

MK Partners Master Subscription Agreement

PLEASE SCROLL DOWN AND READ CAREFULLY ALL THE MK PARTNERS MASTER SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS CONTAINED HEREIN (THIS “**AGREEMENT**”) BEFORE USING THE SOFTWARE DEFINED HEREIN AS THE “**SERVICE**”.

BY DOING ANY OF THE FOLLOWING:

- CLICKING THE “I ACCEPT” BUTTON DISPLAYED AS PART OF THE INSTALLATION;
- DOWNLOADING THE SOFTWARE;
- INSTALLING THE SOFTWARE;
- SIGNING AN ORDER FORM REFERENCING THESE TERMS; OR
- PAYING AN INVOICE WITH THESE TERMS;

YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS GOVERNING YOUR USE OF THE SERVICES (DEFINED BELOW) OFFERED BY MK PARTNERS, INC. (“**MKP**”) AND YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE POWER AND AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERM “**CUSTOMER**” SHALL REFER TO SUCH ENTITY OR INDIVIDUAL. IF CUSTOMER DOES NOT HAVE SUCH AUTHORITY, OR IF CUSTOMER DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, CUSTOMER MUST: SELECT THE “I DECLINE” BUTTON; NOT INSTALL THE SERVICE; AND NOT USE THE SERVICE. THIS AGREEMENT IS EFFECTIVE WHEN CUSTOMER CLICKS “I ACCEPT” OR CUSTOMER DOWNLOADS OR BEGINS USING THE SERVICE, WHICHEVER IS EARLIER, AND THEN WILL BECOME COTERMINOUS WITH THE SUBSCRIPTION PERIOD THEREAFTER (“**EFFECTIVE DATE**”).

The Service

This Agreement governs Customer’s use and MKP’s delivery of the software solutions owned by MKP or an Affiliate of MKP (collectively the “**Service**”). Customer agrees that Customer’s subscription to the Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by MKP regarding future functionality or features.

1. License Grant and Restrictions

- 1.1. Subscription to the Service. Subject to the terms of this Agreement, MKP hereby grants to Customer a non-sublicensable, non-transferable (except as provided in this Agreement), non-exclusive subscription license for Customer’s use of the Service by the quantity of subscription Users (and/or up to the volume of Service Events) as specified in an associated Order Form or invoice, in accordance with the Documentation and solely for Customer’s internal business purposes. User subscription licenses are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Service. MKP and its Affiliates reserve all rights not expressly granted to Customer in this Agreement. Customer may allow Customer’s Affiliates to access and use the Service. Customer is solely liable and responsible for Customer’s Affiliate access and use of the Service and compliance with this Agreement.
- 1.2. Additional Use. If Customer wishes to add additional Users or increase the number of authorized Service Events (“**Additional Use**”), Customer should contact MKP and MKP will make the Service available for the Additional Use on the terms and conditions set forth in this Agreement. With respect to Additional Use: (i) the term of any additional Users’ access to the Service will be coterminous with the preexisting subscription term and all other terms of this Agreement, and (ii) Customer will be responsible for any additional fees for any Additional Use exceeding the authorized number of Users, or Service Events.
- 1.3. Restrictions. Customer shall not (i) license, sublicense, sell, resell, use as a service bureau, or otherwise use the Service for a third party’s benefit unless authorized by MKP; (ii) transfer, assign (except as provided in this Agreement), distribute or otherwise commercially exploit the Service, MKP’s System or Content; (iii) modify or make derivative works based upon the Service or the Content; (iv) create Internet “links” to the Service or “frame” or “mirror” any

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Content on any other server or wireless or Internet-based device; (v) reverse engineer or decompile the Service or MKP System; (vi) interfere with or make use of the Service in any manner not consistent with the Documentation; (vii) upload Customer Data or Customer Templates to the Service that contain any Malicious Code or programming routines, macros, or other elements that may damage, surreptitiously intercept or expropriate any system, data, or personal information; or (viii) access the Service for purposes of monitoring its availability, penetration or security testing, or any benchmarking or competitive purposes.

