customer Data. We will delete all Customer Data in our systems or otherwise in our control unless (i) we are legally prohibited or (ii) save as set out in the 'Deletion or Return of Personal Data' section of the DPA, then such Personal Data shall be Processed in accordance with our DPA.

For our Limited Service and Free Subscriptions, we will not provide you with any access to Customer Data after termination or expiration of your subscription.

#### D. GENERAL LEGAL TERMS



## 1. Customer Data

a. Limits on Context. We will not use, or allow anyone else to use, Customer Data to contact any individual or company except as you direct or otherwise permit. We will use Customer Data only in order to provide the Subscription Service and Consulting Services to you and only as permitted by applicable law, this Agreement, and our Product Privacy Policy.

b. Data Practices. We may monitor use of the Subscription Service by all of our customers and use the information gathered in an aggregate and anonymous manner. You agree that we may use and publish such information, provided that such information does not incorporate any Customer Data and/or identify you. For clarity any data provided to other customers or third parties will only be in an aggregated and anonymous manner. We use Customer Data in an anonymised manner for machine learning that supports certain product features and functionality within the Subscription Service.

c. Protection of Customer Data. The terms of the DPA are hereby incorporated by reference and shall apply to the extent any Customer Data includes Personal Data as defined in the DPA. We will maintain commercially appropriate administrative, physical, and technical safeguards to protect Personal Data as described in the DPA.

2. Context's Proprietary Rights. This is an Agreement for access to and use of the Subscription Service, and you are not granted a license to any software by this Agreement. The Subscription Service and Consulting Services are protected by intellectual property laws, they belong to and are the property of us or our licensors (if any), and we retain all ownership rights to them. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the Context Content, the Subscription Service, or the Consulting Services in whole or in part, by any means, except as expressly authorised in writing by us.

If we make Enrichment Data available to you, then you may only use that Enrichment Data in connection with your use of the Subscription Service. We may change what Enrichment Data we provide, or discontinue providing Enrichment Data at any time with or without notice to you.

We encourage all customers to comment on the Subscription Service or Consulting Services, provide suggestions for improving it, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Subscription Service or Consulting Services, without payment or attribution to you.

3. Customer's Proprietary Rights. As between the parties, you own and retain all rights to the Customer Materials and Customer Data. This Agreement does not grant us any ownership rights to Customer Materials or Customer Data. You grant permission to us and our licensors to use the Customer Materials and Customer Data only as necessary to provide the Subscription Service and Consulting Services to you and as otherwise permitted by this Agreement. If you are using the Subscription Service or receiving Consulting Services on behalf of another party, then you represent and warrant that you have all sufficient and necessary rights and permissions to do so.

4. Confidentiality. The Receiving Party shall: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party (except those third party service providers used by us to provide some or all elements of the Subscription Service or Consulting Services and except for your Context Solutions Partner bound by confidentiality obligations), and (iv) limit access to Confidential Information of the

Disclosing Party to those of its and its affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process; provided, however, that (i) Receiving Party will provide Disclosing Party with prompt notice of any request that it disclose Confidential Information, sufficient to allow Disclosing Party to object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, Receiving Party shall disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; and (ii) in no event shall Receiving Party disclose Confidential Information to a party other than a government agency except under a valid order from a court having jurisdiction requiring the specific disclosure.

5. Indemnification. You will indemnify, defend and hold us and our Affiliates harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us or our Affiliates to the extent that such Action is based upon or arises out of (a) unauthorised or illegal use of the Subscription Service by you or your Affiliates, (b) your or your Affiliates' noncompliance with or breach of this Agreement, (c) your or your Affiliates' use of Third-Party Products, or (d) the unauthorised use of the Subscription Service by any other person using your User information. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defence or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defence or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

#### 7. Disclaimers; Limitations of Liability

a. Disclaimer of Warranties. WITHOUT LIMITING OUR OBLIGATIONS IN THE 'PROTECTION OF CUSTOMER DATA' SECTION OF THIS AGREEMENT, WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE SUBSCRIPTION SERVICE, DATA MADE AVAILABLE FROM THE SUBSCRIPTION SERVICE, CONTEXXT CONTENT, OR THE CONSULTING SERVICES FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE SUBSCRIPTION SERVICE, CONTEXXT CONTENT AND CONSULTING SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE SUBSCRIPTION SERVICE AND THE CONSULTING SERVICES, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

b. No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA OR BUSINESS OPPORTUNITIES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY; PROVIDED THAT, THIS LIMITATION SHALL NOT APPLY TO YOU IF YOU ONLY USE THE FREE SERVICES.

