

thatDot, Inc.

THATDOT MASTER SUBSCRIPTION AGREEMENT

Last Updated: September 28, 2020

This thatDot Master Subscription Agreement is made by and between Client and thatDot Inc. a Delaware corporation, doing business at 421 SW 6th Avenue, Suite 300, Portland, Oregon, 97204 USA (the “Agreement”). This Agreement governs the Client’s subscription to use the thatDot Services. Unless otherwise specified in an Order Form, any subscription purchases made by Client after the effective date of this agreement will be governed by the terms of this Agreement.

1. DEFINITIONS

1.1 “Affiliate” means an entity that currently controls is controlled by, or is under common control with Client, where “control” means ownership of fifty percent (50%) or more of the outstanding voting securities.

1.2 “Authorized User” means Client’s employees, representatives, consultants, contractors, Affiliates or agents who are authorized to access the Services to support Client’s business purposes and have been supplied user IDs and passwords. Client represents and warrants that each Authorized User is an authorized Client agent and will only use the Services for Client’s business purposes.

1.3 “Client Data” means data, information, documents, and other materials submitted by Client to or via the Services as well as any data, information, documents and other materials prepared by Client through use of the Services. For the avoidance of doubt, Client Data does not include Performance and Configuration Data.

1.4 “Documentation” means the instructions in the online help files that thatDot provides for use in connection with the Services.

1.5 “Intellectual Property Rights” means worldwide patents, copyrights, trademarks, service marks, trade names, domain name rights, trade secret rights, and all other intellectual property rights, derivatives thereof, and similar forms of protection.

1.6 “Services” means the services set forth in each Order Form.

1.7 “Subscription Term(s)” means the period(s) during which thatDot will provide the Services as specified when ordered.

1.8 “Performance and Configuration Data” means the data and information both produced and collected by thatDot regarding the operation, performance, or configuration of the Services, including without limitation that data and information produced and collected in conjunction with the delivery of the Services.

2. PROVISION OF SUBSCRIPTION.

2.1 Access Right. Services are purchased as a subscription. Subject to Client’s compliance with the terms and conditions of this Agreement, thatDot hereby grants Client a non-exclusive, non-sublicenseable, nontransferable right to access and use the Services during the Subscription Term, solely for Client’s internal business purposes. thatDot and its licensors reserve all rights to the Services not expressly granted in this Agreement.

2.2 Access Restrictions. Except as expressly permitted herein, Client will not (i) sublicense, sell, transfer, assign, distribute or otherwise commercially exploit the Services; (ii) modify or create derivative works based on the Services; (iii) create Internet “links” to the Services or “frame” or “mirror” any content provided in connection therewith; or (iv) access or use the Services to build a competing product or Services or to reverse engineer the Services for any purpose, (iii) copy any ideas, features, functions or graphics of the Services. Client will not use the Services to interfere with or disrupt the integrity or performance of the Services or the data contained therein; or (iv) use the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement. Client will not interfere with or attempt to gain unauthorized access to the Services or its related systems or networks. Client will not provide or disclose to, or permit use of the Services by, persons other than Authorized Users. thatDot reserves the right to suspend and/or terminate this Agreement and the applicable access rights in the event of any breach of this Section. Such suspension and/or termination will be without prejudice as to thatDot’s other rights and remedies.

2.3 Affiliates Use. Client may grant Affiliate(s) access to the Services, provided that any act or omission by an Affiliate in breach of this Agreement will be deemed a breach by Client.

3. USAGE LIMITS. Use of the Services is subject to usage limits, including, for example, the quantities of ingested events. If Client exceeds a contractual usage limit, Client agrees to pay for additional usage.

4. CLIENT RESPONSIBILITIES. Client will be responsible and liable for any and all access to and use of the Services by any Authorized User or any other person logging in under an Authorized User ID registered under Client's account or providing and/or receiving Client Data or other information through the Services. Client will ensure that its Authorized Users, employees, agents, and representatives comply with all of Client's obligations under this Agreement. Client will be responsible for maintaining the confidentiality of Authorized User access information. Client will: (i) notify thatDot immediately of any breach or suspected breach of the immediately preceding sentence; (ii) notify thatDot immediately of any unauthorized use of any password or account or any other known or suspected breach of security with the potential to affect the Services.

