DASHLANE

DASHLANE BUSINESS TERMS AND CONDITIONS

Revised: February 17, 2025

These Dashlane Business Terms and Conditions (the "**Terms**") govern the use by organizations (each, a "**Client**") of browser extensions and applications (each, an "**App**", and all Apps collectively with related services, the "**Services**") made available by the Dashlane entity indicated below (together with its affiliates, "**Dashlane**"). By entering into an order referencing these Terms, or by subscribing to the Services at https://www.dashlane.com/business/buy (each, an "**Order**" and, together with these Terms and any documents referenced herein, the "**Agreement**") Client agrees to comply with these Terms. The Services available to Client and its Users are specified on the Order. If the Terms and an Order conflict, the Order will control. Unless otherwise indicated on the Order, Clients registered in the Eurozone contract with Dashlane SAS, located at 21 Rue Pierre Picard, 75018 Paris, France, and all other Clients contract with Dashlane USA, Inc., a Delaware corporation located at 44 West 18th Street, New York, NY 10011. Agreements are effective on the date the Order is placed, unless otherwise indicated on the Order (the "**Effective Date**").

1. **LICENSE GRANT AND RESTRICTIONS.**

   a. **Grant.**

      i. Subject to these Terms and any limits in the Order, Dashlane grants Client and individuals who access the Services using Client's account (each, a "**User**") a nonexclusive, nontransferable (except that Client may re-allocate licenses from one User to another via the Services) license to install and use the Apps in object code form solely to access and use the Services during the Term (as defined in Section 10(a)). Use by Client's legal affiliates is permitted, provided that Client is responsible for compliance with the Agreement by its affiliates.

      ii. The license includes the right to (1) make and use copies of any descriptions of the functionality and technical requirements of the Apps and Services made available by Dashlane at the Dashlane Business Support Center or otherwise provided to Client, (collectively, "**Documentation**"), and (2) use any improvements, bug fixes, and new versions of Apps licensed by Client made available at no additional cost to all licensees of such Apps (each, an "**Update**"). Updates are applied automatically to cloud-based elements of the Services but may need to be manually installed to Apps installed on User devices.

   b. **Restrictions.** Client and Users will not (i) use the Services for any illegal purpose or in ways that damage them or interfere with their operation; (ii) remove any copyright, trademark or other rights notices in the Services or Documentation; (iii) sublicense, sell, lease (including on a service bureau basis), share, transfer, distribute, or otherwise make the Apps or Services available except as permitted herein; (iv) extract or otherwise use elements of the Services in ways not intended hereunder, including by incorporating them into other software or products; (v) modify, create derivative works of, reverse engineer, reverse compile, or disassemble the Apps (except to the extent explicitly permitted by applicable law); or (vi) circumvent any security measures or use restrictions in the Services. Dashlane may suspend Client's and/or any User's access to the Services for any violation of these restrictions, provided that Dashlane will contact the Client prior to doing so unless Dashlane reasonably believes that the violation presents an immediate threat to the Services' integrity or security. In the case of such suspension, Client and Dashlane will work in good faith to promptly resolve the issue.

   c. **Support.** Dashlane's online support resources and knowledge base are available at https://support.dashlane.com. Dashlane will promptly (i) respond to technical or operational issues regarding the Services reported to Dashlane's established B2B support channels, and (ii) use commercially reasonable efforts to promptly remediate verified technical issues with the Services. Because App functionality is partially dependent on the operating system or browser in which the App runs, support is limited to (A) the current and most recent prior major version of the applicable operating system or browser and (B) App versions that are not more than one (1) year old. The cloud-based elements of the Services will be available 99.9% of the time in any calendar month, as shown at https://status.dashlane.com/, excluding any scheduled downtime (which we will provide notice of at least 72 hours in advance) or Force Majeure Event (as defined in Section 11.l), and provided that Dashlane may suspend

access to such elements at any time and without notice to protect against a threat to the Services' security or integrity.

d. **Modification.** Dashlane may update the Services in its sole discretion, provided that such updates do not materially impair the availability or security of the Services. Dashlane may make additional features, including new Apps, available during the Term (each, an "**Add-On**"). Add-Ons will be made available to Client as and when made available to other similarly situated customers, and require additional fees and execution of a new or modified Order if not purchased through the Site. Add-Ons are distinct from Updates, which are changes to existing Services and are provided to all users of such Services at no additional charge.

