

This Master Subscription Services Agreement (“**Agreement**”), including any applicable addenda, annexes, exhibits, or other similar agreements, constitute a legal agreement between you, your employer, or other entity on whose behalf you enter into this Agreement (the “**Customer**”), and Apttus Corporation (“**Apttus**”).

YOU MUST READ AND AGREE TO THIS AGREEMENT PRIOR TO DOWNLOADING AND/OR USING THE SUBSCRIPTION SERVICES. BY CLICKING ON THE “ACCEPT” BUTTON, SIGNING AN ASSOCIATED ORDER, OR DOWNLOADING, INSTALLING AND/OR USING THE SUBSCRIPTION SERVICES, YOU ARE AGREEING TO BE BOUND BY THE TERMS ON BEHALF OF CUSTOMER.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER OR ANOTHER LEGAL ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY AS THE CUSTOMER.

YOU MAY NOT ACCESS THE SUBSCRIPTION SERVICES IF YOU ARE AN APTTUS COMPETITOR, EXCEPT WITH THE PRIOR WRITTEN CONSENT OF APTTUS.

If you receive a free trial, the Agreement will also govern your use of the Subscription Services during the trial period. Other Apttus subscription modules are available, subject to separate terms and conditions.

Apttus may amend this Agreement from time to time by posting an amended version at its website and sending Customer notice thereof (an email to Customer’s project sponsor or designated contact shall be deemed sufficient in this case). Such amendment will be deemed accepted and become effective thirty (30) days after such notice (the “**Proposed Amendment Date**”) unless Customer first gives Apttus written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue in its existing form, and the amendment will become effective at the start of Customer’s next Subscription Term following the Proposed Amendment Date. Customer’s continued use of the Subscription Services following the Proposed Amendment Date will confirm Customer’s consent thereto. This Agreement may not be amended in any other way except through a written agreement by authorized representatives of each party.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Subscription Services.

1.1 Scope. This Master Subscription Services Agreement applies to Customer’s use of the online subscription services, including [associated offline components] related online training and packaged technical support services provided or managed by Apttus (collectively, the “**Subscription Services**”) that are listed in one or more Apttus subscription-based ordering documents signed by the parties (each, an “**Order**”). This Master Subscription Services Agreement and all executed Orders, including any addenda and exhibits, are collectively referred to as the “**Agreement.**” All capitalized terms not defined herein will have the meanings attributed to them in the Order.

1.2 Provision of Subscription Services. During the period of time beginning on the applicable Subscription Start Date and ending on the Subscription End Date, as set forth in the Order (the “**Subscription Term**”), Apttus will (i) make the Subscription Services available to Customer for access and use solely for Customer’s internal business purposes in accordance with the terms and conditions set forth in this Agreement; and (ii) provide the Subscription Services in a manner consistent with general industry standards reasonably applicable to the provision thereof. Customer agrees that its purchase of the Subscription Services is not contingent upon the delivery of any future functionality or features, nor is it dependent upon any oral or written public comments made by Apttus with respect to future functionality or features.

1.3 Subscription Services Users. Subject to the limits set forth in the Order, Customer may authorize Customer’s employees and contractors, acting on its behalf, to use the Subscription Services and will supply (or request Apttus to supply) user identifications and passwords for such individuals (“**Users**”). Customer may increase the number of Users pursuant to an add-on Order(s). Unless otherwise specified in the relevant Order, the term of the additional User subscriptions will be coterminous with the expiration of the then current Subscription Term.

1.4 Service Level Agreement. Apttus will make the Subscription Services available in accordance with the Apttus Service Level Agreement further described at <http://legal.apttus.com/#apttus-service-level-agreement> ("SLA").

1.5 Technical Support. Apttus will provide trouble handling and break/fix support services in accordance with the level of technical support indicated in the Order, and as further described at: <http://legal.apttus.com/#apttus-technical-support>.

1.6 Professional Services. If Customer wishes to purchase implementation or other professional services from Apttus relating to the Subscription Services ("**Professional Services**"), the parties will mutually execute one or more separate Apttus based-statement of work ("**SOW**"). Any Professional Services to be provided to Customer by Apttus will be governed by the Apttus Professional Services Terms found at: <http://legal.apttus.com/#apttus-professional-services-delivery-terms>. Professional Services are separate and apart from the Subscription Services, and neither party's obligations in connection with the Subscription Services are dependent in any way on any Professional Services. Training services purchased via Order or SOW will be considered Professional Services.

