

## **BlackLine Master Subscription Agreement**

### **IMPORTANT – READ CAREFULLY**

THIS MASTER SUBSCRIPTION AGREEMENT (“MSA”) IS ENTERED BETWEEN YOU AS A CUSTOMER AND BLACKLINE AS SERVICE PROVIDER FOR BLACKLINE’S HOSTED SERVICE. THE TERMS AND CONDITIONS OF THIS MSA WILL BE LEGALLY BINDING ON YOU UPON THE PARTIES’ MUTUAL EXECUTION OF AN ORDER FORM REFERENCING THIS AGREEMENT. YOU AND BLACKLINE ARE INDIVIDUALLY REFERRED TO AS A “PARTY” AND COLLECTIVELY AS THE “PARTIES”.

### **TERMS AND CONDITIONS**

#### **1. Definitions.**

1.1 “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with a subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity, or the right to direct the affairs of a subject entity.

1.2 “**Agreement**” means this MSA and its appendices, any Order Forms signed by the parties and additional documents and materials incorporated by reference herein.

1.3 “**BlackLine**” means BlackLine Systems, Inc., a California corporation, having a principal place of business at 21300 Victory Blvd., 12th Floor, Woodland Hills, CA 91367, or an Affiliate of BlackLine Systems Inc. as set forth in an applicable Order Form.

1.4 “**BlackLine API**” means the application programming interface and related Documentation BlackLine makes available to you through your subscription to the Hosted Service.

1.5 “**BlackLine Technology**” means all BlackLine proprietary technology (including the BlackLine API, software, products, processes, user interfaces, trade secrets, know-how, techniques, designs, report layout or output layout generated by the Hosted Service, and other tangible or intangible technical material or information) which BlackLine makes available to you from time to time in providing the Hosted Service.

1.6 “**Confidential Information**” means any information disclosed by a party (the “Disclosing Party”) to the other party (the “Receiving Party”) in any form, that is designated confidential or that reasonably should be understood to be confidential given its nature and the circumstances surrounding the disclosure. Confidential Information includes, but is not limited to, the Hosted Service, Customer Data, Documentation, BlackLine’s pricing and the terms and conditions of this MSA and Order Form. Notwithstanding the foregoing, Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach by the Receiving Party of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (iii) is received from a third party without an obligation of confidentiality; or (iv) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

1.7 “**Content**” means the information, documents, software, products and services contained or made available to you in the course of using the Hosted Service.

1.8 “**Customer**”, “**you**”, or “**your**” means the entity executing an Order Form and entering into this MSA.

1.9 “**Customer Application**” means any application, integration, customization or extension developed by you that interfaces with the Hosted Service using any BlackLine API. A Customer Application may also be considered a Third Party Application.

1.10 “**Customer Data**” means any data, information or material you or your Users provide, submit or upload to the Hosted Service.

1.11 “**Documentation**” means the user instruction materials, as updated from time to time, describing the use and operation of the Hosted Service that are provided in the Hosted Service.

1.12 “**Effective Date**” means the date set forth in your initial Order Form.

1.13 “**Hosted Service**” means BlackLine's online products reflected on an Order Form accessed at a web site designated by BlackLine or through BlackLine’s mobile application, to which you are being granted access under the Agreement, including the applicable BlackLine Technology and Content.

1.14 “**Initial Term**” means the initial period that commences on the Effective Date for the period set forth in the initial Order Form.

1.15 “**Intellectual Property Rights**” means inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and trade secret rights, and all other intellectual property rights, in each case whether registered or unregistered, including derivatives thereof and all renewals thereto as well as other forms of protection of a similar nature anywhere in the world.

1.16 “**License Administrator(s)**” means the User(s) you designate who are authorized to purchase licenses by executing Order Form(s) and to create User accounts and otherwise administer your use of the Hosted Service.