5. OWNERSHIP

5.1 By Client. As between thatDot, and Client, Client owns all right, title and interest, including all related Intellectual Property Rights, in and to its pre-existing intellectual property, including the Client Data (collectively, the "Client IP"). Client agrees not to share with thatDot any Client IP relating to the Services without promptly providing written notice to thatDot identifying it as Client IP. For the sake of clarity, except as expressly stated on the Order Form or to the extent it constitutes Client Data, nothing created or developed pursuant to this Agreement is Client IP.

5.2 By thatDot. As between thatDot and Client, thatDot owns all right, title and interest, including all related Intellectual Property Rights, in and to its pre-existing intellectual property, the Services and all Performance and Configuration Data (collectively, "thatDot IP"). thatDot and thatDot's licensors exclusively own the Services and all enhancements, improvements or derivative works of the Services, including any ideas,

concepts, know-how, process, techniques and methodologies developed by thatDot from performing the Services, and all copyrights, patents, trademarks, and other intellectual property rights therein. Client may not remove, alter, or obscure any copyright, trademark, or other proprietary rights notices appearing on the Services.

5.3 Modifications to the Services. Because the Services is evolving over time, thatDot may change the features within the Services and/or update the Services from time to time, without prior notice to Client. Modifications to the Services will not materially decrease the functionality of the Services. If any such changes or updates materially affect Client's use of the Services, Client may terminate this Agreement upon 30 days' written notice to thatDot and receive a pro-rata refund on any unused, prepaid fees associated with the Services.

5.4 Feedback. Any and all suggestions, ideas, enhancement requests, and feedback relating to thatDot IP made by Client will be owned by thatDot. Client hereby assigns to thatDot all right, title and interest to all such other intellectual property, including all related Intellectual Property Rights, and to the extent not assignable, Client hereby grants thatDot a non-exclusive, irrevocable, transferable, royalty-free, fully paid-up right and license, with the right to sublicense through multiple tiers, to reproduce, copy, modify, distribute, perform, display, make, have made, import, use, have used, offer for sale, sell, have sold, make derivative works of, and fully exploit in any way and for any purpose, all such Ideas, in whole and in part, without any limitation of time, field, or technology, known or unknown.

6. SECURITY/DATA INTEGRITY. thatDot will maintain reasonable administrative, physical, and technical safeguards designed to protect Client Data (at least as rigorous as the safeguards thatDot uses to protect its own data). In addition, thatDot will not: (a) modify or disclose Client Data except as compelled by law or as Client expressly permits in writing, or (b) access Client Data except to provide the Services or prevent or address service or technical problems, or at Client's request in connection with Client support matters. Upon request, thatDot will provide additional information regarding thatDot's data security policies and procedures. In addition, thatDot will establish and maintain a comprehensive business continuity plan that covers the restoration of both technology and business operations in the event of an unplanned event.

7. FEES AND PAYMENT TERMS. Unless otherwise provided, invoices will be issued upon commencement or renewal of the Subscription Term and additional periodic invoices may be issued for exceeding the usage limits. Amounts are due and payable in full, without setoff or deduction, within thirty (30) days following the invoice date and are payable in U.S. dollars unless otherwise agreed. If Client reasonably disputes any invoiced amount, Client will notify thatDot of such dispute in writing. Client is responsible for providing complete and accurate billing and contact information to thatDot and notifying thatDot of any changes to such information.

7.1 Except as otherwise specified in this Agreement, payment obligations are non-cancelable and fees paid are non-refundable. Fees outlined in an Order Form may not be modified during the initial term. thatDot reserves the right to modify its fees and charges for any subsequent renewal Subscription Term upon at least thirty (30) days' notice and any such fee adjustments will take effect upon the commencement of the subsequent Subscription Term.