c. Limitation of Liability. EXCEPT FOR YOUR LIABILITY FOR PAYMENT OF FEES, YOUR LIABILITY ARISING FROM YOUR OBLIGATIONS UNDER THE 'INDEMNIFICATION' SECTION, AND YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY OR ITS AFFILIATES IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY AND ITS AFFILIATES WILL BE LIMITED TO A SUM EQUAL TO THE TOTAL AMOUNTS PAID OR PAYABLE FOR THE SUBSCRIPTION SERVICE IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM; PROVIDED HOWEVER, THIS LIMITATION SHALL NOT APPLY TO YOU IF YOU ONLY USE THE FREE SERVICES, AND IN THIS CASE, IF WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY ARISING FROM YOUR USE OF THE FREE SERVICES, THEN OUR AGGREGATE LIABILITY WILL BE LIMITED TO ONE HUNDRED U.S. DOLLARS.

d. Third Party Products. WE AND OUR AFFILIATES DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT YOU USE. OUR LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

e. Agreement to Liability Limit. YOU UNDERSTAND AND AGREE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, WE WOULD NOT PROVIDE THE SUBSCRIPTION SERVICE TO YOU.

## 8. Miscellaneous

a. Amendment; No Waiver. We may update and change any part or all of these Customer Terms of Service, including the fees and charges associated with the use of the Subscription Service (but, your fees and charges won't change during the Subscription Term except as we explain in the 'Fees and Payments' section above.) If we update or change these Customer Terms of Service, the updated Customer Terms of Service will be sent via email or in-app notification. The updated Customer Terms of Service will become effective and binding on the next business day after it is posted. When we change these Customer Terms of Service, the "Last Modified" date above will be updated to reflect the date of the most recent version.

If you do not agree with a modification to the Customer Terms of Service, you must notify us in writing within thirty (30) days after receiving notice of modification. If you give us this notice, your subscription will continue to be governed by the terms and conditions of the Customer Terms of Service prior to modification for the remainder of your current term. Upon renewal, the Customer Terms of Service published by us on our website will apply.

No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

b. Force Majeure. Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

c. Actions Permitted. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

d. Relationship of the Parties. You and we agree that no joint venture, partnership, employment, or agency relationship exists between us.

e. Compliance with Laws. We will comply with all U.S. state and federal laws (where applicable) in our provision of the Subscription Service, the Consulting Services and our processing of Customer Data. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process or governmental request. We will comply with our Code of Business Conduct and Ethics (a/k/a our Code of Use Good Judgment) which can be found on our Investor Relations page on Contexxt.com. You will comply with all laws in your use of the Subscription Service and Consulting Services, including any applicable export laws. You must comply with all applicable laws related to the recording of phone calls and ensure all proper consent to record is obtained prior to making any such recording. You will comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury in your use and receipt of the Subscription Service and Consulting Services. You will not directly or indirectly export, re-export, or transfer the Subscription Service or Consulting Services to prohibited countries or individuals or permit use of the Subscription Service or Consulting Services by prohibited countries or individuals.

f. Severability. If any part of this Agreement or an Order Form is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

g. Notices. Notice will be sent to [privacy@contexxt.com](mailto:privacy@contexxt.com), and will be deemed delivered as of the date of actual receipt.

To you: your address as provided in our Contexxt Subscription account information for you. We may give electronic notices by general notice via the Subscription Service and may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you or through the notifications center of the Subscription Service. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you. You must keep all of your account information current.

h. Entire Agreement. This Agreement (including each Order), along with our Privacy Policy found here), Product Privacy Policy, and AUP, is the entire agreement between us for the Subscription Service and Consulting Services and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of the Subscription Service or dependent on any oral or written public comments made by us regarding future functionality or features of the Subscription Service. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.

i. Assignment. You will not assign or transfer this Agreement without our prior written consent, except that you may assign this Agreement to a successor by reason of merger, reorganization, sale of all or substantially all of your assets, change of control or operation of law, provided such successor is not a competitor of ours. We may assign this Agreement to any Contexxt affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

j. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

k. Contract for Services. This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, shall not apply to this Agreement. If you are located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the rights and obligations of the parties under this Agreement.

l. Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms. Customer further warrants and represents that it has the authority to procure its Affiliates compliance with the terms of this Agreement.

m. Survival. The following sections shall survive the expiration or termination of this Agreement: 'Definitions', 'Fees and Payments', 'Prohibited and Unauthorised Use', 'Early Cancellation', 'Termination for Cause', 'Suspension for Prohibited Acts', 'Suspension for Non-Payment', 'Suspension for Present Harm', 'Suspension and Termination of Free Services', 'Effect of Termination or Expiration', 'Retrieval of Customer Data', 'Contexxt's Proprietary Rights', 'Customer's Proprietary Rights', 'Confidentiality', 'Publicity', 'Indemnification', 'Disclaimers; Limitations of Liability', 'Miscellaneous' and 'Contracting Entity and Applicable Law'. Additionally, the 'Alpha/Beta Services' section of the Product Disclosures page shall survive expiration or termination of this Agreement.

n. Precedence. In the event of a conflict between the terms of the Customer Terms of Service and an Order, the terms of the Order shall control, but only as to that Order.

## **F. JURISDICTION SPECIFIC TERMS**

1. Contracting Entity and Applicable Law. Wherever you are located you are contracting with Contexxt Limited