2. **REGISTRATION.**

a. Depending on the Client's subscription, account configuration, and feature availability, Users must either use an SSO service, provide an email address and master password, or create a passwordless login (each "**Account Credentials**") to access the Services. Client and Users are responsible for maintaining the security and confidentiality of their Account Credentials.

b. Certain Services let Users share passwords and other information about third party accounts ("**Third-Party Account Information**") with one another. By using the Services' sharing features, Client authorizes Dashlane to provide Third Party Account Information to the designated Users via the Services. Client acknowledges that Dashlane does not control Client's and its Users' sharing of Third Party Account Information via the Services, and that Client is fully responsible for such sharing.

3. **PAYMENT.**

a. **Fees**. In exchange for the licenses granted herein, Client will pay Dashlane the amounts specified on the applicable Order (the "**Fees**"). Unless paid during online checkout, Fees are due thirty (30) days after receipt of the applicable invoice. Except as explicitly stated herein, Fees are not refundable.

b. **Taxes**. Client will pay any sales, use, excise, value-added or similar taxes or duties assessed on the Services ("**Taxes**"), except for taxes based on Dashlane's net income. Dashlane will include any Taxes it is responsible for collecting and remitting on the applicable invoice. If you are in a jurisdiction that taxes the receipt of SaaS services but where we do not have a legal presence, you are responsible for reporting and paying any taxes due to local authorities.

c. **Late Payment.** If Client fails to pay overdue Fees within ten (10) calendar days of receipt of notice that they are overdue, Dashlane may suspend Client's and its Users' access to the Services until payment all overdue Fees are paid in full.

d. **Reseller Purchases**. If you license the Services through an authorized Dashlane reseller or distributor (each, a "**Reseller**") the following terms apply:

   i. Resellers may not modify these Terms, except that Sections 3(a) and 3(b) above will be superceded by the equivalent provisions in you're agreement with the Reseller.

   ii. Resellers are solely responsible for the completeness, accuracy, and processing (including collection and remittance of payment to Dashlane) of any order for the Services placed with us on a Client's behalf. We may suspend or terminate a Client's rights to use the Service if we do not receive timely payment from the Reseller.

   iii. Refunds owed to Clients paying through a Reseller will be paid to such Reseller, who is responsible for distributing the refund to the Client.

4. **INTELLECTUAL PROPERTY.**

a. **Secured Data.** Client grants Dashlane a fully-paid, worldwide license during the Term to process any data (including Third-Party Account Information and information that can be used to identify individual, natural

persons ("**Personal Data**")) stored by Client and its Users in Apps (collectively, "**Secured Data**") solely to the extent required to provide the applicable Services. Except for this limited license, Client will retain all right, title, and interest in and to Secured Data. **Secured Data can only be decrypted locally within Apps on User devices; Dashlane is unable to access decrypted Secured Data under any circumstances.** Client is solely responsible for the use of Secured Data as input into the Services (including its use by Users on Client's behalf). This provision only applies to the extent that Client's subscription includes individual "vaults" for Client Users.

b. **Services**. Except for the licenses granted herein, Dashlane will retain all right, title, and interest in and to the Services, including all content that is not Secured Data available on or through the Services ("**Dashlane Content**"). To the extent Client is permitted to reproduce Dashlane Content (such as posting logos on its corporate intranet) Client will include all copyright notices, information, and restrictions contained in or attached to such content.

c. **Usage Data**. The Services automatically report information to Dashlane related to installation, updates, use of and errors related to the Services ("**Usage Data**") without specific notice to Users, consistent with the [Privacy Policy](). There are two types of Usage Data:

   i. "**Event Data**" is information about use of the Apps' internal functions (e.g., what features are enabled, how many third-party account credentials are stored by a particular User). Event Data is linked to individual Users when they have an active account but is anonymized after that User's account is deleted. Event Data is shared only with Dashlane subprocessors to provide the Services and communicate with Users (consistent with communication settings established by the Client and/or Users). Certain Event Data is also available to authorized administrators of Client Accounts (each, a "**Client Admin**") so that they many monitor the use of the Services. Anonymized Event Data may be used by Dashlane in its sole discretion.