7.2 If the Services are offered with a free trial or evaluation, Client will only be able to continue using the Services after the expiration of the free trial or evaluation period by paying in advance for additional usage. If you fail to pay for additional usage Client account will be frozen and inaccessible until payment is made.

7.3 thatDot's fees are exclusive of all taxes, levies, or duties, and Client will be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on thatDot's income. Client will make all payments of fees to thatDot free and clear of, and without reduction for, any VAT, withholding, or similar taxes; any such taxes imposed on payments of fees to thatDot will be Client's sole responsibility, and Client will provide thatDot with official receipts issued by the appropriate taxing authority, or such other evidence as thatDot may reasonably request, to establish that such taxes have been paid. Client agrees to indemnify, defend, and hold thatDot, its officers, directors, consultants, employees, successors and assigns harmless from all claims and liability arising from Client's failure to report or pay any such taxes, duties or assessments.

7.4 thatDot may suspend or terminate this Agreement and Client's access to the Services if Client is more than 60 days past due on any invoice. Unpaid amounts are subject to interest at the lesser of one and one-half percent (1.5%) per month or the maximum permitted by law plus all expenses of collection. Client will continue to be charged for Services during any period of suspension.

8. USE OF PERFORMANCE AND CONFIGURATION DATA Client acknowledges and agrees that Performance and Configuration Data will be collected by thatDot through the Services. thatDot may use this data for various purposes, including without limitation to administer and provide the Services, to benchmark the Services, and to develop and improve the Services and thatDot's other products and services. The Performance and Configuration Data will not contain any Client's confidential information. Client's identity will not be associated with any Performance and Configuration Data made available to third parties. thatDot's collection, use, and disclosure of Performance and Configuration Data is not subject to any of the restrictions in thatDot's privacy policy.

9. REPRESENTATIONS AND WARRANTIES.

9.1 thatDot Representations and Warranties.

a) thatDot represents and warrants that it has the full corporate power and authority to enter into this Agreement.

b) thatDot warrants that the applicable Services, when used as authorized and in accordance with the Documentation, will conform to the Documentation in all material respects during the Subscription Term.

c) thatDot represents that it has obtained and during the Term will maintain all rights, approvals, and consents from third parties necessary to perform its obligations and grant all rights and licenses granted to Client herein. thatDot's entire liability and Client's sole and exclusive remedy will be indemnification against third-party claims as provided in Section 10 (Indemnification). For the avoidance of doubt, this paragraph shall provide Client with no right of action against thatDot, and Client hereby waives all such rights and agrees not to seek to enforce, through judicial action or otherwise, any right that cannot be waived.

d) thatDot represents that it shall use reasonable technical means to detect computer viruses, worms, time bombs, Trojan horses, or other known harmful, malicious or destructive code (collectively, "Harmful Code") within the Services. Client acknowledges that current technology used to detect Harmful Code may not protect against all Harmful Code and as such, thatDot does not warrant that the Services or underlying Software are free from all Harmful Code.

e) thatDot's entire liability and Client's sole and exclusive remedy for breach of the foregoing warranties will be, at thatDot's discretion, to either: (i) reperform, modify, or replace the Services so that it so conforms to this warranty; or (ii) refund the fees paid for the affected Services, in which event this Agreement, and Client's right to access the refunded Services will immediately terminate. Any remedy provided by thatDot will not extend the original warranty period. thatDot will have no obligation hereunder, and thatDot makes no warranty with respect to, errors caused by or relating to use of the Services in a manner inconsistent with the Documentation or this Agreement

f) EXCEPT FOR THOSE EXPRESS REPRESENTATIONS AND WARRANTIES HEREIN, THATDOT AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) ERRORS OR DEFECTS WILL BE CORRECTED, OR (C) THE SERVICES IS FREE OF HARMFUL CODE. EXCEPT AS EXPRESSLY WARRANTED IN SECTION 10.1 (REPRESENTATIONS AND WARRANTIES), THATDOT DISCLAIMS ALL LIABILITY FOR ANY SERVICES ERRORS OR ACCESS ISSUES. ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM LEGALLY PERMISSIBLE EXTENT. THATDOT'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THATDOT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

9.2 Client Representations and Warranties.

Client represents and warrants that it:

- a)** has the full corporate power and authority to enter into this Agreement.
- b)** shall use reasonable technical means to detect Harmful Code, and in accordance therewith, to the best of Client's knowledge, Client's use or access of the Services will not cause any such Harmful Code to be installed or introduced on thatDot's computer, telecommunications or other information systems.
- c)** that all data and information, including Personal Data has been obtained, processed, stored, and provided consistent with all applicable privacy policies, necessary consents, and applicable laws and regulations.
- d)** will abide by all applicable laws and regulations in connection with use of the Services.

