

Master Services Agreement

This Master Services Agreement (the "Agreement") is entered into by and between SaaS Alerts, LLC, with offices at 301 Government Center Dr, Wilmington, NC 28403 ("SA") and the entity agreeing to these terms ("Customer"). This Agreement is effective as of the date you click the "I Accept" button or, if applicable, the date the Agreement is countersigned (the "Effective Date"). If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or the applicable entity to these terms and conditions; (ii) you have read and understand this Agreement; and (iii) you agree on behalf of the party that you represent to this Agreement. If you don't have the legal authority to bind your employer or the applicable entity please do not click the "I Accept" button (or, if applicable, do not sign this Agreement). This Agreement governs Customer's access to and use of the Services as ordered unless otherwise modified in the applicable Order Form.

1. Services.

1.1 Facilities and Data. SA takes data security and privacy very seriously, and we understand the very important commitment our customers make to protect the privacy of their customers. SA leverages world-class data centers.

1.2 New Features or Services. SA may make new applications, features or functionality for the Services available from time to time, the use of which may be contingent upon Customer's agreement to additional terms.

1.3 Modifications.

(a) Changes to Services. SA may make commercially reasonable changes to the Services from time to time. If SA makes a material change to the Core Services, SA will inform Customer, by either sending an email to the Notification Email Address or alerting Customer through the Admin Dashboard.

(b) Changes to our Terms. SA may make commercially reasonable changes to its billing and the Terms from time to time. If SA makes a material change to the Terms, SA will inform Customer by either sending an email to the Notification Email Address or alerting Customer through the Admin Dashboard. Material changes to the Terms will become effective 30 days after the notice

is given, except if the changes apply to new functionality in which case the changes will be effective immediately. If the change has a material adverse impact on Customer, and the change is not a result of SA complying with a court order or applicable law, Customer may notify SA within thirty days after being informed of the change that Customer does not agree with the change. If Customer notifies SA as required, then Customer will remain governed by the terms in effect immediately prior to the change until the earlier of: (i) the end of the then-current Term or (ii) 12 months after SA informs Customer of the change, unless the modification to the Terms is in response to a court order or to comply with applicable law. If the Agreement renews, it will do so under the updated Terms.

(c) Discontinuance of Services. Subject to Section 1.3(d), SA can discontinue any Services or any portion or feature for any reason at any time without liability to Customer.

(d) Deprecation Policy. SA will notify Customer if it intends to make a Significant Deprecation. SA will use commercially reasonable efforts to continue to provide the Core Services without a Significant Deprecation for at least one year after that notification, unless (as SA determines in its reasonable good faith judgment): (i) otherwise required by law or by contract (including if there is a change in applicable law or contract), or (ii) doing so could create a security risk or a substantial economic or technical burden. This policy is the "Deprecation Policy."

1.4 Service Specific Terms. The Service Specific Terms are incorporated by this reference into the Agreement and shall run for one (1) year with said Agreement auto-renewing, unless otherwise terminated in accordance with this Agreement unless modified and/or amended in any applicable Order Form.

1.5 Customer Feedback. Suggestions, evaluations or improvements (collectively, "Feedback") regarding or relating to the Services. Any derivatives, improvement(s) or modification(s) to the Services created, conceived, made or discovered in the performance of this Agreement shall be owned solely and exclusively by SA. To the extent that Customer contributes, in whole or in part, to any derivatives, improvement(s) or modification(s), or makes any suggestions, enhancement requests, recommendations, comments, feedback, ideas or the like, to the Services ("Improvements"), Customer hereby assigns to SA all right, title and interest in and to such Improvements. Furthermore, Licensees agrees that: (i) it will not seek, and that it will require its employees, agents and representatives, including third party contractors, not to seek patent, copyright, trademark, registered design, or other protection for any rights in and to the Improvements; and (ii) it will take, and will require its employees, agents and representatives,

including third party contractors, to take, at SA's expense, all actions and execute all documents as SA may reasonably require to vest in SA or its nominees any protection for the Improvements that SA deems appropriate.