   ii. "**Behavioral Data**" is information about what Users do outside of the Services (e.g., sites where autofill is used). Certain Behavioral Data is available to Client Admins on an individual User basis to enable Client Admins to improve Client security (e.g., Client Admins can see whether a User has compromised credentials), but is only available to Dashlane on a fully anonymized basis (e.g. Dashlane can see what percentage of all Users have credentials for a specific site, but not whether any particular User has credentials for that site). Dashlane has no ability to associate Behavioral Data with any individual User. Dashlane may use anonymized Behavioral Data in its sole discretion.

d. **Open Source Software.** Like most software developers, Dashlane integrates "open source" software ("**OSS**") into the Services. OSS is licensed under the terms of the end-user license that accompanies each OSS component, and not under Section 1(a), but nothing in any OSS license limits the Client's rights to use the Services or Dashlane's responsibilities under the Agreement, including indemnification obligations under Section 8.

e. **Feedback.** Client grants Dashlane an unrestricted, worldwide, perpetual, irrevocable, royalty-free right to use any ideas, suggestions, comments, enhancement requests, or other input about the Services provided to Dashlane by Client or Users ("**Feedback**") for any lawful purpose.

5. **SECURITY.**

a. **Connectivity.** Client and Users are responsible for any network and internet connectivity required to download Apps and use the Services, including the security of such connectivity.

b. **Data Security.** Dashlane has and will maintain (i) commercially reasonable technical, administrative, and physical safeguards designed to prevent the unauthorized release, access to, or publication of Secured Data, Confidential Information, or Personal Data in Dashlane's possession or control (each such event, an "**Incident**"), and (ii) procedures designed to comply with laws applicable to the Services, including those governing the processing of Personal Data, such as (i) the General Data Protection of the European Parliament and of the Council ("**GDPR**") and any implementing laws thereof enacted by an EU member state; (ii) the U.K. Data Protection Act 2018 and

the United Kingdom General Data Protection Act ("**UK GDPR**"); (iii) the Australian Privacy Act 1988 and National Privacy Principles; (iv) the Canadian Personal Information Protection and Electronic Documents Act; (v) the California Consumer Privacy Act, and implementing regulations ("**CCPA**"); (vi) any other existing or newly enacted laws regarding privacy; and (vii) any amendments and successors to the foregoing (collectively, "**Privacy Laws**"). Dashlane employees and agents with access to Client Confidential Information or Personal Data are subject to appropriate written confidentiality obligations and instructed in the proper handling of such information and data. Dashlane will reasonably (and as required by Privacy Laws) assist Client with its data security and processing obligations with respect to Personal Data in Dashlane's possession or control, including Client's obligations as a "Controller" under the GDPR and UK GDPR, a "business" under the CCPA, and similar rights provided by other Privacy Laws, if applicable. Client consents to the processing and storage of Client Data on hardware owned or controlled by third parties (e.g., AWS). Where Client Data is subject to Privacy Laws, the Data Processing Addendum available at https://www.dashlane.com/terms/business/dpa is incorporated into and made a part of the Agreement. To the extent that the DPA conflicts with the Privacy Policy, the DPA controls.

c. **Notice.** Dashlane will notify Client within thirty-six (36) hours of any Incident affecting Client Personal Data. The notice will include information about the nature and amount of Personal Data affected and the likely consequences of the Incident, to the extent known. Dashlane will promptly investigate and, where possible, mitigate any Incident and provide Client with updates of such efforts. Upon confirmation of an Incident, Dashlane will modify its processes and security program as necessary to prevent recurrence. Notices under this Section 5(c) may be provided directly to Users if the Incident affects multiple Dashlane clients or if Dashlane, in its sole discretion, determines that communication with all Dashlane users is legally required or appropriate. In such situations, Dashlane will use commercially reasonable efforts to provide prior notice to the Client Admin or other designated contact. Notice provided under this Section is not, nor will it be deemed, an admission of liability or fault by Dashlane.