10. INDEMNIFICATION

10.1 By thatDot. thatDot will indemnify and defend Client from and against any and all third party claims, costs, damages, losses, liabilities and expenses, including reasonable attorneys' fees and costs by paying any amounts which are finally awarded by a court of competent jurisdiction or as agreed to in a monetary settlement of the claim, to the extent arising out of or in connection with a third party claim alleging that the Services infringes or misappropriates an Intellectual Property Right of a third party. thatDot will have no indemnification obligation, and Client will indemnify thatDot pursuant to this Agreement, for claims arising from any infringement or misappropriation to the extent arising from (i) Client's use of the Services other than as permitted under this Agreement; (ii) the combination of the Services with any Client or third party products, services, hardware, data, content, or business process(s); or (iii) from the modification of the Services by any party other than thatDot or thatDot's agents. THE FOREGOING IS THATDOT'S SOLE AND EXCLUSIVE LIABILITY FOR CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT.

10.2 By Client. will indemnify and hold thatDot harmless from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) by paying any amounts which are finally awarded by a court of competent jurisdiction or as agreed to in a monetary settlement of the claim to the extent arising out of or in connection with a third party claim arising from (a) any use of the Services other than as permitted under this Agreement; or (b) an allegation that any Client IP or Client Data provided hereunder infringes or misappropriates an Intellectual Property Right of a third party.

10.3 Indemnity Process. Each party's indemnification obligations are subject to the indemnified party: (a) promptly notifying the indemnifying party in writing regarding the claim; (b) giving the indemnifying party sole control of the defense and settlement of the claim (however, the indemnifying party may not settle any claim without the indemnified party's written consent unless the settlement contains an unconditional release of the indemnified party regarding the claim); (c) providing to the indemnifying party all available information and assistance in connection with the claim, at the indemnifying party's request and expense; and (d) not compromising or settling such claim. The indemnified party may participate in the defense of the claim, however, such participation will be at the indemnified party's sole expense.

11. LIMITATION OF LIABILITY

11.1 Neither party's liability shall be limited or excluded in relation to: (a) death or personal injury caused by its negligence or intentional misconduct (or that of its employees or agents); (b) fraudulent misrepresentation; or (c) any other liability that cannot under applicable law be limited or excluded.

11.2 SUBJECT TO SECTION 11.1, NEITHER PARTY SHALL BE LIABLE FOR: (A) LOSS OF PROFITS; (B) LOSS OF DATA; (C) LOSS OF REVENUE; (D) LOSS OF USE; OR (E) PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3 SUBJECT TO SECTION 11.1, A PARTY'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED IN AGGREGATE, AN AMOUNT EQUAL TO THE AMOUNT PAID OR PAYABLE BY CLIENT OF THATDOT IN THE 12 MONTHS PRIOR TO THE CLAIM FOR THE SERVICES GIVING RISE TO THE CLAIM. IN THE CASE WHERE NO AMOUNT WAS PAID, SUCH DAMAGES SHALL BE CAPPED AT USD \$1,000.