1.6 Anonymized Data. Anonymization is a data processing technique that removes or modifies personally identifiable information; it results in anonymized data that cannot be associated with any one individual or Customer. It's also a critical component of SA's commitment to privacy. By analyzing anonymized data, we are able to provide trend analysis and robust insights to our customers. It also allows SA to build safe and valuable products and features, all while protecting user identities. SA may compile aggregate data and other statistical information related to use of the Services, provided that such information does not incorporate Customer's Confidential Information or Customer's name. SA shall own all rights, title and interest in and to such aggregate data and other statistical information.

2. Customer Obligations.

2.1 Compliance. Customer must ensure that all use of the Services by Customer and its End Users complies with this Agreement, the SA Website Terms of Use and Privacy Policy as well as the following.

2.2 Additional Products. SA may make Additional Products available to Customer and its End Users in accordance with the applicable product-specific Additional Product Terms. Except to the extent described in the Additional Product Terms, Additional Products are not subject to or governed by this Agreement. Customer can enable or disable Additional Products and are not required to use Additional Products in order to use the Services.

2.3 Customer Administration of the Services. Customer may specify one or more Administrators through the Admin Dashboard who will have the rights to access Admin Account(s) and to administer the End User Accounts. Customer is responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees that SA's responsibilities do not extend to the internal management or administration of the Services for Customer and that SA is merely a data-processor.

2.4 Administrator Access; End User Consent.

(a) Administrator Access. Administrators will have the ability to access all Customer's End User Accounts, including the ability to access, monitor, use, modify, withhold, or disclose any data available to End Users associated with their End User Accounts.

(b) End User Consent. Customer will obtain and maintain all required consents from End Users to allow: (i) Administrators to have the access described in this Agreement; and (ii) SA's provision of the Services to Administrators and End Users.

2.5 Unauthorized Use. Customer will use commercially reasonable efforts to prevent unauthorized use of the Services and to terminate any unauthorized use. Customer will promptly notify SA of any unauthorized use of, or access to, the Services of which it becomes aware.

2.6 Restrictions on Use. Unless SA specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease, or the functional equivalent, the Services to a third party (unless expressly authorized in this Agreement); (b) attempt to reverse engineer the Services or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Services; (d) use the Services for High Risk Activities; (e) use the Services to store or transfer any Customer Data that is controlled for export under Export Control Laws; (f) use or access the Services in a manner intended to avoid incurring Fees; or (g) use the Services on behalf of or for the benefit of any entity or person who is prohibited from using the Services by United States laws or regulations.

2.7 Support. Customer will use commercially reasonable efforts to resolve support issues before escalating them to SA.

3. Billing and Payment. Billing. Customer will pay all Fees for the Services as defined by the service subscribed to within the application. All payments due are in U.S. dollars unless otherwise indicated on the Order Form or invoice. Prices are subject to change with notice.

4. Emergency Security Issues.

Notwithstanding the foregoing, if there is an Emergency Security Issue, SA may automatically Suspend the offending use. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue. If SA Suspends an End User Account for any reason without prior notice to Customer, at Customer's request, SA will provide Customer the reason for the Suspension as soon as is reasonably possible.

5. Suspension for Non-Payment.

(a) Automatic Suspension. Customer will have thirty days to pay SA delinquent Fees. If Customer does not pay SA delinquent Fees within thirty days, SA will automatically suspend Customer's use of the Services. The duration of this suspension will be until Customer pays SA all outstanding Fees.

(b) Termination After Suspension. If Customer remains suspended for non-payment for more than sixty days, SA may terminate Customer for cause pursuant to this Agreement.

5.1 Suspension to Comply with Laws. SA may at its sole discretion Suspend the provision of any Services at any time if required to comply with any applicable law.