- 1.4. Customer Responsibilities. Customer shall: (i) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and will notify MKP promptly of any unauthorized use of any password or account; (ii) report to MKP promptly and use reasonable efforts to stop any unauthorized copying or distribution of Content that is known or suspected by Customer or Customer's Users; and (iii) not impersonate another Service user or provide false identity information to gain access to or use the Service.

2. Compliance with Laws

- 2.1. Customer is responsible for all activity occurring under Customer's User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Service, including those related to data privacy, international communications, and the transmission of technical or personal data.
- 2.2. MKP shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with providing the Service and Professional Services, including those related to data privacy, international communications, and the transmission of technical or personal data (e.g. GDPR, CCPA, Australian Privacy Act, etc.).

3. Security, Customer Data, Support and Service Levels

- 3.1. MKP will provide the Support Services and Service levels described in Exhibit A. MKP will make improvements to the Service and make Version Releases and Updates to the Service as deemed appropriate by MKP.

4. Intellectual Property Ownership

- 4.1. MKP. MKP and its Affiliates own all rights, title and interest, including all related Intellectual Property Rights, in and to the MKP System, the Content, and the Service, and any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Customer relating to the Service. The MKP name, the MKP logo, and the product names and logos associated with the Service are trademarks of MKP or MKP Affiliates.
- 4.2. Customer. Customer retains all right, title, and interest in and to the Customer Data and Customer Templates. MKP will not use or access any Customer Data or Customer Templates except as necessary to provide Professional Services or Support Services.

5. Fees and Billing

- 5.1. Fees. Fees for the Service are described in an associated Order Form or invoice. Any renewal fees will be based on MKP's then-current fees, unless otherwise stated in an Order Form. All fees due are payable in U.S. Dollars unless otherwise stated on an Order Form. MKP's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on MKP's income.
- 5.2. Billing and Payment. MKP issues invoices for the Service on or about the subscription start date for the Initial Term. Fees for the Service shall be paid annually in advance. For multi-year Service subscriptions, MKP will invoice to receive payment each year in advance, on the anniversary of the subscription start date each year. Unless otherwise stated on an Order Form or statement of work, fees for the Services and Professional Services are due within 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information and

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notifying MKP of any changes to such information. All Service and Support Services (when applicable) payment obligations are non-cancelable, and all amounts paid are nonrefundable, except as expressly set forth in this Agreement. If Customer adds additional Users to the Service, allows use of the Service by more than the paid-for number of Users, or utilizes Service Events in excess of the allowance associated with Customer's subscription, MKP will invoice Customer for the additional applicable fees at the same rate for the current term.

6. Term.

This Agreement commences on the Effective Date and will continue for an initial term of 1 year or the length specified in the initial Order Form ("Initial Term"). Upon the expiration of the Initial Term, this Agreement and the associated Order Forms will automatically extend for successive terms of 1 year, provided that either party may terminate this Agreement or reduce the number of Users, Service Events, or Support Services effective upon the expiration of the Initial Term or then-current term, by notifying the other party in writing at least 30 days prior to the expiration of the Initial Term or then-current term. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination, or the number of days stated on a trial Order Form shall constitute notice of termination.

7. Professional Services.

From time to time, Customer may purchase professional services from MKP relating to installation, training, implementation, or configuration of the Service ("**Professional Services**"). Professional Services performed by MKP, and the applicable fees for such Professional Services, shall be governed by a statement of work or an Order Form which identifies Professional Services, under the terms of this Agreement.

