

SALES RABBIT

TERMS OF SERVICE

1. **ACCEPTANCE.** By using the SalesRabbit.com website (the “*Site*”) or any of the services provided by SalesRabbit, Inc., a Delaware corporation (“SalesRabbit”, “*we*”, “*us*”, or “*our*”), including: the Site, the Web App (as defined below), the Applications (as defined below), and various related services, including the software related to the foregoing (collectively, the “*Services*”), you are agreeing to be bound by the following Terms of Service (the “*Terms of Service*”). You may also enter into these Terms of Service with us by clicking “I Accept” on an electronic document referencing these Terms of Service or by signing (either electronically or otherwise) a separate order form that references these Terms of Service and is approved by SalesRabbit. In each case, the document setting forth the specific terms of our agreement shall be referred to herein as an “Order Form.” Together, these Terms of Service and any applicable Order Form constitute the Agreement. If any provision of an Order Form conflicts directly with a provision of these Terms, the conflicting provision of the Order Form shall prevail.

If you do not wish to be bound by these Terms of Service, please exit the Site now and do not use any of the Services. Your agreement with us regarding compliance with these Terms of Service becomes effective immediately upon commencement of your use of any of the Services. These Terms of Service incorporate the Data Protection Addendum (“*DPA*”), which is posted at http://go.salesrabbit.com/SalesRabbit_EU_Data_Processing_Addendum, if you execute and submit the DPA according to its directions. These Terms of Service also incorporate the changes made by Google and Google Maps or by Apple and Apple maps (as applicable). By using the Services, you agree to the Google Maps/Google Earth Additional Terms of Service along with their Universal Acceptance Use Policy, Privacy Policy, Terms of Service and Legal Notices posted at: https://maps.google.com/help/terms_maps.html, and (as applicable) to the Apple Maps Terms of Use posted at: <https://www.apple.com/legal/internet-services/maps/terms-en.html>.

2. APPLICATION AND WEB APP.

a. **Applications.** The “*SalesRabbit Application*” shall mean the self-contained program and software provided by SalesRabbit which offers sales representatives access to the Services. Similarly, the “*Tech Rabbit Application*” shall mean the self-contained program and software provided by SalesRabbit which offers technicians access to the Services. The “*Applications*” shall mean both the SalesRabbit Application and the Tech Rabbit Application, and includes any newly-developed applications made available on the Site, and any upgrades, documentation, or other software which enables the use of the Applications.

b. **Software Requirements.** You are required to have a compatible mobile telephone or handheld device, internet access, and the necessary minimum specifications described in the documentation (the “*Software Requirements*”) to use the Applications or the Web App. SalesRabbit reserves the right to change the Software Requirements for the Applications or the Web App as it deems necessary in its sole discretion.

c. **SalesRabbit Web App.** SalesRabbit Web App (“*Web App*”) is a cloud-based solution accessible through any web browser. It provides a robust range of tools, including, but not limited to, training video portals, leader-boards, HR paperless management tools, lead management services, new customer agreements, sales materials, product guides, appointment management tools, turn-by-turn directions,

installation agreements, performance reports and metrics, and a news portal. The Applications both integrate directly with the Web App and the Site.

d. Freemium Offerings. From time to time, SalesRabbit makes available to its customers what we call a “Freemium” offering. Under that model, Customers may, with SalesRabbit’s consent, sign up for some or all of the Services for a period of time without paying any fees. When that occurs, and if it has occurred for you, the following provisions apply for the period during which you are allowed to use the Services without paying a fee:

(i) SalesRabbit may modify the Services at any time, in its sole and absolute discretion, with or without notice, including limiting the scope of your license or the number or type of Services made available to you.

(ii) SalesRabbit may suspend or terminate your access to the Services at any time, with or without notice, and without any compensation to you.

(iii) For the period during which you are signed up under a Freemium model, SalesRabbit specifically disclaims all of the warranties set forth herein for paid subscribers. **THIS INCLUDES A DISCLAIMER OF ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY.**

(iv) At the time you convert your contractual relationship with us from a Freemium model to a paid model, you authorize us to use the payment information, including any credit card you have provided to us, to receive payment at the time you convert to a paid model.

