

**Master Subscription Agreement
(Direct)**

This Master Subscription Agreement (“MSA”) sets forth the terms and conditions that govern the Order Form(s) placed under this MSA by and between Innovative Growth Ventures LLC (DBA SaaS Sales Advisors) (“SaaS Sales Advisors”) and the legal entity set forth on the Order Form to which this MSA relates (“Customer”).

1. Agreement Definitions.

- 1.1 “Advisory Services” means professional advisory services ordered on an Order Form and as may be further described in a statement of work.
- 1.2 “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, voting or similar interest, and for so long as such control is maintained, excluding any entity that is a party to a separate written agreement with SaaS Sales Advisors for the Service.
- 1.3 “Agreement” means this MSA, any Order Forms that incorporate this MSA by reference, and any documents that are incorporated therein.
- 1.4 “Authorized User” means any Customer and/or Affiliate employee, agent, contractor, or consultant who is granted authorization by Customer to access and use the Service.
- 1.5 “Customer Data” means the electronic data, materials, and information provided by or on behalf of Customer and/or its Authorized Users for use and processing in the Service.
- 1.6 “Evaluation Services” means any SaaS Sales Advisors services provided on a beta, trial, proof of concept, or evaluation basis.
- 1.7 “Order Form” means an ordering document for the Service, Advisory Services, or Evaluation Services that incorporates this MSA by reference and is entered into by the parties.
- 1.8 “Service” means the SaaS Sales Advisors online, hosted, and operated on-demand business services ordered by Customer in an Order Form and as modified and updated by SaaS Sales Advisors from time to time.
- 1.9 “Subscription Term” means the term specified in the applicable Order Form, including all renewals, for the Service.
- 1.10 “Third Party Products” means products, systems, applications, components, materials, or services provided by a party other than SaaS Sales Advisors.
- 1.11 “Work Product” means anything created or delivered by SaaS Sales Advisors in the course of performing Advisory Services.

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 SaaS Sales Advisors will look to the Customer for enforcement of SaaS Sales Advisors’ rights under the Agreement.

3. Usage Rights, Support, and Restrictions.

- 3.1 Subject to the terms of the Agreement, (a) SaaS Sales Advisors grants to Customer solely for its internal business operations a non-exclusive, non-transferable, world-wide right to access and use the Service and Work Product, and (b) Customer grants to SaaS Sales Advisors a non-exclusive, non-transferable, world-wide right to use, process, display, transmit, and host Customer Data to provide the Service. Customer will collect and maintain all personal data contained in Customer Data in compliance with applicable data privacy and protection laws. The Service may include Third Party Products that are subject to separate license terms which must be accepted when using the Service. The applicable Third Party Products licenses will not materially or adversely affect Customer’s ability to use the Service.
- 3.2 Subject to the terms of the Agreement, SaaS Sales Advisors will provide standard support for the Service at no additional charge between 7:00 AM and 5:00 PM Pacific Standard Time excluding weekends and holidays, and use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for excused downtime to perform routine and emergency maintenance and downtime due to causes beyond SaaS Sales Advisors’ reasonable control.
- 3.3 Customer and its Authorized Users shall not (a) use the Service in any manner except as expressly permitted under and in compliance with the terms of the Agreement, (b) share access credentials of Authorized Users with any other individuals or third parties, (c) make derivative works, reverse engineer, modify, or copy the Service and/or Work Product; (d) transfer, sell, license, distribute, or outsource the Service and/or Work Product, or permit timesharing or service bureau use, or make the Service and/or Work Product available to any third party; or (e) transmit any content or data that is unlawful or infringes any intellectual property rights, or that contains software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs, or otherwise circumvents or endangers the operation or security of the Service.
- 3.4 With respect to Evaluation Services: (a) Customer may only use such Evaluation Services during the Subscription Term for the limited purpose of evaluation and not for production purposes; (b) Customer shall not use the Evaluation Services to process Customer Data subject to any data privacy laws or regulations; and (c) SaaS Sales Advisors reserves the right in its discretion to modify or revoke access to the Evaluation Services at any time.

4. Fees and Taxes.

- 4.1 Customer agrees to pay the fees set forth in an Order Form and any Statement of Work. Unless otherwise expressly stated in an Order Form, all payments are due within thirty (30) days of the invoice date. Payment shall be made to SaaS Sales Advisors in the billing frequency, currency, and utilizing the payment method set forth on the Order Form. Payment obligations are non-cancelable, fees paid are non-refundable, and Customer shall not withhold, reduce, or set-off fees owed under the Agreement. Any amount not paid when due may be subject to interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, until paid.
- 4.2 All amounts payable by Customer to SaaS Sales Advisors under the Agreement are exclusive of any tax, levy or similar governmental charge. Customer is responsible for all applicable taxes, including sales and value added taxes, under the Agreement (other than those based on SaaS Sales Advisors’ income). SaaS Sales Advisors will invoice Customer for any taxes it has the legal obligation to pay or collect for which Customer is responsible. If, as a result of any tax or levy, Customer is required to withhold any amount of any payment due to SaaS Sales Advisors, then the amount of the payment to SaaS

Sales Advisors shall be automatically increased to offset such tax, so that the amount actually remitted to SaaS Sales Advisors, net of all taxes, equals the amount invoiced or otherwise due.