- 7.1. Scheduling Services and Invoicing. Customer and MKP shall cooperate to promptly schedule the Professional Services. In the event Customer requests changes to, or cancels the agreed-upon schedules, Customer may be charged a rescheduling fee equal to 5% percent of the applicable fees specified in the statement of work. Customer will be invoiced for Professional Services provided in the performance of a statement of work. MKP invoices weekly for Professional Services.
- 7.2. Travel Expenses. If travel is required for Customer's Professional Services, Customer agrees to pay reasonable and pre-approved travel expenses associated with all Professional Services. Such travel expenses will be reimbursed to MKP by Customer as follows:
- 7.2.1. Meals shall be reimbursed at the actual cost. Meals may be invoiced for each day Professional Services are provided in the performance of a statement of work. MKP will provide Customer a copy of receipts substantiating meal expenses.
- 7.2.2. Hotel Expenses shall be reimbursed at the actual cost. MKP will use Customer's recommended hotels and preferred rates if provided by Customer. MKP will provide Customer a copy of receipts substantiating hotel expenses.
- 7.2.3. Air travel expenses shall be reimbursed at actual cost including standard baggage fees. MKP will book economy, non-refundable, advance, non-stop fares when available. Air travel will be booked by MKP only upon Customer's written confirmation of the schedule. In the event Customer request changes to the schedule after providing confirmation, Customer will be responsible for reimbursing the air fare and any additional fare difference or change fees incurred by MKP. MKP will provide Customer a copy of receipts substantiating air travel expenses.
- 7.2.4. Rental car expenses shall be reimbursed at actual cost of the rental including fuel consumed. MKP will reserve standard 4 door class vehicles. MKP will provide Customer a copy of receipts substantiating rental car expenses.

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7.2.5. Public transportation, including taxi, subway, ride-share, and rail shall be reimbursed at actual costs. MKP will provide Customer a copy of receipts substantiating public transportation costs provided such costs exceed \$20 dollars per occurrence.

7.3. Work Product. MKP shall hold all rights, title, and interest, including but not limited to patents, letter patent, patent applications, copyrights registrations, trade secrets, and/or similar protection, in and to all documents, drawings, manuals, notebooks, reports, sketches, records, computer programs, software code, and the like ("**Work Product**") provided or created during the performance of Professional Services. Work Product shall not include Customer Data or Customer Templates.

7.4. License. MKP agrees to grant to Customer a perpetual, worldwide, nonexclusive, non-sublicensable, nontransferable, non-assignable (except as provided in this Agreement), fully paid up, limited, license to use the Work Product with the Service. Unless otherwise expressly provided in any applicable statement of work, Customer is granted no title or rights of ownership in the Work Product.

7.5. Professional Services Warranty. MKP warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a workman like manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify MKP of such non-conformance in writing, within 10 days from completion of Professional Service, and MKP shall promptly repair the non-conforming deliverables. THE EXPRESS WARRANTIES FOR PROFESSIONAL SERVICES SPECIFIED IN THIS SECTION ARE EXCLUSIVE AND TAKE THE PLACE OF AND SUPERSEDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Suspension and Termination

If Customer is in breach of this Agreement due to non-payment, MKP may suspend Customer's access to, and use of the Service until Customer has cured the breach. MKP will provide at least 15 days' notice prior to any such suspension due to non-payment. Additionally, either party may terminate this Agreement upon written notice if the other party materially breaches the Agreement and does not cure such breach within 30 days after written notice of such breach. Upon the expiration or termination of this Agreement for any reason: (a) any amounts owed to MKP by Customer under this Agreement before such termination will become immediately due and payable in accordance with Section 5 except where this Agreement is terminated by Customer in accordance with this paragraph due to MKP's uncured breach then MKP will refund Customer prepaid fees prorated from the effective date of termination, (b) MKP will terminate Customer's access to or use of the Service, and (c) where applicable, MKP will return Customer Data to Customer. The rights and duties of the parties under Sections 4, 5, 7, 12, 13, and 17 will survive the termination or expiration of this Agreement. In no event will termination relieve Customer of Customer's obligation to pay any fees payable to MKP for the period prior to the effective date of termination.