(v) SalesRabbit may limit its support obligations in any manner it deems appropriate, including any obligations it has under a service level agreement made available to paying subscribers.

You acknowledge that these provisions are reasonable and necessary, in light of the fact that access to the Services under a Freemium model is offered without charge.

d. Updates and Changes. In connection with providing the Services required under these Terms of Service, SalesRabbit may elect to update the Applications, the Site, the Web App, or any other Services at any time. These updates may include bug fixes, feature enhancements or improvements, or entirely new versions of the Services. You agree that SalesRabbit may automatically deliver such updates to you as part of the Services and you shall receive and install them as required. Any new features that augment or enhance the then-current Services shall also be subject to these Terms of Service. We reserve the sole right to either modify or discontinue the Site or any of the Services or features that might be available at any time with or without notice to you. We will not be liable to you or any third party should we exercise such a right.

3. **MODIFICATIONS.** We expressly reserve the right to change these Terms of Service from time to time by posting changes to these Terms of Service and including a list of changes made within the last six (6) months. Any changes posted to the Terms of Service shall be immediately binding upon any new user and binding after thirty (30) days upon an pre-existing user. Such posting shall constitute notice to you. You agree that it is your

responsibility to review these Terms of Service from time to time and to familiarize yourself with any modifications. Your continued use of this Site or any Services after such modifications will constitute acknowledgement of the modifications and agreement to abide and be bound by the revised Terms of Service. You can review the most current version of the Terms of Service at any time at: <http://www.salesrabbit.com/company-information-on-sales-rabbit/signup-for-sales-rabbit>. For questions about the Terms of Service please email contact@salesrabbit.com. Violation of any of the terms hereof may result in the suspension or termination of your account without a right to any refund.

4. **ACCOUNT REQUIREMENTS.** To create an account and register for any of the Services, you must be eighteen (18) years or older, provide your full legal name, a valid email address for you, a valid phone number for you, and any other information requested to complete the signup process (the "Registration Data"). The information we obtain through your use of the Services, including your Registration Data, is subject to our Privacy Policy (as defined below). If you are accessing the Services on behalf of a company or other entity, you represent and warrant that you are fully authorized to act on behalf of such company or entity and that your agreement to these Terms of Service shall be fully binding upon such company or entity. In that event, the terms "you," "your," and "yours" as used in this Agreement shall mean and refer to such company or entity.

5. **ACCOUNT SECURITY.** You are the sole authorized user of your account. You are solely and fully responsible for maintaining the confidentiality of your account information, including your account password. Therefore, you must take steps to ensure that others do not gain access to your password and account. You are also responsible for all activities that occur in connection with your account. If you suspect that any unauthorized party is using your account, you agree to notify us immediately. Also, you may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account if you do transfer or share your account. If you have sales representatives, employees, or other agents who will access the Services through your account, you are responsible to ensure that such individuals abide by these Terms of Service, and you agree to notify us immediately of any breach of these Terms of Service by any such individual.

6. **TERM AND TERMINATION.**

a. **Term.** By signing up for any of the plans (the "Plans") set forth on <https://www.SalesRabbit.com/pricing/> (the "Price and Plan Page"), you agree to pay us the applicable fees, as set forth in Section 7, for an initial term of one year (the "Initial Term"), unless we agree otherwise in an Order Form. Notwithstanding the foregoing, these Terms of Service will remain in full force and effect anytime you use the Site, the Applications, the Web App, and/or any other of our Services.

b. **Automatic Renewal.** Unless you provide us email notice to billing@salesrabbit.com at least thirty days before the end of the then-current term that you wish to cancel your Plan or access to the Services, your Plan subscription will automatically renew for another one year term (the "Additional Term(s)") upon the expiration date of each annual term.

c. Adding Users. During the Initial Term or any Additional Term(s), you may add users for the additional charges listed on the Site. Charges for additional users will accrue on the initial monthly anniversary that first precedes the date on which the additional user was added, so that all users on your account will renew and be charged simultaneously. The users will be prorated based on the date added, and the remainder of the month or annual agreement in which the user(s) were added.

d. Company Termination. You agree that we may, in our sole discretion, terminate or suspend your access to all or part(s) of the Services with notice and for any reason that we believe in good faith to be a breach of these Terms of Service. If SalesRabbit terminates or suspends your right to use the Services for any of these reasons, you will not be entitled to any refund of unused balance in your account. In addition to terminating or suspending your account, SalesRabbit reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress. Furthermore, any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

e. Effect of Termination. Upon termination or suspension, regardless of the reasons therefore, your right to use the Services available on the Site, the Applications, and/or the Web App immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files on the Site, the Applications, and/or the Web App. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension. All provisions of this Agreement which by their nature would reasonably be anticipated to survive the expiration or termination of these Terms of Service shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of these Terms of Service.