5. Term and Termination.

- 5.1 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 Service then in effect shall automatically renew for successive one (1) year terms, subject to any annual fee increase, unless either party provides written notice of non-renewal at least sixty (60) days before the expiration of the then current term. All terms and conditions of the Agreement shall remain in effect until termination.
- 5.2 Either 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 within that thirty (30) day period, or (b) immediately, if (i) the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, (ii) Customer breaches SaaS Sales Advisors' intellectual property rights, or (iii) required by law or regulation. Notice of a material breach shall specify in reasonable detail the facts and circumstances constituting such breach. In the event of such termination, SaaS Sales Advisors' obligations under the Agreement will be deemed to be fully discharged and no refunds will be issued. SaaS Sales Advisors will not be liable to Customer for any loss, damage or inconvenience suffered as a result of any termination. For termination due to Customer's failure to pay, Customer agrees to reimburse SaaS Sales Advisors for all costs, expenses and attorneys' fees to collect past due balances and interest.
- 5.3 Upon termination of the Agreement, (a) SaaS Sales Advisors will cease providing the Service to Customer and Customer's right to use the Service and SaaS Sales Advisors' Confidential Information shall terminate, and (b) upon Customer's request, SaaS Sales Advisors will irretrievably delete and/or destroy all Customer Data in its possession or control within ninety (90) days of termination, and Customer will no longer have access to Customer Data stored on the Service.
- 5.4 Sections 1, 4, 7, 8, 9, 10, and 14 shall survive termination of the Agreement.

6. Warranties.

- 6.1 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.
- 6.2 SaaS Sales Advisors warrants that (a) the Service will perform substantially in a manner consistent with general industry standards, and (b) it will perform the Advisory Services in a workmanlike manner consistent with general industry standards, and (c) for a period of thirty (30) days from completion of applicable Advisory Services, any Work Product will perform in all material respects with the specifications contained in the applicable Statement of Work. Customer's sole and exclusive remedy and SaaS Sales Advisors' entire liability for breach of the foregoing warranty will be for SaaS Sales Advisors to use commercially reasonable efforts to correct the non-conformity. The warranties set forth in this section shall not apply if (i) the Service or Work Product are not used in accordance with the Agreement, (ii) the non-conformity is caused by Customer or by any Third Party Product, or (iii) the Service is provided on a beta, trial, proof of concept, or evaluation basis.
- 6.3 EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE, ANY WORK PRODUCT, AND ANY EVALUATION SERVICES ARE PROVIDED "AS IS" WITHOUT 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. SAAS SALES ADVISORS DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR THAT THE SERVICE 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. CUSTOMER AGREES THAT IT IS NOT RELYING ON DELIVERY OF ANY FUTURE FUNCTIONALITY, OR ON ANY ORAL OR WRITTEN PUBLIC COMMENTS OR ADVERTISING OF SAAS SALES ADVISORS IN ITS PURCHASE OF THE SERVICE.

7. Mutual Indemnification.

- 7.1 SaaS Sales Advisors will defend Customer against claims brought against Customer by any third party alleging that Customer's use of the Service or any Work Product knowingly infringes or misappropriates such third party's copyright, trademark, or US patent. SaaS Sales Advisors will indemnify Customer against all damages, attorney fees, and costs finally awarded against Customer (or the amount of any settlement SaaS Sales Advisors enters into) with respect to these claims. SaaS Sales Advisors' obligation under this Section 7.1 will not apply to the extent any such claim arises from (a) Customer's use of the Service or any Work Product in violation of, or inconsistent with, the Agreement, (b) use of the Service or any Work Product in combination with any Third Party Products, (c) use of Evaluation Services, or (d) any Third Party Products. In the event a claim is made or likely to be made, SaaS Sales Advisors may terminate Customer's subscription to the affected Service.
- 7.2 Customer will defend SaaS Sales Advisors against claims brought against SaaS Sales Advisors by any third party related to (a) Customer's use of the Service or any Work Product other than as expressly permitted in the Agreement, and (b) Customer Data. Customer will indemnify SaaS Sales Advisors against all damages, attorney fees, and costs finally awarded against SaaS Sales Advisors (or the amount of any settlement Customer enters into) with respect to these claims.
- 7.3 The party against whom a third-party claim is brought: (a) will timely notify the indemnifying party in writing of any such claim; (b) will make no admissions or settlements without the indemnifying party's prior written consent; (c) will 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 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.
- 7.4 This Section 7 states the sole, exclusive, and entire remedy with respect to third party claims covered therein.