2. Use of the Subscription Services.

2.1 Customer Responsibilities. Customer is responsible for all User activities and User accounts. Customer will: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all electronic data or information submitted by Customer to the Subscription Services ("**Customer Data**"); (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Subscription Services, and notify Apttus promptly of any such unauthorized access or use; (iii) comply with all applicable local, state, federal, and foreign laws in using the Subscription Services; and (iv) use the Subscription Services only in accordance with the Agreement. Apttus reserves the right to audit Customer's use of the Subscription Services no more than once each calendar year to ensure compliance with the terms of the Agreement. In the event that Apttus discovers that Customer's actual usage of the Subscription Services exceeds the amount of Users set forth in the applicable Order, then, without limiting Apttus' other rights and remedies under this Agreement, Apttus will be entitled to issue an invoice to Customer for such additional Users.

2.2 Use Guidelines. Customer will not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Subscription Services available to any third party, other than as contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or in violation of third party privacy rights; (iv) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Subscription Services or the data contained therein; (vi) attempt to gain unauthorized access to the Subscription Services or related systems or networks; or (vii) use the Subscription Services in excess of the usage limitations set forth in the applicable Order. User subscriptions are for individual Users and cannot be shared or used by more than one User but may be reassigned from time to time to new Users replacing former Users who no longer require ongoing use of the Subscription Services. At all times, Customer remains responsible for Users and their use of the Subscription Services in accordance with the terms of the Agreement. A breach of the Agreement by any User will be considered a breach by Customer hereunder.

2.3 Third-Party Providers. Certain third-party providers, some of which may be listed on Apttus' website, offer products and services related to the Subscription Services, including implementation, customization and other consulting services related to customers' use of the Subscription Services and software, applications (both offline and online), and software-as-a-service offerings that work in conjunction with, or may be integrated with the Subscription Services, such as CRM applications. Apttus is not responsible for, and does not warrant any such third-party providers or any of their products or services, whether or not such products or services are designated by Apttus as "certified," "validated" or otherwise, and Customer will be solely responsible for obtaining any necessary rights or licenses thereto. Any exchange of data or other interaction between Customer and a third-party provider, and any purchase by Customer of any product or service offered by such third-party provider, is solely between Customer and such third-party provider.

2.4 SFDC's Role. Customer recognizes and agrees that, if the applicable Subscription Services are hosted on the technology platform called salesforce.com, provided by salesforce.com, inc. ("**SFDC**"), then Customer's access and use of the Subscription Services, is subject to the Salesforce.com Platform Addendum found at

<http://legal.apttus.com/#salesforce-platform-addendum>.

3. Security and Data Protection.

3.1 Protection of Customer Data. Apttus has adopted and will maintain industry-standard administrative, physical, and technical safeguards designed to protect the security, privacy and integrity of Customer Data, as further described in the Data Security Exhibit found at <http://legal.apttus.com/#data-security-exhibit>. Apttus will not be responsible for loss of data processed, stored or transmitted on systems or networks not owned or operated by Apttus, including the Internet.

3.2 Use of Services Attributes and Anonymized Data. Apttus may collect, use and disclose quantitative and other data related to Customer's use of the Subscription Services ("**Services Attributes**") for industry benchmarking, analytics, marketing, and other business purposes. Services Attributes will be considered in the aggregate form only, and will not identify Customer or its Users ("**Anonymized Data**"). Apttus retains all rights, title and interest in and to Anonymized Data.

4. Fees & Payment.

4.1 Fees. Customer will pay all fees specified in all Orders hereunder. Except as otherwise provided in an Order, all fees are quoted in United States dollars. Except as expressly set forth otherwise in the Agreement (i) fees are based on number of User subscriptions purchased in the relevant Order, and fees will not be prorated if actual usage is less than the number of Users set forth in the relevant Order; and (ii) are non-cancellable and non-refundable. Any fees paid pursuant to an Order will not offset any fees due under any other Order.