7. **PAYMENT FOR SERVICES.**

a. Fees. By signing up for the Services, you agree to pay the fees disclosed on the Site (the "Fees"). All fees are listed in U.S. Dollars.

b. General Payment Terms. Payments for the Fees are on a pre-pay basis and are due immediately on the day you initially sign up for such Services, regardless of whether it is an initial sign-up or the addition of a new user (collectively, the "Sign-Up Date"). The Fees reoccur monthly or annually and shall be charged monthly or annually on the Monthly or Annual Renewal Date for the Term. After signing up, SalesRabbit will charge your credit card or initiate an ACH debit from your designated account to pay for the Fees. You hereby authorize us to charge your credit card or initiate an ACH debit from your designated account for such amounts. A valid credit card, debit card, or designated account must remain on file for the recurring Fees. SalesRabbit retains the right, in its sole discretion, to place a hold on any payment for a completed Service. SalesRabbit reserves the right to increase its Fees or institute new charges upon thirty (30) days' notice to you.

c. Refunds. All fees connected with our Services are non-refundable.

8. **DISRUPTION OF SERVICES AND SERVICE LEVEL AGREEMENT.** You acknowledge and agree that from time to time Services may be inaccessible or inoperable due to equipment malfunctions, periodic maintenance procedures, repairs or upgrades which SalesRabbit may undertake

from time to time, service malfunctions and causes beyond the reasonable control of SalesRabbit or which are not reasonably foreseeable by SalesRabbit, including, without limitation, interruption or failure of telecommunication or digital transmission links, including delays or failures due to your hardware, Internet service provider, hostile network attacks, network congestion or other failures. Notwithstanding the foregoing, if access to the Services falls below 98% of the total minutes in an applicable calendar month, due to a reason within our control (other than scheduled and pre-noticed outages), you will be entitled to a 50% refund for the applicable month, upon request. If such access falls below 94%, you will be entitled to a 100% refund for the applicable month, upon request.

9. **THIRD PARTY INFORMATION OR CONTENT.** Certain components or features of the Services may include materials from third parties and/or hyperlinks to other resources, websites, or content that is operated by companies that are not affiliated with SalesRabbit. You acknowledge and agree that SalesRabbit does not endorse or warrant the accuracy of any such sites or resources. You further acknowledge and agree that SalesRabbit (i) is not responsible for the availability of such sites or resources; (ii) shall in no way be liable or responsible for any content, advertising, products or materials on or available from such sites or resources; and (iii) shall not be responsible or liable in any way for any damages you incur or allege to have incurred, either directly or indirectly, as a result of your use and/or reliance upon any such content, advertising, products or materials on or available from such sites or resources.

10. **PRIVACY POLICY.** Use of the Services allows us to gather certain information from and about you. Our Privacy Policy <https://www.salesrabbit.com/privacy-policy> describes what information we gather, how we gather it, and how we use it. These Terms of Service incorporate the provisions of the Privacy Policy, and you agree to them as if they were set forth in full herein.

11. **INTELLECTUAL PROPERTY.** SalesRabbit owns and retains all intellectual property, trade secret, trademark, and other proprietary rights in the Site, the Applications, and/or the Web App (the “Intellectual Property Rights”). The look and feel of the Services is copyrighted by SalesRabbit, Inc. All rights reserved. Other than as expressly provided herein, SalesRabbit makes no sale, transfer, or other conveyance of any of the Intellectual Property Rights. All goodwill that results from the use of the Services shall accrue solely to SalesRabbit. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from SalesRabbit. Users are prohibited from copying, downloading, using, redesigning, reconfiguring, or retransmitting anything from the Site, the Applications, and/ or the Web App without our express prior written consent. While you retain all rights to your content that you upload, you grant us and our agents and affiliates a nonexclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such materials for any purpose regardless of the form or medium (now known or not currently known) in which it is used, including but not limited to display on the Site for the purpose of demonstrating how our Services can be used, enjoyed, or consumed.