6. **CONFIDENTIALITY.**

a. **General.** "**Confidential Information**" means any non-public information, including pricing, technology, business methods, finances, and trade secrets, that is marked or identified as "Confidential" or the equivalent when disclosed, or that a reasonable person would recognize as confidential from its nature or the circumstances of its disclosure. In connection with the Agreement, each party (the "**Receiving Party**") may have access to certain of the other party's (the "**Disclosing Party**") Confidential Information or that of third parties that the Disclosing Party is required to maintain as confidential. Each party retains ownership of its Confidential Information.

b. **Obligations.** The Receiving Party will: (i) only use Confidential Information to fulfill its obligations hereunder; (ii) only provide access to Confidential Information on an "as-needed" basis to its personnel, agents, and consultants who are bound by written obligations materially similar to this Section 6, and (iii) maintain Confidential Information using methods at least as protective as it uses to protect its own information of a similar nature, but with at least a reasonable degree of care. The Receiving Party will promptly return or destroy the Disclosing Party's Confidential Information and Personal Data upon termination or expiration of the Agreement, except that it may maintain limited copies of the same consistent with its established data retention policies and subject to this Section 6. The obligations in this Section 6(b) will apply during and for three (3) years after the Term, except in the case of Confidential Information that is a trade secret, in which case the obligations will remain in effect for so long as the trade secret is maintained.

c. **Exceptions.** Confidential Information does not include, and Section 6(b) does not apply to, information that is: (i) publicly available when disclosed or becomes publicly available without fault of the Receiving Party after disclosure; (ii) rightfully communicated to the Receiving Party by an entity or entities not bound to keep such information confidential, whether prior to or following disclosure, (iii) independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (iv) approved for disclosure by the Disclosing Party. In addition, the Receiving Party may disclose Confidential Information (a) to comply with the order of a court, governmental body, or regulator, provided that, as permitted by law, the Receiving Party will first give written notice to the Disclosing Party and reasonably cooperate with the Disclosing Party's efforts, at the

Disclosing Party's expense, to limit the scope of such disclosure; or (b) to establish its rights under the Agreement.

7. **WARRANTIES AND DISCLAIMER.**

   a. **Mutual Representations and Warranties.** Each party represents and warrants that (i) it has the right to enter into and perform its obligations under the Agreement, (ii) such performance does not and will not conflict with any other agreement of such party or any judgment, order, or decree by which it is bound, and (iii) it will comply with all laws applicable to its performance under the Agreement, including Privacy Laws.

   b. **Dashlane Warranties.** Dashlane further represents and warrants that (i) the Apps will materially perform as specified in the Documentation; (ii) the support described in Section 1(c) will be provided in a professional and workmanlike manner by individuals with the necessary skill and experience to perform their duties; (iii) Dashlane will obtain and maintain during the Term all licenses and consents required for the provision of the Services; and (iv) the Apps do not and will not include viruses or malware.

   c. **Disclaimer.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 7, NEITHER PARTY MAKES, AND EACH EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

8. **INDEMNIFICATION.**

   a. **By Dashlane.** Dashlane will indemnify and hold harmless (including payment of reasonable attorneys' fees and court costs) Client and its officers, directors, and employees against any third-party claim alleging (i) that the Services, as used in accordance with this Agreement and the Documentation, infringe the intellectual property rights of a third party, or (ii) that the provision of the Services violates applicable laws, including Privacy Laws. The infringement indemnification provided above will not apply to the extent the alleged infringement arises out of (A) Client's use of the Services in violation of the Agreement, (B) Client's failure to use an Update that Dashlane communicated was required to avoid infringement, or (C) Secured Data as uploaded to the Services.

   b. **Alternative Remedy for Infringement.** If the Services or any element thereof is found to infringe any third-party intellectual property rights, Dashlane may, in its sole discretion, either (i) procure the right for Client to continue to use the affected element; or (ii) modify the affected element to be non-infringing without materially diminishing the Services' functionality. If neither (i) nor (ii) is commercially reasonable, Dashlane may terminate the Agreement by giving Client thirty (30) days' prior written notice, and refund Client the pro-rata portion of any prepaid Fees.

   c. **By Client.** Client will indemnify and hold harmless (including paying reasonable attorneys' fees and court costs) Dashlane and its officers, directors, and employees against any third-party claim relating to (i) Secured Data or Client's use of the Secured Data, including allegations that such use violates contractual rights of third parties, or (ii) any violation of applicable laws, including Privacy Laws, by Client with respect to its use of the Services.

   d. **Procedures.** The obligations in this Section 8 are contingent on the indemnified party (i) promptly notifying the indemnifying party of any indemnifiable claim; (ii) granting the indemnifying party sole control over the defense and settlement of the claim (provided that a settlement may not impose costs or liability on the indemnified party without its prior, written consent); and (iii) providing reasonable assistance to the indemnifying party at the indemnifying party's expense.

   e. **Sole Remedy.** This Section 8 states the indemnified party's sole remedy, and the indemnifying party's entire liability, with respect to any indemnifiable claim.