4.2 Invoicing & Payment. Except as set forth in Section 2.1, fees for the Subscription Services will be invoiced annually in advance and otherwise in accordance with the Order. All amounts are due and payable thirty (30) days from the invoice date. All payments made under this Agreement will be in United States dollars.

4.3 Overdue Payments. Unpaid invoices not the subject of a written good faith dispute are subject to a finance charge at the rate of one percent (1%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, plus all reasonable expenses of collection.

4.4 Taxes. Unless explicitly set forth otherwise, Fees set forth in an Order or SOW do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). In the event that Apttus is legally obligated to collect Taxes, such taxes will be set forth in the applicable invoice. Customer is responsible for paying all Taxes, excluding only taxes based on Apttus' income and personal property. If Apttus has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Apttus with a valid tax exemption certificate authorized by the appropriate taxing authority. Where Taxes are based upon the location(s) receiving the benefit of the Subscription Service, Customer has an ongoing obligation to notify Apttus of such location(s) if different than Customer's business address listed in the applicable Order.

4.5 Suspension of Subscription Services. If Customer's account is thirty (30) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Apttus reserves the right to suspend the Subscription Services, without liability to Customer, until such amounts are paid in full.

5. Proprietary Rights.

5.1 Reservation of Rights. Customer acknowledges (i) that in providing the Subscription Services, Apttus utilizes (A) the Apttus.com name, the Apttus.com logo, the Apttus.com domain name, the product and service names associated with the Subscription Services, and other trademarks and service marks; (B) certain audio and visual information, documents, software and other works of authorship; and (C) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "**Apttus Technology**"); and (ii) that the Apttus Technology is covered by intellectual property rights owned or licensed by Apttus (collectively, "**Apttus IP Rights**"). Other than as expressly set forth in this Agreement, no license or other rights in or to the Apttus Technology or Apttus IP Rights are granted to Customer, and all such licenses and rights are hereby expressly reserved.

5.2 Restrictions. Customer will not, and will ensure that its Users do not, directly or indirectly, (i) modify, copy, translate or create derivative works based on the Subscription Services or Apttus Technology; (ii) remove any proprietary notices or labels from the Subscription Services; (iii) make the Subscription Services, including Apttus database field, available to anyone other than Users, or use the Subscription Services for the benefit of any unrelated third party; (iv) disassemble, reverse engineer, decompile or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Subscription Services or any software, documentation or data related to or provided with the Subscription Services; (vi) use or access the Subscription Services or Apttus Technology to build or support, and/or assist a third party in building or supporting, competitive products or services, or similar ideas, features, functions or graphics of the Subscription Services; or (vii) include the Subscription Services in a service bureau or outsourcing offering.

5.3 Customer Data. As between Apttus and Customer, all Customer Data is owned by Customer. Customer Data is considered Confidential Information and shall be used solely as expressly permitted in the Agreement.

6. Confidentiality.

6.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Orders hereunder), the Customer Data, the Subscription Services, the Apttus Technology, business plans, technology and technical information, screen and product designs, interoperability of the Subscription Services with third-party products and software, and business processes. Confidential Information will 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) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

6.2 Non-Disclosure and Use Restrictions. The Receiving Party will not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. If the Receiving Party is required by law or court order to disclose Confidential Information, it will give prior written notice to the Disclosing Party (to the extent legally permitted) and reasonable assistance at the Disclosing Party's cost to contest the disclosure.

6.3 Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event will either party exercise less than reasonable care in protecting such Confidential Information. The Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its 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 for the protection of Confidential Information.

7. Warranties; Warranty Remedies; Warranties Disclaimer.

7.1 Warranties. Each party represents and warrants that it has the legal power to enter into this Agreement. Apttus represents and warrants that the Subscription Services will (i) be provided in a manner consistent with general industry standards reasonably applicable to the provision thereof; and (ii) perform in all material respects in accordance with the Apttus online user guide for the Subscription Services, accessible via the Apttus Customer Success Portal, as updated from time to time.

7.2 Warranty Remedies. Customer will notify Apttus of any warranty deficiencies under Section 7.1 within 30 days of the performance of the relevant Subscription Services, and Customer's exclusive remedy will be the re-performance of the deficient Subscription Services. If Apttus cannot re-perform such deficient Subscription Services as warranted, Customer will be entitled to terminate the deficient Subscription Services under Section 10.5 below and recover a pro-rata portion of the fees paid to Apttus for such deficient Subscription Services, and such refund will be Customer's sole remedy and Apttus' entire liability.