12. **LICENSE AND SITE USE.** SalesRabbit grants you, subject to these Terms of Service, a limited, non-exclusive, non-sublicensable, non-transferable, worldwide license to access the Services for the purposes referenced on the Site. Your use of the Site and Services is subject to all applicable laws and regulations, and you are solely responsible to assure that your use of the Site and Services is in compliance therewith. You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Site, use of the Services, or access to the Services without the express written permission of SalesRabbit. The Site and Services may not be used in connection with promoting anything, which in our sole discretion is harmful, hateful, obscene, or unlawful. You must not use the Site or Services to transmit any worms, viruses, or any code of a destructive nature. You may access and use the Services for your direct business purposes only. The Services may not be used to provide consulting services to third parties, whether or not such parties are competitors to SalesRabbit. You shall not modify, translate, disassemble, create derivative works based on, reverse assemble, reverse-compile, or otherwise reverse-engineer the software or any Services in whole or in part, or otherwise use, copy, reproduce, or distribute any materials obtained through the use of the Services.

From time to time, we or others on our behalf may offer access to beta versions of the Site and Services or Pilots of paid subscriptions for a specified period without payment or at a reduced rate (each, a “Pilot”). We reserve the right, in our absolute discretion, to determine your eligibility for a Pilot, and, subject to applicable laws, to withdraw or to modify a Pilot at any time without prior notice and with no liability. Any Pilot version of any software or service is provided without any warranty whatsoever. If the Pilot documentation indicates that the Pilot will automatically convert to a paid version, you agree to such conversion and to pay the fees disclosed for such paid version. The terms governing any Pilot will be as set forth in any applicable Order Form and in these Terms of Service (collectively, the “Pilot Terms”). The Pilot Terms may include provisions regarding the following (among others): (a) the duration of the pilot period, including start date, end date, and total days; (b) the conditions under which you may cancel the Pilot during the Pilot’s term; (c) the number of licenses and timing of payment, including up-front payment; (d) the criteria under which the parties’ alignment will be considered to have been successful; and (e) an obligation for both parties to make themselves reasonably available for communication and to prove out systems.

You may not access, view, or use the Services or any portion thereof for purposes of patent prosecution, including without limitation for purposes of amending any claims or in connection with pending or future patent re-issuances. In addition, you may not use the Services in any manner in connection with any patent infringement claim against us.

13. **CONFIDENTIALITY AND RETURN OF DATA.**

a. SalesRabbit acknowledges its responsibility to hold in confidence all of your Confidential Information. SalesRabbit shall not, without your express prior written consent, reveal or otherwise make available to any person or entity any of your Confidential Information. For purposes of this Agreement, “*Confidential Information*” means all information that is disclosed by you to SalesRabbit in connection with these Terms of Service, including data, tools or methodologies, business information, trade secrets, or any other information designated by you as confidential, excluding information that: (i) is or becomes publicly known, through no fault of the receiving party; (ii) was known by the receiving party prior to

disclosure hereunder; (iii) is disclosed to the receiving party by a third party with no violation of confidentiality to the disclosing party; or (iv) is developed by the receiving party independent of any use of information disclosed by the disclosing party.

b. The parties understand that you will input data into the Services (“*Your Data*”). Your Data belongs to you and nothing in any agreement between us provides us any right to the data, except as expressly provided herein. Upon termination of this Agreement for any reason, upon request, we will transmit Your Data to you in a format standard to the industry, provided that your request occurs within the thirty (30) days after termination. Thereafter, we may provide additional assistance to you at our then-current rates, but we shall have no obligation to do so.