6. Confidential Information.

6.1 Obligations. Subject to Section 6.2 (Disclosure of Confidential Information) the recipient will not disclose the discloser's Confidential Information, except to employees, Affiliates, agents, or professional advisors ("Delegates") who need to know it and who have a legal obligation to keep it confidential. The recipient will use the Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care, the recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations.

6.2 Disclosure of Confidential Information.

(a) General. Subject to Section 6.2(b), the recipient may disclose the discloser's Confidential Information (i) in accordance with a Legal Process or (ii) with the discloser's written consent.

(b) Notification. Before the recipient discloses the discloser's Confidential Information in accordance with a Legal Process, the recipient will use commercially reasonable efforts to promptly notify the discloser SA will give notice via the Notification Email Address. The recipient does not need to provide notice before disclosure if the recipient is informed that (i) it is legally prohibited from giving notice or (ii) the Legal Process relates to exceptional circumstances involving danger of death or serious physical injury to any person.

(c) Opposition. Recipient will comply with the other party's reasonable requests opposing disclosure of its Confidential Information.

7. Intellectual Property Rights; Brand Features.

7.1 Intellectual Property Rights. Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and the Application or Project (if applicable), and SA owns all Intellectual Property Rights in the Services and Software.

7.2 Display of Brand Features. SA may display only those Customer Brand Features authorized by Customer. SA may also display SA Brand Features on the Service Pages to indicate that the Services are provided by SA. Neither party may display or use the other party's Brand Features beyond what is allowed in this Agreement without the other party's prior written consent.

8. Publicity.

In connection with Customer's use of the Services, (a) Customer may state publicly that it is a SA customer and display SA Brand Features consistent with the Trademark Guidelines and (b) SA may (i) orally state that Customer is a SA customer and (ii) include Customer's name or Customer Brand Features in a list of SA customers in SAs online or offline promotional materials. Neither party needs approval if it is using the other party's name or Brand Features in a manner that is substantially similar to a previously approved manner. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features. A party may revoke the other party's right to use its Brand Features under this Section with written notice to the other party and a reasonable period to stop the use.

9. Representations, Warranties and Disclaimers.

9.1 Representations and Warranties. Each party represents that (a) it has full power and authority to enter into the Agreement; and (b) it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable. SA warrants that it will provide the Services in accordance with the applicable SLA.

9.2 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (A) NEITHER PARTY NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT; AND (B) NEITHER SA NOR ITS SUPPLIERS WARRANTS THAT OPERATION OF THE SOFTWARE OR THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. NEITHER THE SOFTWARE NOR THE SERVICES ARE DESIGNED, MANUFACTURED, OR INTENDED FOR HIGH RISK ACTIVITIES. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SA MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS, INCLUDING EMERGENCY SERVICES CALLS, OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

10. Term.

This Agreement will remain in effect for the Term.

11. Termination.

11.1 Termination for Cause. Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.

11.2 Effects of Termination. If this Agreement terminates or expires, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in Section 11.2 and Section 14.12 (Survival)); (ii) Customer will not have access to, or the ability to export, the Customer Data after the effective date of termination or expiry of the Agreement; (iii) all Fees owed by Customer to SA are immediately due; (iv) Customer will not have access to, or the ability to export Customer Data after the effective date of termination or expiry of the Agreement and will be responsible for determining whether (and the extent to which) to use the functionality of the Services to delete Customer Data prior to such date; (v) SA will delete Customer Data in accordance with the terms of the Agreement; and (vi) upon request each party will promptly use reasonable efforts to return or destroy any remaining Confidential Information of the other party.

12. Limitation of Liability.

12.1 Limitations. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO SECTION 13.2 (EXCEPTIONS TO LIMITATIONS), (a) NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR: (i) THE OTHER PARTY'S LOST REVENUES (ii) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES (WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES AT THE EFFECTIVE DATE); OR (iii) EXEMPLARY OR PUNITIVE DAMAGES; AND (b) EACH PARTY'S TOTAL AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY CUSTOMER DURING THE TWELVE MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY.

