



## Master Service Agreement

This Master Service Agreement (“Agreement”) is entered into by and between G2.com, Inc. (together with its affiliates, “G2”) and the entity identified as Customer on the Service Order (“Customer”). Any capitalized term used, but not defined herein, will have the meaning given to it in the Service Order.

1. **G2 Services.** G2 will provide to Customer the right to use G2’s products as set forth on the Service Order or as described in the Service Descriptions (“Services”). Customer is responsible for all access to and use of the Service(s).
2. **G2’s Ownership Rights.** G2 owns and retains all rights, title and interest to the Services and G2 Content not expressly granted to Customer in the Service Descriptions. “G2 Content” means the website(s) owned and operated by G2, reviews, reports, derivative works and anything provided by G2 in connection with the Services.
3. **Customer’s Ownership Rights.** Customer retains ownership of all rights, title, and interest in anything provided to G2 by Customer in connection with the Services (“Customer Content”). Customer grants G2 a non-exclusive, royalty-free license to host, copy, distribute, display, and otherwise make use of Customer Content to provide the Services.
4. **Privacy and Security.** To the extent Personal Data is transferred between Customer and G2, the Data Processing Addendum (“DPA”) and/or Data Transfer Addendum (“DTA”) will apply. “Personal Data” has the meaning set forth in the DPA and DTA. The DPA and DTA, each available at [www.g2.com/static/legal](http://www.g2.com/static/legal) (or other designated replacement), are incorporated herein by reference.
5. **Artificial Intelligence.** Customer’s use or access to G2’s AI-powered Services (“AI Services”), including chatbots, are governed by G2’s Artificial Intelligence Terms & Conditions (“AI Terms”). The AI Terms are available at <https://legal.g2.com/g2-artificial-intelligence-terms-conditions> (or other designated replacement) and incorporated herein by reference. If the Customer does not access or use AI Services, the AI Terms do not apply.
6. **Term and Termination.** This Agreement is effective as of the Term Start Date of the initial Service Order (“Effective Date”) and remains in effect so long as the term of any outstanding Service Order issued under this Agreement is in effect, regardless of whether those terms are consecutive. Use of the Services is contingent upon Customer (i) making timely payment and (ii) complying with all applicable terms, laws and regulations. If Customer violates the aforementioned terms and fails to correct such violation within 30 days following notification by G2 of the violation, G2 may suspend or terminate the Service(s). If G2 materially breaches the Agreement and fails to correct such breach within 30 days following written notification from Customer of the violation, Customer may terminate the Agreement and will be entitled to a pro rata refund covering the remainder of the then-current subscription term.
7. **Fees.** G2 may change the fees that apply under a subsequent Service Order by providing Customer written notice before the end of the applicable service term. Fee changes become effective upon the date of invoice. Unless either party provides written notice of non-renewal at least 30 days before the Term End, the Service Order will renew for an equal-length term upon the expiration of the prior term. If G2 is required to take legal action or engage in collections



efforts to recover unpaid fees, Customer will be responsible for and shall reimburse G2 for all expenses incurred by G2 in connection with such efforts including attorney's fees and costs.

8. **Confidential Information.** As between G2 and Customer, "Discloser" means the party disclosing Confidential Information and "Recipient" means the party receiving Confidential Information. "Confidential Information" means all information that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure, including Confidential Information that was disclosed prior to the Effective Date. Confidential Information is not information that (i) is or becomes, through no act or omission of Recipient, publicly available; (ii) Recipient can demonstrate was rightfully in its possession, without confidentiality obligations, before receipt; (iii) is subsequently and rightfully provided to Recipient by a third party without restriction on disclosure; or (iv) is independently developed by Recipient without use of or access to Discloser's Confidential Information. Recipient will safeguard the confidentiality of Discloser's Confidential Information with at least the same degree of precaution taken by Recipient to protect its own Confidential Information and in no event less than reasonable precaution. Recipient will (i) not disclose or use Discloser's Confidential Information for any purpose other than as contemplated by and consistent with the terms of this Agreement and (ii) limit access to Discloser's Confidential Information only to its employees, service providers, and agents ("Representatives") who have a need to know such Confidential Information and are bound by written confidentiality obligations at least as protective as the requirements of this Agreement. Recipient is responsible for any actions or omissions by its Representative(s) that would violate or breach this Agreement as if such Representative(s) were a party to this Agreement directly. Additionally, Recipient may disclose Confidential Information to the extent required by law or legal process, provided that Recipient promptly notifies Discloser of such a request or requirement.
9. **WARRANTIES.** THE SERVICES ARE PROVIDED "AS IS" AND AS AVAILABLE. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, ARE DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, RELIABILITY, QUALITY OR INTEROPERABILITY. CUSTOMER RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. G2 WILL NOT BE LIABLE FOR ANY ACTIONS, INACTIONS OR DECISIONS THAT CUSTOMER MAY TAKE OR OMIT TO TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN.
10. **G2's Indemnification of Customer.** If a third party sues or brings a claim against Customer claiming that the Service or G2 Content directly infringes or misappropriates such third party's U.S. patent or other intellectual property rights ("G2 Indemnity Claim"), then, subject to Sections 10.1, 10.2, 12 and 13, G2 will defend Customer and indemnify Customer from any fees, attorney's fees, fines, costs, liens, judgments or expenses awarded against or incurred by Customer as a result of any such G2 Indemnity Claim.