12. CONFIDENTIALITY. “**Confidential Information**” means the terms and conditions of this Agreement, thatDot pricing information, and any other information disclosed by one party to the other in connection with this Agreement which is either (a) clearly marked or identified as confidential or proprietary at the time of disclosure; or (b) information which a reasonable person would consider confidential given the nature of the information and circumstances of disclosure. Each party agrees that it will use the other party's Confidential Information solely to perform its obligations under this Agreement. Neither party will directly or indirectly disclose the other party's Confidential Information, to any third party without the other party's prior written consent. However, either party may disclose such information to its employees, officers, directors and or subcontractors who have a need to know and who are bound in writing to keep such information confidential. Each party agrees to exercise due care in protecting the other party's Confidential Information from unauthorized use and disclosure, and in any case will not use less than the degree of care a reasonable person would use. The foregoing will not apply to any information that the receiving party can document: (i) is in the public domain through no fault of its own; (ii) was known to it, without restriction, prior to disclosure by the disclosing party; (iii) was disclosed to it, without restriction, by another person with the legal authority to do so; (iv) is independently developed by the receiving party without use the disclosing party's Confidential Information (v) is expressly permitted to be disclosed pursuant to the terms of this Agreement. A receiving party may disclose Confidential Information if required pursuant to a judicial order; provided that, to the extent permitted by law and reasonably feasible under the circumstances, the receiving party provides to the disclosing party prior notice of the disclosure and an opportunity to respond to the disclosure.

13. PERSONAL DATA. Client represents and warrants that: (i) it has obtained all consents to transfer the Personal Data to thatDot, (ii) any transfer to thatDot. does not violate applicable law or Client's privacy policy, (iii) instructions given by Client to

thatDot for processing Personal Data comply with applicable law and Client's privacy policy. "Personal Data" means any information or data that relates to an identifiable person.

14. TERM; TERMINATION.

14.1 Term; Termination. Unless terminated earlier, this Agreement will commence on the Effective Date and will continue for the Subscription Term. This Agreement will automatically renew for additional successive renewal terms of the same length as the initial Subscription Term, unless either party provides at least thirty (30) days' written notice of nonrenewal prior to the end of any applicable Subscription Term; provided, however, that the terms of this Agreement will continue to apply to any orders that are still in effect. Either party may terminate this Agreement upon the other party's material breach that remains uncured for thirty (30) days following notice of such breach.

14.2 Suspension. thatDot may immediately suspend or terminate this Agreement upon notice to Client that in thatDot's reasonable determination: (A) Client is in material breach of this Agreement, including, without limitation, breach of Sections 2.2, 2.3, or 9, (B) Client's use of the Services is interfering with, or could reasonably be expected to interfere with, thatDot's operation or provision of, or any third party's use of, the Services or any other business of thatDot; (C) the Client's use of the Services is harming, or could reasonably be expected to harm, thatDot's reputation; or (D) any other exigent circumstance or threat to the safety or security of thatDot or its clients or customers or the public.

14.3 Effect of Termination; Survival. Upon the expiration or early termination of this Agreement, amounts (including expenses) owed to thatDot for completed Services, as well as fees applicable to the duration of the terminated subscription, will be immediately due and payable, and all subscriptions granted hereunder and thatDot's obligation to provide the Services, and Client's right to access the foregoing, will terminate. Upon Client's request, thatDot will provide to Client a file of the Client Data; otherwise, such information will be deleted following such termination. The following Sections will survive any termination or expiration of this Agreement: Section 1 (Definitions) and all other defined terms included in any surviving section; Section 5

(Ownership), Section 6 (Security/Data Integrity); Section 7 (Fees and Payment Terms); Section 8 (Use of Aggregate Information); Section 9 (Representations and Warranties), Section 10 (Indemnification), Section 11 (Limitation of Liability), Section 12 (Confidentiality), Section 14.2 (Effect of Termination/Survival), and Section 16 (General).

15. PUBLICITY.

15.1 Client consents to allow thatDot to post Client's current logo on the thatDot website and marketing materials. Neither party will otherwise use the other party's name, logo, or trademarks, or issue any press release or public announcement regarding this agreement, without the other party's written consent, unless specifically permitted under this agreement or required by applicable law.

15.2 The parties will cooperate to draft all appropriate press releases and other public announcements relating to the subject matter of this agreement and the relationship between the parties. The parties will not unreasonably withhold or delay their consent to press releases or public announcements.