9. Representations and Warranties

9.1. Mutual Warranty. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

9.2. Data Warranty. Customer represents and warrants that Customer owns or has obtained all rights, consents, permissions, or licenses necessary to allow the Service's access to, or possession, manipulation, processing, or use of the Customer Data and Customer Templates.

9.3. Service Warranty. MKP represents and warrants that the Service will perform in all material aspects with the Product Specifications.

10. Disclaimer of Warranties

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EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, MKP AND ITS AFFILIATES MAKE NO WARRANTY OF ANY KIND RELATED TO THE SERVICE AND ALL CONTENT IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS, AS-AVAILABLE" BASIS. ALL OTHER IMPLIED OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

11. Mutual Indemnification

- 11.1. Customer's Indemnity. If any action is instituted by a third party against MKP, to the extent caused by MKP System's or the Services' access to, or possession, manipulation, processing, or use of the Customer Data only as is necessary to provide the Service and Support Services in accordance with this Agreement, then Customer shall indemnify and hold MKP, its Affiliates, and each such party's parent organizations, subsidiaries, officers, directors, employees, and agents harmless from and against any and all costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of, or in connection with such action. THIS SECTION SETS FORTH THE ENTIRE OBLIGATION OF CUSTOMER AND MKP'S EXCLUSIVE REMEDY AGAINST CUSTOMER FOR ANY CLAIM UNDER THIS SECTION.
- 11.2. MKP's Indemnity. If any action is instituted by a third party against Customer arising out of, or in connection with a claim that the Service or Professional Services, as provided, infringes a copyright, registered patent or trademark, then MKP shall indemnify and hold Customer, Customer's Affiliates and each such party's parent organizations, subsidiaries, officers, directors, employees, and agents harmless from and against any and all costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of, or in connection with a claim and will defend such action at its own expense on behalf of Customer and will pay all damages attributable to such claim which are finally awarded against Customer or paid in settlement of such claim. MKP will, at its option and expense, and in addition to indemnifying Customer as set forth in this section: (a) procure for Customer the right to continue using the Service; (b) replace or modify the Service so that it is no longer infringing but continues to provide comparable functionality; or (c) terminate this Agreement and Customer's access to the Service and refund any amounts previously paid for the Service attributable to the remainder of the then-current term of this Agreement. MKP will have no liability to Customer for any infringement action that arises out of a breach of the terms and conditions of this Agreement by Customer or of the use of the Service (i) after it has been modified by Customer or a third party without MKP's prior written consent, or (ii) in combination with any other service, equipment, software or process not provided by or authorized by MKP where the combination is the basis for the infringing activity. THIS SECTION SETS FORTH THE ENTIRE OBLIGATION OF MKP AND CUSTOMER'S EXCLUSIVE REMEDY AGAINST MKP OR ANY OF ITS SUPPLIERS FOR ANY INFRINGEMENT CLAIM.
- 11.3. Procedure. A party seeking indemnification under this Section 11 will (a) give written notice of the claim promptly to the other party; (b) give the other party sole control of the defense and settlement of the claim; and (c) provide to the other party all available information and assistance.

12. Insurance and Limitations of Liability

- 12.1. During the term of the Agreement, MKP will, at its cost, maintain (a) industry standard insurance coverages, including, without limitation general commercial liability, worker's compensation, technology errors and omissions/network information security, and automobile policies, and (b) any other insurance required by law in any state or country where MKP provides Services, Support Services, or Professional Services under this Agreement. All policies will be written by reputable national insurance carriers.
- 12.2. (A) EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS IN SECTION 13, GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, NEITHER PARTY'S NOR THEIR AFFILIATES' LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER ANNUALLY.

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(B) EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS IN SECTION 13, GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY'S OR ITS AFFILIATES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED TWO TIMES THE TOTAL AMOUNT PAID BY CUSTOMER ANNUALLY HEREUNDER.

12.3. EXCEPT FOR A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER SPECIAL DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF REVENUE, PROFITS, DATA, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, OR THIS AGREEMENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, TO THE MAXIMUM EXTENT ALLOWABLE BY APPLICABLE LAW.