10.1. **Remedies.** If any G2 Indemnity Claim is brought or threatened, G2 may also, at its sole option and expense, (a) procure for Customer the right to use such Service or G2 Content as provided herein, (b) replace or modify the applicable portion of the Service or G2 Content to make it not infringing, or (c) suspend or terminate the Service, in whole or in part, upon written notice and refund Customer any prepaid fees covering the remainder of the then-current Service Order(s) for the terminated Service or parts thereof.

10.2 **Exclusions.** G2's obligations under Sections 10 and 12 do not apply if the alleged infringement or misappropriation arises from (a) content not created by G2, (b) technology not controlled by G2 that interoperates with or is integrated with any of the Services, (c) Customer's use, modification or combination of the Services or G2 Content with anything not controlled by G2, where the alleged infringement or misappropriation would not have occurred but for such use, modification or combination, (d) G2's compliance with specifications provided by Customer, (e) Customer's failure to comply with specifications provided by G2, or (f) Customer's failure to comply with this Agreement or Service Order. This Section 10.2 states Customer's exclusive remedy from G2 for any type of third-party claim for infringement or misappropriation of intellectual property rights.

11. **Customer's Indemnification of G2.** If a third party sues or brings a claim against G2 claiming that Customer's Content or anything described in subparts (b) through (e) of Section 10.2 infringes or misappropriates the third party's intellectual property rights ("Customer Indemnity Claim"), then, subject to Sections 12 and 13, Customer will defend, indemnify, and hold G2 harmless from any fees, attorney's fees, fines, costs, liens, judgments or expenses awarded against or incurred by G2 as a result of any such Customer Indemnity Claim.

12. **Mutual Indemnification Procedures.** If a party entitled to indemnification under this Agreement ("Protected Party") makes an indemnification request to the other party ("Protecting Party"), Protected Party must give prompt written notice of and all available information about any such claim to the Protecting Party. Protected Party will (i) grant Protecting Party control of the defense and all related settlement negotiations using counsel reasonably acceptable to Protected Party and (ii) cooperate with Protecting Party, at Protected Party's expense, in defending or settling such claim. Protecting Party will obtain Protected Party's written consent before entering any settlement; provided, however, that no consent will be required if any settlement results in the unconditional release of Protected Party and contains no admission of liability. At its own expense, Protected Party may engage counsel to participate in, but not control, the defense of the claim.

13. **Limitation of Liability.** Neither party will be liable for any consequential, special, indirect, exemplary or punitive damages arising out of or related to this Agreement, including without limitation, loss of profits, revenue, interest or goodwill under any legal theory. A party's aggregate liability arising out of this Agreement will be limited to direct damages not to exceed the fees paid by Customer to G2 under the Service Order giving rise to the claim in the 12 months preceding the claim. This Section 13 does not limit liabilities that cannot be excluded by law nor payment obligations by Customer to G2.

14. **Miscellaneous.**



14.1. **Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

14.2. **Severability.** If any provision of this Agreement or any Service Order is found to be invalid or unenforceable, such finding will be limited to the minimum extent necessary, that provision will be modified so as to accomplish the objectives of the original provision and the remaining provisions will remain in effect.

14.3. **Assignment.** Either party may assign this Agreement and Service Order(s) in connection with a merger, reorganization, acquisition, sale of voting securities, transfer of a majority of its assets to which this Agreement relates, or other similar transaction or series of transactions, so long as the transferee expressly assumes all obligations of the assigning party under this Agreement or Service Order. However, neither party may assign this Agreement or Service Order without the prior written consent of the other party, which will not be unreasonably withheld and Customer may not assign this Agreement or Service Order to any of G2's direct competitors without G2's prior written consent. Any non-permitted assignment is void.

14.4. **Dispute Resolution and Choice of Law.** Any dispute relating to or arising out of this Agreement will be decided through binding arbitration conducted by three neutral arbitrators from JAMS Chicago, Illinois and under JAMS Arbitration Rules & Procedures, with one arbitrator chosen by each of the parties and the third appointed by the other two arbitrators. The award rendered by the arbitrators will be final and binding on the parties, and judgment may be entered by any court of competent jurisdiction. Nothing in this Section 14.4 will prevent either party from applying to a court of competent jurisdiction for equitable or injunctive relief. This Agreement is governed by, and the arbitrators will apply the substantive laws of, the State of Illinois without regard to its choice or conflict of laws rules. Both parties irrevocably waive their right to a jury trial.

14.5. **Waiver.** A party's failure to act with respect to any right or obligation under this Agreement will not be construed as a waiver of that right or obligation.

14.6. **Entire Agreement.** This Agreement, which includes the Service Order(s) and Service Descriptions, constitutes the entire agreement between G2 and Customer for the Services and supersedes all prior and contemporaneous agreements and understandings, both written and oral. Service Order(s) may be executed electronically and delivered in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. The terms of any purchase order, acknowledgement or other business form that Customer may use will not affect or modify this Agreement or any rights, duties or obligations of the parties hereunder. In the event of a conflict between this Agreement and the Service Order(s), the Service Order will take precedence. This Agreement may only be modified in a written agreement signed by both parties.

14.7. **Survivability.** Sections 2, 3, 7 through 14 of this Agreement and Payment Terms as set forth in the Service Order will survive expiration or termination.