9. **LIMITATION OF LIABILITY.**

   a. **General**. EXCEPT FOR A PARTY'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT, BREACH OF SECTION 6 (CONFIDENTIALITY), OR INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, NEITHER PARTY WILL BE LIABLE FOR (i) LOST PROFITS, LOST DATA OR ANY OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES,

HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ASSERTED, ARISING OUT OF THE SERVICES OR THE AGREEMENT, EVEN IF THE PARTY AGAINST WHICH THE CLAIM IS ASSERTED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (ii) DAMAGES EXCEEDING, IN THE AGGREGATE, THE TOTAL AMOUNT PAID AND PAYABLE BY CLIENT TO DASHLANE UNDER THE AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM AROSE.

b. **Security.** NOTWITHSTANDING SECTION 9(a), IF AN INCIDENT IS FOUND TO BE DUE TO DASHLANE'S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER SECTION 5(b), DASHLANE'S MAXIMUM LIABILITY WILL BE THE GREATER OF (I) THREE (3) TIMES THE FEES PAID AND PAYABLE BY CLIENT FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM, OR (II) $US 100,000.

c. THE LIMITATIONS IN THIS SECTION 9 ARE (i) CUMULATIVE AND WILL NOT BE ENLARGED BY MULTIPLE CLAIMS, AND (ii) AN ESSENTIAL ELEMENT OF THE AGREEMENT.

10. **TERM AND TERMINATION.**

a. **Term.** The Agreement will commence on the Effective Date and remain in effect for one (1) year or such other period indicated on the Order (the "**Initial Term**"), unless terminated earlier as provided herein. After the Initial Term, the Agreement will automatically renew for additional periods of the same duration as the Initial Term (each a "**Renewal Term**", and all Renewal Terms together with the Initial Term, the "**Term**") at Dashlane's then-current Fees, unless Client provides written notice of non-renewal to Dashlane at least thirty (30) days prior to the expiration of the then-current Term.

b. **Termination.** Either party may terminate the Agreement for a material breach of any of its provisions by the other party that is not cured within thirty (30) days following written notice thereof. The Agreement may be terminated immediately by either party upon written notice if the other party (i) commences insolvency, receivership, bankruptcy, or any other proceedings for the settlement of its debts (or if such proceedings are instituted by a third party and not dismissed within thirty (30) days), (ii) makes an assignment for the benefit of creditors, or (iii) ceases to do business in the normal course.

c. **Effect of Termination.** Upon termination or expiration of the Agreement, all licenses granted hereunder will immediately terminate and Client will pay any Fees incurred prior to the date of such termination. If Client terminates the Agreement for Dashlane's uncured material breach as set forth in Section 10(b), Dashlane will issue a pro-rata refund of prepaid Fees (if applicable) Sections 3 (to the extent Fees remain due) 4, 6, 8, 9, 10(c), and 11 of these Terms will survive expiration or termination of the Agreement for any reason.

11. **GENERAL.**

a. **Governing Law and Venue.**

i. *For Entities Contracting with Dashlane USA*. The Agreement, including its formation, will be governed by the laws of the State of New York without giving effect to conflicts of laws principles that would require a different result. Any claim, action or proceeding hereunder will be brought in the federal or state courts located in New York County, New York, and the parties irrevocably consent to such jurisdiction and venue. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement.

ii. *For Entities Contracting with Dashlane SAS*. Except to the extent mandated by relevant Privacy Laws, the Agreement, including its formation, will be governed by the laws of the Republic of France without giving effect to conflicts of laws principles that would require a different result. Any claim, action or proceeding hereunder will be brought in the courts located in Paris, France, and the parties irrevocably consent to such jurisdiction and venue. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement.

b. **Insurance.** Dashlane will maintain at least the following insurance coverages during the Term: (i) worker's compensation and employer's liability insurance of at least US $1,000,000 or as required by law, (ii), comprehensive general liability insurance, including for bodily injury, death, and property damage, with a minimum combined single limit of US $4,000,000 per occurrence and in the aggregate, (iii) errors and omissions insurance, including coverage for cyber liability, employee dishonesty, and computer fraud, in an amount of at least US $10,000,000 per event. Policy amounts may be met by any combination of primary and excess / umbrella policies.