12.4. **TRIAL PERIOD LIMITATION OF LIABILITY. THIS SECTION 12.4 SUPERSEDES ANY OTHER INDEMNIFICATION, LIMITATION OF LIABILITY, SECTION 12.2, AND 12.3 FOR CUSTOMER IF THESE TERMS ARE AGREED UPON FOR A FREE TRIAL. THIS SECTION DOES NOT APPLY TO PAID SUBSCRIPTIONS AND SHALL NOT APPLY ONCE A FREE TRIAL BECOMES A PAID SUBSCRIPTION. IN NO EVENT SHALL MKP BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS, DATA, OR DATA USE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, EVEN IF MKP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL MKP'S TOTAL LIABILITY TO CUSTOMER UNDER THIS AGREEMENT FOR ALL DAMAGES EXCEED THE AMOUNT OF \$1,000.**

12.5. THE LIMITATIONS IN THIS SECTION 12 WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 5.

13. Confidentiality

13.1. Confidential Information. Each party (the "**Disclosing Party**") may from time to time disclose to the other party (the "**Receiving Party**") certain information regarding the business, products, or services of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, Customer Data, Customer Templates, User Details, and other confidential or proprietary information, including information that the Receiving Party knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party ("Confidential Information").

13.2. Protection of Confidential Information. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose other than exercising its rights or exercising its obligations under this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of the Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty under this Section 13.2. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. In the case of MKP, including maintaining Appropriate Security Measures.

13.3. Exceptions. The Receiving Party's obligations under Section 13.2 with respect to any Confidential Information of the Disclosing Party will not apply if such information: (a) was already known to the Receiving Party without restriction at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by

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the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under the Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure. Disclosure pursuant to Section 13.3(iii) shall not render Confidential Information as non-confidential or remove such Confidential Information from the obligations of the confidentiality obligations set forth in this Section 13.

13.4. Return of Confidential Information. The Receiving Party will return to the Disclosing Party or use reasonable efforts to destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control promptly upon the written request of the Disclosing Party upon the expiration or termination of the Agreement. The Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with its obligations under this Section 13.4.

14. Assignment and Change in Control

This Agreement may not be assigned by either party without the prior written approval of the other party, (such approval not to be unreasonably withheld) except in connection with (i) a merger, consolidation, or similar transaction involving (directly or indirectly) a party, (ii) a sale or other disposition of all or substantially all of the assets of a party, or (iii) any other form of combination or reorganization involving (directly or indirectly) such party. Any purported assignment in violation of this section shall be null and void and have no effect.

15. Subscription Through Third party

MKP authorizes certain third parties to resell MKP Services ("Resellers"). Customer's use of the Service purchased through a Reseller is governed solely and exclusively by this Agreement except for subscription term, payment, fees, and delivery terms that are contracted directly between Customer and Reseller. By purchasing through a Reseller, Customer expressly agree to abide by this Agreement, as may be updated from time to time, except where Reseller is authorized by MKP to contract for use of the Service.

16. Export and Anti-Corruption

The Services, Content, other technology MKP makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use any Service or Content in a U.S.- embargoed country or in violation of any U.S. export law or regulation. Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of MKP's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify MKP's legal department at legal@mkpartners.com.

17. General

This Agreement shall be governed by California law without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Los Angeles, California USA. In the event of a conflict between the terms in the main body of this Agreement and the terms in any Order Form or statement of work, the Order Form then the statement of work will prevail and control. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The parties are independent contractors and this Agreement does not create any joint venture, partnership, employment, or agency relationship between Customer and MKP. The failure