7.3 Warranties Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 7.1 ABOVE AND IN THE SLA, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, APTTUS AND ITS THIRD PARTY PROVIDERS DISCLAIM ALL WARRANTIES OF ANY

KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. APTTUS DOES NOT WARRANT THE RELIABILITY, TIMELINESS, SUITABILITY, OR ACCURACY OF THE SUBSCRIPTION SERVICES OR THE RESULTS CUSTOMER MAY OBTAIN BY USING THE SUBSCRIPTION SERVICES. APTTUS DOES NOT WARRANT UNINTERRUPTED OR ERROR- FREE OPERATION OF THE SUBSCRIPTION SERVICES OR THAT APTTUS WILL CORRECT ALL DEFECTS OR PREVENT THIRD PARTY DISRUPTIONS OR UNAUTHORIZED THIRD PARTY ACCESS. APTTUS DISCLAIMS ALL FAILURES, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET.

8. Mutual Indemnification.

8.1 Indemnification by Apttus. Subject to this Agreement, Apttus will (i) defend, or at its option settle, any claim, demand, action or legal proceeding (“Claim”) made or brought against Customer by a third party alleging that the use of the Subscription Services as contemplated hereunder directly infringes the intellectual property rights of such third party, and (ii) pay (a) any final judgment or award directly resulting from such Claim to the extent such judgment or award is based upon such alleged infringement or (b) those damages agreed to by Apttus in a monetary settlement of such Claim. Apttus’ obligations to defend or indemnify will not apply to the extent that a Claim is based on (I) Customer Data, Customer’s or a third party’s technology, software, materials, data or business processes; (II) a combination of the Subscription Services with non-Apttus products or services; or (III) any use of the Subscription Services not in compliance with this Agreement. In the event of a Claim, Apttus may, in its discretion and at no cost to Customer (A) modify the Subscription Services so that they are no longer the subject of an infringement claim, (B) obtain a license for Customer’s continued use of the Subscription Services in accordance with this Agreement, or (C) terminate the subscription for the infringing Subscription Services and refund to Customer any prepaid fees for the remainder of the Subscription Term.

8.2 Indemnification by Customer. Subject to this Agreement, Customer will (i) defend, or at its option settle, any Claim made or brought against Apttus by a third party alleging that (I) Customer Data, Customer’s or a third party’s technology, software, materials, data or business processes; (II) a combination of the Subscription Services with non-Apttus products or services; or (III) Customer’s use of the Subscription Services, other than as authorized in this Agreement, violates applicable law or regulations or infringes the intellectual property rights of, or has otherwise harmed, a third party; and (ii) pay (a) any final judgment or award directly resulting from such Claim, or (b) or those damages agreed to in a monetary settlement of such Claim.

8.3 Procedure. As a condition to the indemnifying party’s obligations under this Section 8, the party seeking indemnification must (a) promptly give written notice of the Claim to the indemnifying party; (b) give the indemnifying party sole control of the defense and settlement of the Claim (provided that indemnifying party may not settle or defend any Claim unless it unconditionally releases the indemnified party of all liability); and (c) provide to the indemnifying party, at the indemnifying party’s expense, all reasonable assistance. Notwithstanding the foregoing, the indemnified party will have the option to participate in any matter or litigation, including but not limited to participation through counsel of its own selection, if desired, the hiring of such separate counsel being at the indemnified party’s expense.

9. Limitation of Liability.

9.1 Limitation of Liability. EXCEPT FOR A PARTY’S LIABILITY ARISING FROM SECTION 8 (MUTUAL INDEMNIFICATION) AND FOR CUSTOMER’S PAYMENT OBLIGATIONS, NEITHER PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. THE FOREGOING LIMITATION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

9.2 Exclusion of Consequential and Related Damages. NO PARTY WILL BE LIABLE UNDER ANY CONTRACT, TORT, NEGLIGENCE STRICT LIABILITY OR OTHER THEORY, FOR ANY (i) ERROR OR INTERRUPTION OF USE, INACCURACY, OR LOSS OF BUSINESS OR DATA; (ii) LOST PROFITS OR LOSS OF USE; (iii) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; OR (iv) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

10. Term & Termination.

10.1 Term of Agreement. This Agreement commences on the Effective Date and ends on the date that all User subscriptions granted in

accordance with this Agreement have expired or been terminated.