1.17 “**Order Form**” means a written form evidencing a subscription for the Hosted Service and any subsequent subscriptions and related Professional Services (as defined below), specifying the number of Users, the products and Services contracted for, and applicable fees, billing periods and other charges. Each Order Form is incorporated by reference into this Agreement. Except as specifically provided herein, in the event of a conflict between the terms and conditions of this MSA and the terms of an Order Form, the terms of the Order Form will prevail. Orders entered into by you with a Reseller are subject to Section 7.7.

1.18 “**Professional Services**” or “**Services**” has the meaning set forth under the Professional Services Addendum in Appendix B.

1.19 “**Renewal Term**” means a period, during which this Agreement is extended, the first of which, if any, begins upon expiration of the Initial Term as set forth in an Order Form and as further described in Section 8.1.

1.20 “**Reseller**” means a rebiller, reseller, or other BlackLine partner authorized by BlackLine to offer the Hosted Service governed by this MSA under an order between you and the Reseller.

1.21 “**Term**” means the Initial Term together with all Renewal Term(s).

1.22 “**Third Party Application**” means applications, integrations, implementations or other consulting services, procured by You and provided by a party other than BlackLine, that can be used in connection with the Hosted Service.

1.23 “**User**” means Customer’s and Customer’s Affiliates’ employees, consultants, contractors and agents authorized by you to use the Hosted Service, and to whom you (or BlackLine at your request) have supplied a user identification and password.

## **2. Access and Use Rights; Restrictions.**

**2.1 License Grant.** BlackLine authorizes you and your Users to access and use the Hosted Service during the Term stated in the applicable Order Form(s), solely for Customer’s own internal business purposes in accordance with the Documentation, subject to the terms of this Agreement. All rights not expressly granted to you are reserved by BlackLine. Individual User licenses may not be shared or used by more than one individual User but may be reassigned to new Users replacing former Users who no longer use the Hosted Service. The rights granted to you in this Section 2.1 are non-exclusive, non-sublicensable and non-transferable.

**2.2 Restrictions.** You will not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Hosted Service; (ii) modify or make derivative works based upon the Hosted Service or otherwise violate BlackLine’s Intellectual Property Rights in the Hosted Service; (iii) create Internet "links" to the Hosted Service (other than internal links to the Hosted Service login display for your own internal business purposes); (iv) reverse engineer the Hosted Service; (v) access the Hosted Service for any benchmarking or competitive purposes; (vi) build a competitive product or service; (vii) build a product using similar ideas, features, functions or graphics of the Hosted Service; (viii) copy any ideas, features, functions or graphics of

the Hosted Service; (ix) send or store infringing, obscene, threatening, libelous or otherwise unlawful or tortious material to the Hosted Service; (x) send or store material containing viruses, worms, Trojan horses, spam or other harmful computer code, files, scripts, agents or programs to or from the Hosted Service; (xi) interfere with or disrupt the integrity or performance of the Hosted Service or the data contained in it, including engaging in denial of service attacks; (xii) attempt to gain unauthorized access to the Hosted Service or its systems or networks; or (xiii) use the Hosted Service in violation of applicable law.

**2.3 Affiliates' Rights.** Unless otherwise set forth in an applicable Order Form, your Affiliates may use the Hosted Service to the same extent you may use the Hosted Service, and may access the same without additional charge to you (subject to the limitations set forth herein); provided however, that you will be responsible for the compliance of all such Affiliates with the terms and conditions of this Agreement, as if such Affiliates were parties hereto. All rights granted to an Affiliate hereunder will automatically cease upon that Affiliate ceasing to be your Affiliate.

**2.4 Suspension for Ongoing Harm.** BlackLine may, with reasonable notice to you if possible, suspend your access to the Hosted Service if BlackLine reasonably concludes that your instance of the Hosted Service is being used to engage in denial of service attacks, spamming, misappropriation of the third party rights or illegal activity, and/or that use of your instance of the Hosted Service is causing immediate, material and ongoing harm to BlackLine or others. In the extraordinary event BlackLine suspends your Hosted Service access, BlackLine will use commercially reasonable efforts to limit the suspension to the offending portion of the Hosted Service and work with you to resolve the issues causing such suspension. You agree that BlackLine shall not be liable for any suspension of the Hosted Service under the circumstances described in this Section.