c. **Trial Periods and Beta Versions.** Entities may access the Services for up to thirty days at no charge in connection with evaluating the Services (a "**Trial Period**"). In addition, we may occasionally offer Clients the opportunity to use certain experimental features or App versions that are made available on a trial basis ("**Beta Releases**"). There is no obligation to enter into a Trial Period or use Beta Releases. NOTWITHSTANDING SECTIONS 7 AND 9, ALL USE OF (I) THE SERVICES DURING A TRIAL PERIOD AND (II) BETA RELEASES IS "AS IS," AT THE RISK OF THE RECIPIENT, AND WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR OBLIGATIONS OF ANY KIND BY DASHLANE. Dashlane may modify or remove Beta Releases at any time. Beta Releases are also subject to the terms available here.

d. **Export.** Client represents that it is not named on any U.S. government denied-party list. Client will not use the Services in violation of any U.S. export law or regulation.

e. **Government Users.** Each of the components that constitute the Apps or any other software related to the Services and its related documentation is a "commercial item" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Apps and any other software component of the Services and related documentation with only those rights set forth in the Agreement.

f. **Remedies; Injunctive Relief.** All remedies under the Agreement are cumulative. A party's breach or threatened breach of Sections 1(b), 4, or 6 may cause irreparable injury that cannot be compensated by monetary damages. Accordingly, in addition to any other remedies available to it, a party may seek injunctive or other equitable relief in any court of competent jurisdiction for such breach or threatened breach.

g. **Notices.** Any communication intended to have legal effect hereunder will be in writing and given (a) via email to the Client Admin (if to Client) or to legal@dashlane.com (if to Dashlane) with acknowledgement of receipt, (b) personally, or (c) sent via an internationally recognized courier service requiring signature upon receipt to the address of the receiving party indicated on the Order (or such other address as later provided by that party). Notices will be deemed given when delivered or refused.

h. **Attribution.** Dashlane may indicate that Client is a customer on Dashlane's website and in other standard marketing materials. Any such attribution will be consistent with Client's style guidelines or requirements as communicated to Dashlane. The parties may agree to additional marketing efforts (e.g., case studies, events) in writing.

i. **Relationship between the Parties.** The parties are independent contractors and nothing in this Agreement will be construed to create a partnership or joint venture between them. Neither party will have, or represent that it has, the authority or power to bind the other.

j. **Assignment.** Neither party may assign the Agreement without the other party's written consent, except in connection with any merger, consolidation, sale of all or substantially all of such party's assets, or otherwise by operation of law. Any other attempt to assign this Agreement will be null and void. This provision will not prevent Dashlane from using third party service providers related to the Services (e.g, web hosting) in the normal course of its operations.

k. **Waiver.** A party's failure to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

l. **Force Majeure.** Nonperformance of either party will be excused to the extent that performance is rendered impossible by events beyond its reasonable control (each, a "**Force Majeure Event**"), provided that the affected party takes commercially reasonable steps to mitigate the effect of such event.

m. **Entire Agreement; Amendment.** The Agreement is the entire understanding of the parties with respect to the Services and supersedes any prior agreements, proposals, and communications about them. Terms and conditions on any purchase order, invoice, or other such document, whether issued prior to or after the Effective Date, that conflict with any provision of this Agreement will have no force and effect. These Terms may be modified by Dashlane at any time in its sole discretion, provided that such changes will not take effect until the next Renewal Term. Any amendment to these Terms must be explicitly reflected in the Order, and will remain in effect for the Term unless subsequently modified, regardless of any changes to the Terms.

n. **Counterparts.** An Order may be executed in counterparts, each of which will be deemed an original, and all of which will constitute one and the same document. The parties may electronically sign Orders.

o. **Interpretation.** Titles and headings used in these Terms are for reference only and do not affect their meaning. As used herein, "may" means "has the right, but not the obligation to," "will" indicates a requirement, and "including" means "including, without limitation." If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions will be unaffected. If you are reviewing these Terms in a language other than English, it has been translated for your convenience, but the English language version is the official version of this Agreement.

p. **No Third-Party Beneficiaries.** Except as expressly set forth herein, nothing in the Agreement grants any rights to any entity other than the parties to the Agreement.