10.2 Term of User Subscriptions. User subscriptions commence on the start date specified in the relevant Order and continue for the Subscription Term specified therein. At the end of the then current Subscription Term, the Subscription Services described in the active Order(s) will auto-renew for a period of three (3) years, unless (i) Customer notifies Apttus at least forty-five (45) days in advance of their intent not to renew; (ii) the Subscription Services are no longer commercially available; or (iii) renewal Order(s) have already been negotiated. The Subscription Services fees for each auto-renew term will increase by five percent (5%) over the prior Subscription Term.

10.3 Uninstall and Delete. Upon termination or expiration of this Agreement, Customer will uninstall and delete from all Customer desktop, mobile, server, web and other environments, any Apttus provided software related to the Subscription Services. This includes managed packages or other software that has been installed in Customer environments.

10.4 Return of Customer Data. Upon request by Customer made within thirty (30) days of the effective date of termination or expiration of this Agreement, Apttus will make available to Customer for download a file of Customer Data in comma separated value (.csv) format. Customer will pay service fees for any additional data migration activities. After such thirty (30) day period, Apttus will have no obligation to maintain or provide any Customer Data and thereafter may delete all Customer Data in its systems or otherwise in its possession or under its control.

10.5 Termination for Cause. A party may terminate this Agreement for cause: (i) upon thirty (30) days' written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer, Apttus will refund Customer any prepaid fees for the remainder of the Subscription Term after the date of termination.

10.6 Outstanding Fees. Termination will not relieve Customer of the obligation to pay any fees accrued or payable to Apttus prior to the effective date of termination.

10.7 Surviving Provisions. The following provisions will survive any termination or expiration of this Agreement: Sections 5, 6, 7, 8, 9, 10, and 11.

11. General Provisions.

11.1 Relationship of the Parties. This Agreement does not create a franchise, joint venture, agency, fiduciary or employment relationship between the parties.

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

11.3 Notices. Apttus may give general notices for Subscription Services applicable to all customers by means of a notice on the Subscription Services web portal. Specific notices applicable to Users of the Subscription Services, technical support, system security and other account notices will be given by electronic mail to Customer's e-mail address on record in Apttus' account information. All legal or dispute-related notices will be sent by first class mail or express delivery, if to Apttus, attention Chief Legal Officer, at 1400 Fashion Island Blvd., Suite 100, San Mateo, California 94404, U.S.A., and if to Customer, to Customer's account representative and address on record in Apttus' account information or such other addresses as either party may designate in writing from time to time.

11.4 Force Majeure. Neither party will be responsible for failure or delay of performance if caused by an act of nature, war, hostility or sabotage; an electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); 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. If such event continues for more than twenty (20) days, either party may cancel unperformed Subscription Services upon written notice.

11.5 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will

be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

11.7 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement together with all rights and obligations hereunder, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party (provided that the assignee agrees in writing to be bound by all terms and conditions of this Agreement) by providing the non-assigning party with prompt written notice of assignment. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Section will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.8 Governing Law. This Agreement will be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules.

11.9 Venue. The state and federal courts located in San Francisco County, California will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

11.10 Export Control Laws. The use and delivery of the Subscription Services and technology is subject to the jurisdiction of the United States, including regulations issued by the Department of Commerce, Department of State, the International Trade Administration, and the Bureau of Export Administration. Each party will comply with all United States and foreign export control laws or regulations applicable to its performance under this Agreement. Customer understands that it will receive the Subscription Services under a United States distribution license and restrictions on re-export or use to facilitate transactions with embargoed individuals or companies must be complied with.

11.11 Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Orders executed hereunder, constitute the entire agreement between the parties, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict between the provisions in this Agreement and any exhibit or addendum hereto, or Order executed hereunder, the terms of this Agreement will prevail to the extent of any inconsistency, except with regard to any provision of any exhibit, addendum or Order that specifically identifies a conflicting provision of this Agreement and states that the conflicting provision of this Agreement does not prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Orders) will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void.