

## **End User Subscription Agreement**

**This End User Subscription Agreement** (the “**Agreement**”) is entered into by **PeerSpot Ltd.** (“**PeerSpot**”) and the entity or person agreeing to these terms (“**Subscriber**” or “**you**”) and governs Subscriber’s access to and use of the subscription services offered by PeerSpot (the “**Services**”) on the AWS Marketplace (the “**Marketplace**”). By using the Services, including by purchasing or accessing the Services through the Marketplace, Subscriber agrees to be bound by this Agreement.

### 1. **Definitions**

“**PeerSpot Content**” means any and all content and information provided by PeerSpot or made available via the Services, including Third Party Content, product interviews, rankings, articles, videos, Buyer’s Guides, PeerPapers, PeerReports, user reviews, product category taxonomy, works of authorship, comments, opinions, postings, messages, text, files, images, photos, e-mails, and other materials (whether created by PeerSpot or by users of the PeerSpot platform or services).

“**Third Party Content**” means information, including but not limited to reviews, links, posts, and excerpts, that has been obtained by PeerSpot, or on PeerSpot’s behalf, from third parties and made available to Subscriber.

2. **Subscription.** Subscriber hereby subscribes to the Services described on the Services details page for the term of the Subscription as set forth in Subscriber’s order (the “**Subscription Term**”). PeerSpot shall provide the Services to Subscriber during the Subscription Term in accordance with the terms of this Agreement.

### 3. **Proprietary Rights.**

3.1. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, PeerSpot reserves all rights, title, and interest in and to the Services, including all related intellectual property rights. No rights are granted to Subscriber hereunder other than as expressly set forth herein.

3.2. **Subscriber Data.** Subscriber shall retain ownership over its information, data, and materials (“**Subscriber Data**”), and all intellectual property rights therein.

3.3 **Third Party Content.** PeerSpot does not own or control Third Party Content, and PeerSpot shall not be held liable or in any way responsible for the views, substance or opinions expressed in Third Party Content. For example, a product review from a customer is Third Party Content. Third Party Content shall not be considered Subscriber Data. Third Party Content is provided "As Is," exclusive of any warranty whatsoever. PeerSpot shall not be liable to Subscriber or any third party based on Third Party Content.

3.4 **Content License.** PeerSpot hereby grants Subscriber for the Subscription Term a limited, non-exclusive, non-transferable, and non-sublicensable license to use the PeerSpot Content. Upon expiration of the Subscription Term, Subscriber’s license will expire and Subscriber shall cease all use of PeerSpot Content.

#### 4. **Confidentiality**

4.1. **Definition.** As used herein, “**Confidential Information**” means all confidential information disclosed by one party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of each party shall include a Disclosing Party’s business and marketing plans, technology and technical information, product plans and designs, and business processes. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

4.2. **Protection of Confidential Information.** The Receiving Party shall (i) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (iii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its legal counsel and accountants without the other party’s prior written consent.

4.3. **Privacy.** Without derogating from the above, each party agrees (a) to secure and protect all personally identifiable information (“**Personal Information**”) of the other party in accordance with applicable federal, state and foreign privacy and data protection laws, and (b) to implement technical and procedural safeguards to protect the Personal Information from unauthorized disclosure and use. Neither Party shall disclose any Personal Information to the other Party in connection with this Agreement without first having obtained all necessary consents for such disclosure. If Subscriber will be providing PeerSpot with the names of people to contact for collecting reviews, Subscriber will have obtained permission from such people for PeerSpot to contact them.

#### 5. **Disclaimer of Warranties**

PEERSPOT DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES ARE PROVIDED “AS IS”.

#### 6. **Limitation of Liability**

6.1. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO BREACH OF THE PROVISIONS RELATING TO CONFIDENTIALITY AND DATA PROTECTION, NEITHER PARTY’S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER FOR THE SERVICES IN THE 12 MONTHS PRECEDING THE INCIDENT. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

6.2. **Exclusion of Consequential Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **Force Majeure.**

In the event that either party hereto shall be delayed or hindered or prevented from the performance of any act required by reason of strikes, lock-outs, labor troubles, inability to procure materials or services, failure of power, riots, insurrection, war, mud-slide, fire, earthquake, tsunami, pandemic, or other similar reasons of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, such party shall immediately provide notice to the other party of such delay, and performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

8. **Miscellaneous.**

This Agreement, along with Subscriber's order, is the entire agreement between Subscriber and PeerSpot regarding Subscriber's access to and use of the Services and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. This Agreement shall be governed by the laws of the State of New York.