14. **DISCLAIMERS.** THE SERVICES ARE PROVIDED ‘AS IS’ WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TIMELINESS OF DATA TRANSMISSION, ACCURACY OF DATA OR DATA SETS, OR UPTIME AVAILABILITY. SALESRABBIT DOES NOT WARRANT THAT THE SERVICES WILL BE FREE FROM ALL BUGS, ERRORS, OR OMISSIONS. SALESRABBIT SPECIFICALLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY OF ANY THIRD-PARTY DATA, AND YOU ACKNOWLEDGE THAT SUCH THIRD-PARTY DATA IS OUTSIDE OF SALESRABBIT’S CONTROL. SALESRABBIT DOES NOT WARRANT THAT THE SERVICES WILL ACCOMPLISH ANY OF YOUR SPECIFIC OBJECTIVES OR WILL OPERATE ERROR FREE. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES OF THIS AGREEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL THEIR ESSENTIAL PURPOSE. YOU FURTHER AGREE THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR OTHERWISE, YOU WILL NOT HOLD SALESRABBIT LIABLE FOR ANY FAILURE OF THE SERVICES. YOU AGREE THAT YOU WILL NOT HOLD SALESRABBIT LIABLE FOR ANY THIRD-PARTY INFORMATION EVEN IF SUCH INFORMATION IS DISPLAYED ON, THROUGH, OR IN CONNECTION WITH THE SERVICES. YOU AGREE THAT SalesRabbit SHALL NOT BE RESPONSIBLE TO YOU FOR ANY DAMAGES CAUSED BY DATA PROVIDED BY THIRD PARTIES, DELAYS RESULTING FROM HARDWARE AND SYSTEMS OWNED AND CONTROLLED BY THIRD PARTIES (INCLUDING WITHOUT LIMITATION YOUR OWN DATA TRANSMISSION SPEEDS), DATA ENTRY ERRORS, USER ERRORS, OR ANY OTHER LIMITATIONS, ERRORS, OR DELAYS THAT ARISE DURING THE TERM OF THIS AGREEMENT THAT CANNOT BE PREVENTED OR MITIGATED BY SALESRABBIT.

15. **LIMITATION OF LIABILITY.** You acknowledge and agree that in no event shall SalesRabbit be liable for any indirect, special, incidental, consequential (including, without limitation, lost profits, business interruption, or lost information), or other damages based in contract, tort or otherwise, arising out of your use of or inability to use the Applications, Web App, or Site, even if SalesRabbit has been advised of the possibility of such damages. You further acknowledge and agree that SalesRabbit is not liable to you for any damage or alteration to your equipment including, but not limited to, computer equipment, handheld device, or mobile telephones as a result of the installation or use of the Services.

16. **INDEMNITY.** You agree to defend, indemnify, and hold harmless SalesRabbit, its affiliates, employees, officers, agents, managers, members and successors, and assigns from all damages and liability such persons may incur including, without limitation, reasonable attorneys' fees, arising from or as a result of (i) you, or your sales representative's, employee's, agent's, or a third party's use of the Services under these Terms and Services, or any violation of Applicable Law, including without limitation the provisions of the General Data Protection Regulation adopted by Europe and made effective May 25, 2018, as well as the California Consumer Privacy Act, by you, your employees, or agents. This obligation shall survive the termination or expiration of these Terms of Service and/or your use of the Services. SalesRabbit agrees to defend, indemnify, and hold you harmless from all damages and liability you may incur, including, without limitation, reasonable attorneys' fees, arising directly from or directly as a result of our (a) gross negligence, (b) intentional misconduct, or (c) violation of applicable law. In the event of any claim concerning the intellectual property rights of a third party that would prevent or limit the Company's use of the Services, Contractor will, at its sole option, take one of the following actions at its sole expense:

- (i) procure for you the right to continue use of the Services or infringing part thereof;
- (ii) modify or amend the Services or infringing part thereof, or replace the Services or infringing part thereof with a product having substantially the same or better capabilities; or
- (iii) Terminate the Agreement and the Services and refund any Fees paid by you for Services that you will be unable to use because of the infringement.

Notwithstanding the foregoing, our obligations pursuant to this Section shall not apply to any claims of infringement that arise, in whole or in part, because of changes made to the Services by you or any use of the Services not permitted by this Agreement. Our obligations pursuant to this Section are contingent upon you providing prompt notice (in no case more than ten days after receipt of a claim) to us of a claim under this provision. You agree that you will not make any admissions or settle any claim under this Section without our prior written consent.