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of either party to enforce any right or provision in this Agreement shall not constitute a waiver of that or any future right or provision unless acknowledged and agreed to by the other party in writing. This Agreement, together with any associated Order Forms or invoices, comprises the entire agreement between Customer and MKP and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein, including any previously executed electronic or URL version of a MKP subscription agreement, commonly known as a clickthrough or end user license agreement. **THE PARTIES ACKNOWLEDGE AND AGREE THAT ANY TERMS OR CONDITIONS ISSUED IN A PURCHASE ORDER OR OTHER FORM TO MKP SHALL HAVE NO FORCE OR EFFECT AND THOSE TERMS ARE FOR PAYMENT PROCESSING PURPOSES ONLY AND ARE EXPRESSLY REJECTED BY BOTH PARTIES RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT.** All notices, required or permitted under this Agreement must be delivered in writing by courier, email, or by certified or registered mail (postage prepaid and return receipt requested) to the other party. Notice hereunder will be effective (a) upon receipt or 3 days after being deposited in the mail as with the postal authority of the receiving party's country, whichever occurs sooner, or (b) if delivered by email, upon receipt of the email. Any notice to MKP will be delivered to MK Partners, Inc., 2600 Olive Ave., Suite 500, Burbank, CA 91505 or legal@mkpartners.com. Any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any Force Majeure. This Agreement may be signed by facsimile or electronic signature, and/or in counterparts, each of which will constitute an original, but all of which together will constitute the same instrument. Customer acknowledges and agrees that MKP may, from time to time, rebrand or rename the Services including, but not limited to, domain names, software titles, User subscription classifications and website names. Any such rebranding or renaming shall not affect the Services functionality or level of subscriptions in an Order Form or invoice.

18. Definitions

As used in this Agreement the following terms have these meanings:

"Affiliate" means any entity (now existing or hereafter formed or acquired), which, directly or through one or more intermediaries, controls, is controlled by, or is under common control with, another entity. Ownership of fifty percent (50%) or more of the voting stock, membership interests, partnership interests, or other equity of an entity shall be deemed to be in control over such entity.

"Appropriate Security Measures" means commercially reasonable technical, physical, and procedural controls to (i) protect Customer Data, Customer Templates, and User Details against destruction, loss, alteration, unauthorized disclosure to third parties, and unauthorized access by employees or contractors employed by MKP, and (ii) prevent the introduction of Malicious Code into the Services and Content.

"MKP System" means the hardware, software, network equipment, and other technology used by MKP to deliver the Service, and any other of MKP's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by MKP in providing the Service.

"Content" means the visual information, documents, software, products and services contained or made available to Customer in the course of using the Services, other than the Service itself, Customer Data, User Details, and Customer Templates.

"Customer Data" means any information (including without limitation personally identifiable information) provided, made available, or submitted by Customer to the Service or retrieved by the Service from another source as directed by Customer other than User Details and Customer Templates.

"Customer Template" means, with regard to the Mambo Merge services (including when used as a shared service with another Service), a Customer-created template uploaded to the Salesforce.com Service by Customer and intended for use with the Service.

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"Documentation" means MKP published documentation, knowledge base articles and other content, and technotes that are generally made available by MKP to all customers, including without limitation the materials located at <https://www.mkpartners.com> and <https://folderizeapp.com> and <https://www.mambomerge.com> and <https://photouploader.app> and <https://zealynx.com>.

"Force Majeure" means events or circumstances beyond a party's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving MKP's employees), telecommunications or network failures or delays, service or computer failures involving services, hardware, or software not within MKP's possession or reasonable control, and acts of vandalism (including network intrusions and denial of service attacks).

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Order Form" means a MKP order form signed by authorized representatives of each party describing the Services purchased, associated fees, and other terms agreed to by the parties.

"Product Specifications" means the published description of functionality available at <https://www.mkpartners.com> and <https://folderizeapp.com> and <https://www.mambomerge.com> and <https://photouploader.app> and <https://zealynx.com>.

"Salesforce.com Service" means the service provided by salesforce.com to which Customer must be a subscriber in order to obtain the Service.

"Service Event" means (i) the execution of a single Mambo Merge triggered via link or button, or any programmatic means, (ii) the generation of any output file from Mambo Merge containing one or more letters, labels, or envelopes, or (iii) the scheduled execution of an individual Mambo Merge, regardless of whether any output file is distributed.