12.2 Exceptions to Limitations. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES OR AGENTS; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; (C) OBLIGATIONS UNDER SECTION 12 (DEFENSE AND INDEMNITY); (D) INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (E) PAYMENT OBLIGATIONS; OR (F) MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

13. Miscellaneous.

13.1 Notices. SA may provide any notice to Customer under this Agreement by: (a) sending an email to Notification Email Address or by (b) posting a notice in the Admin Dashboard.

Customer may provide notice to SA under this Agreement by sending an email to SA's legal department at notices@SA.com. Notice will be treated as received when (i) the email is sent, whether or not the other party has received the email or (ii) notice is posted in the Admin Dashboard.

13.2 Assignment. Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an Affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

13.3 Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

13.4 No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

13.5 Severability. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

13.6 No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

13.7 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

13.9 Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.

13.10 Governing Law. This Agreement is governed by Delaware law, excluding that state's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN DELAWARE.

13.10 Amendments. Any amendment must be in writing and expressly state that it is amending this Agreement.

13.11 Survival. The following sections will survive expiration or termination of this Agreement: Section 1.5, 1.6, 3, 6, 7.1, 11.2, 12 and 13

13.12 Entire Agreement. This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference.

13.13 Interpretation of Conflicting Terms. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Order Form, the Agreement, and the terms located at any URL.

13.15 Counterparts. The parties may enter into this Agreement by executing the applicable Order Form, which may be executed in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

API ACCESS ADDENDUM

1. API AND DATA.

1.1 SA License. Subject to the other terms of this Master Services Agreement, SA grants Customer and its Affiliates (defined below) , during the term of this addendum, a non-exclusive, non-transferable, royalty-free license to: (i) display all data and information (Data) transmitted through its API to third party systems. Partner must use the API and the Data solely: (i) in compliance with the SA API documentation, (ii) in compliance with its agreements with its customers, and (iii) in accordance with this addendum and applicable law.

1.2 Changes. SA may change or remove existing endpoints or fields in its API upon at least 30 days' notice, but SA will use commercially reasonable efforts to support the previous version of the API for at least 6 months. SA may add new endpoints or fields in API results without prior notice. Customer may, nor attempt to, violate the SA's API or service limitation (such as using non-API calls), even if workarounds are possible, including limitations on the frequency of access and types of calls.

1.3 Restrictions. Customer agrees it may not, nor attempt to: (i) interfere with, modify, or disable any features or functionality of the APIs or services, including any mechanisms used to restrict or control such APIs or services, such as anti-circumvention measures; (ii) reverse engineer, decompile, disassemble, or derive source code, underlying ideas, algorithms,

structure, or organizational form of the APIs or services; (iii) allow any third party to access or use the API or connect to the services; or (iv) sublicense, lease, rent, assign, distribute, resell, or otherwise transfer or disclose the API or solution to any third party.

1.4 Security. Customer may not disclose to any third party the API keys or other access credentials it has been issued to access the API, and Customer must promptly notify SA in the event that their API key or credentials have been disclosed to any third party or otherwise compromised.

1.4 Fees. SA shall provide access to its API for no additional fee.

1.6 Disclaimer. The SA API is provided on an AS IS and WHEN AVAILABLE basis, and SA is not liable for any fees or costs incurred by Customer as a result of any changes to the API or any endpoints.

2. TECHNICAL SUPPORT.

2.1 Support. Customer must provide technical support to its own Users.

3. WARRANTY AND DISCLAIMER.

SA MAKES NO WARRANTIES OR REPRESENTATIONS AS TO ITS API OR THE ACCURACY OF ITS DATA. ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. SA DISCLAIMS ANY WARRANTY THAT ITS API WILL BE ERROR FREE OR THAT USE WILL NOT BE UNINTERRUPTED.