17. **SERVICE PROVIDER.** You acknowledge that the terms of any agreement with your respective mobile network provider ("**Mobile Provider**") will continue to apply when using the Applications. Consequently, you may be charged by your Mobile Provider, or any applicable third parties, for access to its/their network connection services while you are accessing the Applications. You accept responsibility for any such charges that arise.

18. **GENERAL PROVISIONS.**

- a. Entire Agreement; Amendment. These Terms of Service constitute the entire agreement between you and SalesRabbit with respect to the subject matter hereof, and replaces, amends, and supersedes any prior agreements between you and SalesRabbit pertaining to the subject matter hereof. It may only be amended as provided above in this Agreement or by written agreement signed by both parties hereto.
- b. Governing Law. These Terms of Service will be governed and construed under the laws of the State of Utah without regard to conflict of laws. You agree to submit to the exclusive personal jurisdiction of the state and federal courts located within the State of Utah.

c. Waiver/Severability. The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder. If any provision of these Terms of Service is determined to be invalid or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of these Terms of Service shall remain enforceable.

d. Force Majeure. Other than for the payment of Fees, if the performance of any part of these Terms of Service is prevented, hindered, delayed, or otherwise made impracticable by reason of any cause or event not within the reasonable control of such party and without its fault or negligence, that party shall be excused from such to the extent that it is prevented, hindered, or delayed by such causes.

e. Headings. The headings contained in these Terms of Service are for reference purposes only and do not affect in any way the meaning or interpretation of these Terms of Service.

f. Attorneys' fees. If any dispute arises under this Agreement, the prevailing party in any litigation will be entitled to recover its reasonable attorneys' fees and court costs from the other party.

19. **GDPR OBLIGATIONS.**

[The following section relates only to users in the European Economic Area.]

SalesRabbit complies with the provisions of the General Data Protection Regulation ("GDPR") made effective in the EU on May 25, 2018. We are committed to protecting the security of your personal information, and we take commercially reasonable technical and organizational measures that are designed to that end.

If you wish to opt out of any disclosures of your information to third parties or to make corrections or modifications to your personal information, you may log into your account and make the changes necessary. The use of your information can be limited, or the information can be corrected, deleted, or exported to you or a third-party of your choice, except as required by law as indicated above.

The GDPR requires that we have a lawful basis for our processing of information about you. For our users, this lawful basis is these Terms under which we provide you the Services. We only process your Information in connection with our contractual relationship with you and only in a manner that furthers the purposes of that contractual relationship. Our Privacy Policy outlines those purposes. If we wish to use your Information in a manner not disclosed by this Privacy Policy, we will contact you and obtain your consent before doing so.

For employees and other authorized users operating in their role as administrators or users of our Services, our lawful basis is the legitimate interest we have in providing the Services to you.

In turn, you, your employees, and your other authorized users (if any) agree to be bound by the provisions of the GDPR with respect to any personal data ("Data") with which you come in contact using the Services, including without limitation the personal data belonging to individuals with whom you communicate or whose personal data you access using the Services.

Specifically, you agree that you, your employees, or other authorized users will:

- A. Never access, process, transfer, view, use, or store any Data of any third party without express authorization, and then only for purposes directly related to fulfilling your contractual obligations under your agreement with any third party (“Data Secrecy”);
- B. Keep all Data strictly confidential and disclose Data only on a strict need-to-know basis to other employees or authorized users only as required for fulfilling an individual’s contractual obligations (“**Confidentiality**”); however, you agree that you shall not disclose or otherwise make accessible Data under any circumstances to anyone who has not been obliged to Data Secrecy and Confidentiality.
- C. Ensure that your obligations of Data Secrecy and Confidentiality are observed forever, both during and after the expiration and/or termination of any agreement with us or any contractual relationship you may have with an employer or other party.
- D. Upon our request to provide Company with satisfactory evidence that you have complied with your obligations of Data Secrecy and Confidentiality as set forth in this agreement.

The GDPR also requires us to take appropriate technical and organizational measures to protect the security of Data belonging to residents of Europe. We make commercially reasonable efforts to ensure the privacy and security of the Data of our European visitors and customers, and we are happy to give you a complete description of our most current efforts, if you will write us at 2000 Ashton Blvd, STE 450 Lehi, UT 84043.

