

Master Subscription Agreement (Indirect)

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

1. MSA 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 MSA, 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 "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.
- 1.4 "Customer" means the customer legal entity that is identified in the Order Form.
- 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 is entered into by and between SaaS Sales Advisors and the Reseller for the benefit of Customer.
- 1.8 "Reseller" means the authorized distribution reseller of SaaS Sales Advisors.
- 1.9 "SaaS Sales Advisors" means Innovative Growth Ventures LLC (DBA SaaS Sales Advisors), a California LLC with its registered office at 1315 Pebble Drive, San Carlos, CA 94070.
- 1.10 "Service" means the SaaS Sales Advisors online, hosted, and operated on-demand business services, as modified and updated by SaaS Sales Advisors from time to time, provided by SaaS Sales Advisors for the benefit of Customer as ordered by Reseller on an Order Form.
- 1.11 "Services" means, collectively, the SaaS Sales Advisors Service, Advisory Services, and Evaluation Services.
- 1.12 "Subscription Term" means the term specified in the applicable Order Form, including all renewals, for the Service.
- 1.13 "Third Party Products" means products, systems, applications, components, materials, or services provided by a party other than SaaS Sales Advisors.
- 1.14 "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 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 SaaS Sales Advisors will look to the Customer for enforcement of SaaS Sales Advisors' rights under the MSA.

3. Reseller Relationship.

- 3.1 Customer shall order and purchase the Services directly from Reseller pursuant to a separate agreement specifying price, payment, and other commercial terms. SaaS Sales Advisors 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 SaaS Sales Advisors or Affiliate of SaaS Sales Advisors. Reseller is an independent entity with no authority to bind SaaS Sales Advisors, make representations or warranties on SaaS Sales Advisors' behalf, or otherwise change the MSA. SaaS Sales Advisors 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.
- 3.2 SaaS Sales Advisors 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 SaaS Sales Advisors grounds to suspend and/or terminate the Services. SaaS Sales Advisors 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 SaaS Sales Advisors on its due date. If (a) Reseller terminates applicable Order Form(s) with SaaS Sales Advisors relating to Customer, (b) SaaS Sales Advisors terminates applicable Order Form(s) for good cause, or (c) the applicable resale agreement between SaaS Sales Advisors and Reseller relating to the sale of SaaS Sales Advisors Services is terminated, SaaS Sales Advisors may, but shall not be obligated to, directly provide the affected Services to the Customer pursuant to SaaS Sales Advisors' then-current Master Subscription Agreement (for direct sales) for mutually-agreed subscription fees.

4. Usage Rights, Support, and Restrictions.

- 4.1 Subject to the terms of the MSA, (a) SaaS Sales Advisors grants to Customer solely for its internal business operations a non-exclusive, non-transferable (except as set forth in Section 14.1), 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.
- 4.2 Subject to the terms of the MSA, 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.
- 4.3 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 MSA, (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.

- 4.4 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.

5. Term and Termination.

- 5.1 The term of the MSA shall be the duration of the Subscription Term. All terms and conditions of the MSA shall remain in effect until termination.

- 5.2 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 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 MSA 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 MSA, (a) SaaS Sales Advisors will cease providing the Services to Customer and Customer's right to use the Services 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, 7, 8, 9, 10, and 14 shall survive termination of the MSA.

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

- 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 MSA, (ii) the non-conformity is caused by Customer, Reseller, 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 MSA, (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. Providing Reseller with refunds of any pre-paid unused fees alleviates any responsibility by SaaS Sales Advisors to ensure the refund returns to Customer.

- 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 MSA, 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 MSA, the terms of the MSA, 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 MSA 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 MSA 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 MSA, 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 MSA, (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 MSA. 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 MSA, 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 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.

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 MSA.

14.3 Entire Agreement. The MSA constitutes the complete and exclusive statement of the agreement of the parties 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), (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) in 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 the parties.

- 14.4 Governing Law; Waiver. This MSA is governed by the laws of the State of California without regard to its conflicts of laws principles. All disputes arising out of this MSA 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 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.
- 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 MSA.
- 14.7 Force Majeure. 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 when delivered to the relevant party's address and with respect to SaaS Sales Advisors 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.