"Update" means a subsequent release of the Service that MKP makes generally available. Updates shall include all bug fixes, patches, and maintenance releases.

"User(s)" means Customer's named employees, representatives, consultants, contractors, partners, or agents who are authorized to use the Service by Customer through the Salesforce LMA (License Management Application) or the user management facility of the Services.

"User Details" means basic information collected by MKP about Customer's Users authorized by Customer to use the Service, which is used for subscription management, activity logging, communications to Users by MKP, and technical support purposes.

"Version Release" means a subsequent release of the Service. Version Releases may include, but not be limited to, correction of a malfunction in the Service that degrades the use of the Service, major changes to existing functionality, features, or options. Version Releases shall not include any release, option or future services which MKP makes available as a separately named, priced, or licensed software module or features relating to or unrelated to a Service.

MK Partners Master Subscription Agreement

Exhibit A

MK Partners Service Level Agreement

This Service Level Agreement (“SLA”) details MKP's commitments in relation to: Service availability and performance, Support Services, and problem resolution.

1. Definitions

“**Business Hours**” shall mean, except for recognized national holidays in the region:

Americas: 8 a.m. to 5 p.m., Pacific Time, Monday through Friday in North America.

“**Excluded Downtime**” means any time the Service is not available because of a Force Majeure or Planned Downtime.

“**Planned Downtime**” means any period of time during which the Service is unavailable due to MKP’s planned maintenance and support of the Service or MKP System. Planned Downtime shall not exceed 5 hours per month. MKP will endeavor to give at least 24 hours’ notice before Planned Downtime except for urgent circumstances (e.g., a system failure or security threat). Planned Downtime occurs from 10:00 p.m. Friday through 1:00 p.m. Sunday, Pacific Time.

“**Support Services**” means technical support assistance provided by MKP personnel to Customer’s designated administrators for problem resolution, bug reporting, and technical assistance, which, in each case, is as classified in Section 4, below.

“**Service Level Incident**” means a reproducible non-conformity in the Service causing the Service to not operate in substantial conformance with the Product Specifications.

“**Total Minutes**” means the total number of minutes in the calendar month at issue.

“**Unplanned Downtime**” means any time (i) the Service is not available because of an event or circumstance other than Planned Downtime and (ii) the amount of time required by MKP to resolve or provide a work-around for the failure of any documented feature required to complete a primary function of the Service in accordance with the Product Specifications.

2. Service Availability and Performance

The Service availability “Uptime” will generally be equal to or greater than 99.7% in each calendar month and the Service will perform in substantial conformance with the Product Specifications (“Service Level”), except for Excluded Downtime, where “Uptime” = (Total Minutes – Unplanned Downtime – Excluded Downtime) / (Total Minutes – Excluded Downtime) x 100.

In the event MK Partners does not meet the Uptime service levels set forth in Service Availability and Performance during any calendar month. Customer shall be entitled to a service credit equal to the Credit Percentage multiplied by the fees paid by Customer during the month in which the service level was not met. The Credit Percentage is determined as follows:

Availability	Credit Percentage
Less than 99.9% but at least 99.7%	none
Less than 99.7 %	15%

To obtain a credit, Customer will report the Unplanned Downtime to support@mkpartners.com and cooperate with MK Partners’ efforts to verify the Downtime is exclusive to the Service provided by MK Partners and not Customer’s Salesforce application or other Customer services.

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In addition to the above. Customer may terminate this Agreement upon written notice to MK Partners if (i) either of the Uptime Service Level is not met in any three consecutive calendar months; or (ii) the Response Time Service Levels are not met more than four times in any two consecutive calendar months.