20. **PROVISIONS RELATED TO DataGrid AI USERS.**

If you participate in our DataGrid AI, the following provisions relate to you:

- a. Your Customers’ Data. Participation in our DataGrid AI product requires that you submit to us certain information about your customers (“**Customer Information**”), which we will combine with data we have received from other sources (“**Third Party Data**”) to create different types of scores indicating how likely a certain household would be to purchase a particular product or service. (“**Scoring Data**”). The Scoring Data will be based on Customer Information and Third Party Data, but it will not contain any Customer Information or Third Party Data that is identifiable to any particular household or individual, and we may use the Scoring Data for our commercial purposes.
- b. License SalesRabbit of Customer Information. By participating in the DataGrid AI program, you grant us a non-exclusive, worldwide, royalty-free, fully assignable, sublicensable, perpetual license to use the Customer Information to create Scoring Data, and you acknowledge that the Scoring Data shall belong exclusively to SalesRabbit. The Scoring Data may be licensed, sold, or otherwise transferred to any third party in SalesRabbit’s sole and absolute discretion, without any compensation to you or any third party.
- c. Applicable Law and Required Consents. You warrant and represent that you have obtained the consent of your customers to use and transfer the Customer Information in the manner described in this Section to the extent such consent is required under any law, rule, regulation, or governmental order applicable to such customer (“**Applicable Law**”), including without limitation the California Consumer Privacy Act, General Data Protection Regulation (Europe). You agree to provide evidence of your compliance with Applicable Law upon request.

21. PROVISIONS RELATED TO SALESRABBIT WEATHER SERVICES PROVIDED BY XACTWARE

If you participate in receiving the Product(s) (as defined below) from Xactware the following provisions relate to you:

1. License. Contingent upon payment of the applicable license fees, you (the “End User”) may be given a non-exclusive, non-transferrable, non-assignable license to use the Product(s) provided by us, an authorized licensee, through Xactware Solutions, Inc. (“Xactware”), which may include Hail History, and Wind History (collectively the “Benchmark” or “Reports”) and Respond Hail and Wind shapefiles (“Respond”) (the Reports and Respond shall be collectively referred to as “the “Product(s)). During the term, you shall use the Products solely to determine locations (geographic regions, or individual addresses) impacted by hail or wind (the “Purpose”).

1.1. Respond Descriptions

1.1.1. Hail. The data shall include the following hail variables, in shapefile format:

1. 1. Maximum hail size
2. 2. Probability of severe hail

1.1.2. Wind. The data shall include the following wind variables, in shapefile format:

1. 1. Maximum Wind Gust
2. Wind Duration
2. Benchmark Descriptions

1. Hail History Report – Provides hail size and hail probability information for the property location. Dates include a period of up to 2 years prior to the date the hail data was requested.

2. Wind History Reports – Provides wind gust and wind duration for the property location. Dates include a period of up to 2 years prior to the date the wind data was requested.

2. Limited Use.

2.1. End User agrees that Product(s) will be used solely and exclusively by End User for the purposes of projecting the storm impact and determining locations impacted from storm events (the “Purpose”). The Product(s) are for those purposes only and should not be used in lieu of or as a substitute for Customer’s own due diligence and procedures and should not be used as the sole factor in determining the outcome of insurance claims processing and investigation and fraud detection, prevention and investigation. End User will not share, display, or show any part of the Product(s) or data derived therefrom to anyone else, even if they are part of the same company. A breach of this Section shall be considered a material breach and we can terminate the license to End User without notice.

2.2. End User shall use the Product(s) solely for the Purpose. End User shall not use the Product(s) or data derived therefrom for the purpose of insurance underwriting, policy cancellation or renewal, establishing or stabilizing claims payment levels, granting of credit, or any other purpose. Except as otherwise set forth herein, End User shall not use the Product(s) for the benefit of any third party nor make the Product(s) available to any third party through any resale, sublicense, or re-marketing or re-packaging.

3. Ownership. The Product(s) and materials and any other data generated by using the Product(s) or provided in connection therewith are the property of Xactware. End User acknowledges that the Product(s) shall at all times remain the proprietary and/or copyrighted property of Xactware, and that End User has no proprietary rights in the Product(s) or any of the information or data contained therein.