16. GENERAL.

16.1 thatDot may give notice by either (a) means of a general notice on the Services; (b) by electronic mail to Client's e-mail address on record in thatDot's account information; or (c) by written communication sent by first class mail to Client's address on record. Notices will be deemed given 48 hours after mailing or posting (if sent by first class mail or prepaid post) or 12 hours after sending (if sent by email). Client may give notice to thatDot (such notice will be deemed given when received by thatDot) by letter sent to thatDot at the address listed above, attention: CFO, or electronic mail to legal@thatDot.com.

16.2 This Agreement may not be assigned by Client without thatDot's prior written approval, except to an Affiliate of Client effective upon written notice to thatDot; provided that (a) Client's account is current; (b) such Affiliate is not a competitor of thatDot; and (c) such Affiliate agrees in writing to comply with the terms and conditions

of this Agreement. Any attempted assignment in violation of the foregoing will be null and void.

16.3 This Agreement will be governed by Oregon law, without regard to the conflicts of law provisions of any jurisdiction. Any claims arising out of or in connection with this Agreement or the Services will be subject to the exclusive jurisdiction of the state and federal courts in Multnomah County, Oregon. Each party irrevocably submits to the personal jurisdiction and venue of, and agrees to service of process issued or authorized by, any such court in any such action or proceeding. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement.

16.4 Except as provided in Sections 9 (Representations and Warranties) and 10 (Indemnification), the parties' rights and remedies hereunder are cumulative. Client acknowledges that the Services contains thatDot's valuable trade secrets and proprietary information, that any breach of this Agreement relating thereto will constitute harm to thatDot for which monetary damages would be inadequate, and that injunctive relief is an appropriate remedy.

16.5 The parties are independent contractors. No joint venture, partnership, employment, or agency relationship exists between Client and thatDot as a result of this Agreement or use of the Services.

16.6 If Client is a branch agency or instrumentality of the United States Government, the following provision applies. The Services and Documentation are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and are provided to the Government (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 22.7202-3.

16.7 The failure of thatDot to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless in writing.

16.8 All Client purchase orders under this Agreement will be subject only to this Agreement. In the event the terms of any such purchase order or similar document conflict with or are additional to this Agreement, this Agreement alone shall apply and shall govern regardless of execution of such document by one or both parties, and thatDot hereby notifies Client (and, if applicable, the reseller placing an order with thatDot on Client's behalf) of thatDot's objection to and rejection of such conflicting or additional terms. Furthermore, unless otherwise expressly agreed to in writing by thatDot, no usage of trade, course of dealings, course of performance, understanding, or any term or condition in any purchase order or other document furnished by Client (or a reseller on Client's behalf) that in any way modifies, is inconsistent with, is different from, attempts to explain and/or is in addition to this Agreement shall be part of this Agreement, and shall be regarded as null and void and is hereby expressly rejected. Additionally, thatDot failure to object to any term or condition in any oral or written communication from Client (or Client's reseller), will not constitute an acceptance thereof or a waiver of any term or condition contained in this Agreement. Without limiting the generality of the foregoing, if the express terms of an Order Form conflict with this Agreement, the terms on the Order Form will prevail, but only with respect to that Order Form. Except as otherwise expressly set forth above, all modifications or amendments to this Agreement must be in writing and signed by both parties, except that subsequent Services renewals can be procured by payment (by either Client or Client's reseller, as applicable) against an issued invoice, as set forth in Section 7 (Fees and Payment Terms).

16.9 This Agreement (including all exhibits attached hereto, and all mutually executed Order Forms, which are incorporated herein by this reference), comprises the entire agreement between Client and thatDot and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding its subject matter. This Agreement may be executed in counterparts. Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon or give to any third party (including any customer of Client) other than the parties hereto, any interest, right, remedy, or other benefit with respect to or in connection with this Agreement.

CONTACT INFORMATION. We welcome your comments or questions about this privacy policy. You may also contact us at our address:

thatDot, Inc.

421 SW 6th Ave.

#300

Portland, OR 97204

CHANGES TO THIS MASTER SUBSCRIPTION AGREEMENT. We may change this Master Service Agreement. If we make any changes, we will change the Last Updated date above.