3. Support Services

If Customer has paid MKP all applicable fees due for the Service, MKP will provide Support Services to Customer’s administrator(s) during Business Hours in the English language. To receive Support Services, Customer may submit a case at <https://www.mkpartners.com> or <https://folderizeapp.com> or <https://www.mambomerge.com> or <https://photouploader.app> or <https://zealynx.com>. Basic Support Services will be based on this Exhibit A unless paid support is stated in an associated Order Form or invoice for the current subscription term. Paid support plan descriptions are available at <https://www.mkpartners.com> and <https://folderizeapp.com> and <https://www.mambomerge.com> and <https://photouploader.app> and <https://zealynx.com> and will be incorporated into this Agreement by referenced when applicable. If 24/7 or 24/5 support is available to Customer, it will be provided only through the telephone numbers below if outside of Business Hours. Telephone support numbers are used to submit cases on Customer’s behalf and Support Services are provided via a returned call from MKP’s support team. Basic support is limited to a total of 2 hours of live Support Services (chat or telephone) for the subscription term. Telephone Support Number: +1-818-760-8285.

4. Problem Response and Resolution.

MKP will address Service Level Incidents and other non-Service Level Incident support requests in accordance with the schedule below. If applicable, response times in the table below will be adjusted to match the paid support plan purchased.

Problem Severity Level	Response Time	Resolution Time
Level 1: The Service is not available for use, including the failure of any documented feature that is listed as a Tier 1 function in the Product Specifications.	The MKP support team will respond within 4 Business Hours. The MKP technical team will commence efforts to address Level 1 problems within 1 hour after Customer’s report of such problem is received by MKP or MKP’s detection of such problem, whichever is earlier.	MKP will use commercially reasonable efforts, 24 hours per day, 7 days per week, to resolve or provide Customer with an acceptable work-around for the applicable Level 1 problem. MKP will keep Customer updated regularly on the progress of the resolution.
Level 2: A documented feature is not available but does not prevent the use of a Tier 1 function in the Product Specifications.	The MKP support team will respond within 8 Business Hours. The MKP technical team will commence efforts to address Level 2 problems within 8 Business Hours after Customer’s report of such problem during Business Hours or MKP’s detection of such problem, whichever is earlier.	MKP will use commercially reasonable efforts, during normal Business Hours, to resolve or provide Customer with an acceptable solution for the Level 2 problem within 5 business days after Customer’s report of such problem or MKP’s detection of such problem, whichever is earlier.
Level 3: A documented feature is impaired but does not prevent the use of a Tier 1 function in the Product Specifications.	The MKP support team will respond within 16 Business Hours. The MKP technical team will commence efforts to address Level 3 problems within 3 business days after Customer’s report of such problem during Business Hours or MKP’s detection of such problem, whichever is earlier.	MKP will use commercially reasonable efforts, during normal Business Hours, to resolve or provide Customer with an acceptable solution for the Level 3 problem within 60 calendar days after Customer’s report of such problem or MKP’s detection of such problem, whichever is earlier.
Level 4: A level 4 issue is a general usage question or issue that may be cosmetic in	The MKP support team will respond within 16 Business Hours.	

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nature or documentation related. MKP software works without any functional limitation.		
Enhancement Request (ER): An enhancement request is a request for future product enhancement or modification to add official support and documentation for unsupported, undocumented, or features that do not exist in the MKP software.	The MKP support team will respond within 16 Business Hours. Response is limited to a Support representative triaging the request to provide feedback about possible workarounds and confirmation the enhancement request has been created.	MKP will take ERs into consideration in the product management process, but has no obligation to deliver enhancements based on any ER.

Customer acknowledges that the Service is dependent on Customer’s implementation and configuration of the Service and the availability and performance of technology from third-party software and hardware vendors including but not limited to salesforce.com, Salesforce AppExchange products and custom applications, Google, and the providers of Internet browsers. MKP has no control over, and is not liable for, performance issues or downtime of the Service to the extent caused by such factors.

Encryption Gateways and associated third party technology that require any re-direction of Salesforce connections are not eligible for Support Services. Customer may utilize such encryption solutions solely at Customer’s own risk.