4. Data Use. Customer hereby consents and authorizes Xactware to the use of and sharing of Customer Information (“Customer Information” shall mean all information Xactware deems necessary and/or useful to fulfill its obligations under this Agreement) with Xactware and its parent, subsidiaries and affiliates, and its authorized third parties to fulfill its obligations under this Agreement.

5. Disclaimer of Warranties. THE PRODUCT(S) AND THE INFORMATION AND DATA CONTAINED THEREIN ARE WHOLLY ADVISORY IN NATURE AND ARE PROVIDED ON AN “AS IS” BASIS ONLY. ISO AND XACTWARE SHALL HAVE NO LIABILITY AND SHALL NOT BE RESPONSIBLE FOR BUSINESS AND LEGAL CONCLUSIONS, JUDGMENTS AND DECISIONS MADE WITH RESPECT TO THE PRODUCT(S). XACTWARE DOES NOT WARRANT AND MAKE NO REPRESENTATIONS REGARDING THE COMPLETENESS, CURRENCY, ACCURACY OR PREDICTIVE VALUE OF THE PRODUCT(S). XACTWARE ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE PRODUCT(S) AND IS NOT RESPONSIBLE FOR ERRORS RESULTING FROM OMITTED, MISSTATED OR ERRONEOUS INFORMATION OR ASSUMPTIONS. END USER WARRANTS TO XACTWARE THAT IT PROCEEDS AT ITS OWN RISK IN CHOOSING TO RELY IN WHOLE OR IN PART UPON THE INFORMATION OBTAINED FROM THE PRODUCT(S). OTHER THAN THOSE REPRESENTATIONS OR WARRANTIES SPECIFICALLY SET FORTH HEREIN, XACTWARE MAKES NO REPRESENTATIONS, COVENANTS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT(S), INCLUDING BUT NOT LIMITED TO WARRANTIES OF CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR IN RESPECT OF ANY WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. EXCEPT AS PROVIDED HEREIN, NEITHER XACTWARE, ITS PARENT, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR PARTICIPANTS SHALL BE LIABLE TO END USER, NOR TO ANYONE ELSE, FOR ANY LOSS OR DAMAGE OF ANY KIND AND HOWEVER CAUSED, OR WHETHER RESULTING FROM TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, INDEMNIFICATION OR OTHER FORM OF ACTION. IN NO EVENT SHALL ANY OF XACTWARE, ITS PARENT, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR PARTICIPANTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES, LOSSES OR EXPENSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND RESULTING FROM END USER’S USE OF THE PRODUCT(S) EVEN IF XACTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. XACTWARE’S LIABILITY UNDER, ARISING FROM, OR RELATED TO THIS AGREEMENT AND THE PRODUCT(S), INCLUDING BUT NOT LIMITED TO, IN THE EVENT THAT ANY OF THE LIMITATIONS ON THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE UNENFORCEABLE OR IN THE EVENT THAT A COURT OF COMPETENT JURISDICTION DETERMINES THAT XACTWARE IS LIABLE TO THE END USER UNDER THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF (I) \$100.00 OR (II) THE AMOUNT END USER PAID TO US PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTH PERIOD PRECEDING THE RESPECTIVE EVENT(S) GIVING RISE TO SUCH LIABILITY OR OBLIGATION. IN THE EVENT APPLICABLE LAW REQUIRES LIABILITY RIGHTS DIFFERENT FROM THOSE STATED ABOVE, THE MINIMUM REQUIRED LIABILITY TERMS OF SUCH LAWS SHALL APPLY.

6. No Relationship with Xactware. End User Acknowledges and agrees that this Agreement is concluded between us and End User only, and not with Xactware and that (i) End User has no contractual relationship

whatsoever with Xactware with respect to the Product(s), (ii) End User is not a third party beneficiary of any agreement between us and Xactware, (iii) Xactware has no obligation to provide any direct support or services to End User with respect to the Product(s) and (iv) End User has no right to seek remedy or recourse against Xactware pertaining to the Product(s) or this Agreement.

7. Cloud Storage. End User agrees that Xactware may utilize a third party cloud service provider (“Cloud Services”) for the storage, access, transfer, and processing of Customer Information, for the databases and other purposes as indicated in this Agreement.

Last Revised: June 7, 2021

* Now includes provisions related to DataGrid AI users and provisions related to SalesRabbit Weather users.