8. Limitation of Liability.

EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED BY LAW, AMOUNTS OWED HEREUNDER, AND VIOLATION OF SAAS SALES ADVISORS' INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SAAS SALES ADVISORS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID FOR THE SERVICE GIVING RISE TO THE

LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. IN NO CASE WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR (I) ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; (II) ANY LOSS OF PROFITS, REVENUE, SALES, DATA, DATA USE, GOODWILL, OR REPUTATION, OR (III) ANY DAMAGES CAUSED BY ANY EVALUATION SERVICES.

9. Confidentiality.

- 9.1 "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 (c) with respect to SaaS Sales Advisors, the Service, Work Product, 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 generally available to the public without breach of the Agreement by the receiving party; (ii) at the time of disclosure, was already known to the receiving party free of any confidentiality obligation; or (iii) 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 9.
- 9.2 Recipient will hold in confidence and use no less than reasonable care to avoid disclosure of any Confidential Information to any third party, except for its employees, Affiliates, and contractors who have a need to know such information in connection with the Agreement, and are under written confidentiality obligations no less restrictive than the terms set forth herein. Recipient will be liable for any breach of this Section 9 by its employees, Affiliates, and contractors.
- 9.3 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.

10. 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 Customer Data, and (b) SaaS Sales Advisors owns and retains all rights, titles and interests and all intellectual property rights in and to the Service, Work Product, content, and materials made available to Customer, and any and all derivative works thereof, and anything developed or delivered by SaaS Sales Advisors under the Agreement. The Service and Work Product 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 SaaS Sales Advisors.

11. Privacy and Security.

Each party shall comply with its obligations under the Data Processing Addendum (located at <https://www.saassalesadvisors.com/contracts>) which is hereby incorporated by reference. SaaS Sales Advisors uses and will maintain commercially reasonable and appropriate administrative, physical, and technical safeguards in providing the Service in accordance with commercially reasonable industry standards 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 SaaS Sales Advisors immediately upon any unauthorized access or use of the Service, including but not limited to unauthorized access or use of any password or account or any other known or suspected breach of security. Customer is responsible for all activity associated with its SaaS Sales Advisors account(s) and its access and use of the Service. Customer will not conduct or authorize penetration tests of the Service.

12. Feedback.

Customer grants to SaaS Sales Advisors a worldwide, perpetual, irrevocable, royalty-free right to use, disclose, and incorporate into the Service, or any future SaaS Sales Advisors product or service, without Customer's consent, at SaaS Sales Advisors' discretion, any suggestion or request for improvement, modification, or enhancement, comments, ideas, reviews, recommendations, corrections, or other feedback provided by Customer to SaaS Sales Advisors (collectively, "Feedback"). Feedback shall not be considered Customer Confidential Information under the Agreement, and SaaS Sales Advisors shall have no obligation or liability to Customer with respect to any use or disclosure of Feedback.

13. Promotion.

Customer agrees that SaaS Sales Advisors may use Customer's name in customer listings or as part of SaaS Sales Advisors' promotional and marketing efforts including reference calls and stories, press testimonials, filming key channel and sales leaders with their permission, and to use such materials in external marketing to SaaS Sales Advisors' prospects and customers.

14. General.

- 14.1 **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.
- 14.2 **Subcontracting.** SaaS Sales Advisors may subcontract parts of the Service to third parties, including any sub-processors, provided SaaS Sales Advisors remains responsible for its obligations under the Agreement.
- 14.3 **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 (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 SaaS Sales Advisors 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 a conflict between any of the documents that make up the Agreement, the following order of precedence shall apply: the most recent Order Form, any prior Order Form, then this MSA.
- 14.4 **Governing Law; Waiver.** This Agreement is governed by the laws of the State of California without regard to its conflicts of laws principles. All disputes arising out of this Agreement will be subject to the exclusive jurisdiction of and venue in the

federal and state courts within San Mateo County, California. The parties consent to the personal and exclusive jurisdiction and venue of these courts. The parties disclaim and exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. 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.

- 14.5 Export Control. SaaS Sales Advisors' Service and Work Product are subject to export control laws of various countries, including the laws of the United States. Customer will not export or provide any SaaS Sales Advisors Confidential Information to countries, persons or entities if prohibited by export laws.
- 14.6 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.
- 14.7 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. The time for performance will be extended for a period equal to the duration of the force majeure conditions preventing performance.
- 14.8 Notices. All notices will be in writing and deemed given (a) when delivered to the relevant party's address set forth in an Order Form, or (b) when received electronically by SaaS Sales Advisors at info@saassalesadvisors.com and to Customer at their email address for notices set forth in the Order Form. Notices pertaining to the Service may be in the form of an electronic notice to Customer.