**2.5 Use of Robotic Process Automation (“RPA”) Bots.** You may use RPA bots to access the Hosted Service subject to the terms of this Agreement and the following conditions:

(i) You shall provide advance written notice to BlackLine of any RPA bot usage and the RPA bot shall identify themselves using a special “User-Agent” HTTP header: Mozilla/5.0 (compatible; {company name}bot[/version]; +{URL or email address});

(ii) Each Customer RPA bot accessing the Hosted Service shall be deemed a User under this Agreement;

(iii) BlackLine does not support and disclaims all responsibility for your use of RPA bots;

(iv) You shall provide feedback to BlackLine concerning your use of RPA bots as reasonably requested by BlackLine from time to time;

(v) BlackLine reserves the right at its sole discretion and without advance notice to: (a) throttle and/or deactivate RPA bot Users as a result of their impact on the performance of the Hosted Service; and/or (b) update the Hosted Service UI, with BlackLine taking no responsibility for any impact on your usage of RPA bots as a result; and

(vi) BlackLine may modify how BlackLine charges for RPA bot Users upon the conclusion of the then-current Term.

**2.6 Use of BlackLine APIs.** If you wish to access BlackLine APIs or develop Customer Applications, you may do so by following the documentation and requirements established in BlackLine’s Developer Portal available at <https://developer.blackline.com>, as such link may be updated from time-to-time. You agree to only incorporate BlackLine APIs into a Customer Application for the sole purpose of accessing certain functionality subscribed to by you solely through the BlackLine API and the Hosted Service.

**2.7 Use of BlackLine’s Mobile Applications.** Users may access certain portions of the Hosted Service through mobile applications made available on third-party marketplaces. Such access will be deemed use of the Hosted Service under this Agreement but may be subject to additional terms governing the third-party marketplace.

### 3. Responsibilities.

#### 3.1 Your Responsibilities.

**3.1.1 Use of the Hosted Service.** You will: (a) be responsible for all activity occurring under your User accounts; (b) use commercially reasonable efforts to prevent unauthorized access to or use of the Hosted Service, and notify BlackLine promptly of any such unauthorized access or use; (c) use the Hosted Service only in accordance with the Documentation and applicable laws and government regulations; and (d) provide BlackLine with all reasonably available information if you report a non-conformance in the Hosted Service so that BlackLine may diagnose and remedy such non-conformance. BlackLine reserves the right to verify that your use of the Hosted Service has not exceeded the cumulative number of licenses specified on all Order Forms. If BlackLine determines that your use of the Hosted Service has exceeded the cumulative number of licenses specified on all Order Forms, BlackLine will so notify you, and the parties will execute an Order Form for a sufficient number of licenses to establish compliance with the terms of the Agreement within thirty (30) days after notice.

**3.1.2 Bring Your Own Data.** You will be responsible for any Customer Data that you upload in the Hosted Service, and in particular, it is your sole responsibility to ensure that your Customer Data is collected and further processed in compliance applicable law. The Hosted Service is designed for financial information only. Customer acknowledges and agrees that BlackLine is neither responsible for knowing what type of information may be created, stored, used or managed by Customer in connection with the Hosted Service, nor for knowing or investigating which laws may or may not apply to such information. Customer shall not provide, disclose, or transfer to Blackline, or process via, or submit to, the Hosted Service any Customer Data that includes any "protected health information," as such term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended by the 2009 Health Information Technology for Economic and Clinical Health (HITECH) Act, and their implementing regulations ("HIPAA") or that is subject or regulated by HIPAA.

**3.1.3 Backup.** You acknowledge that any failure to regularly backup your computer systems may significantly decrease your ability to mitigate any harm or damage arising from any problem or error in the Hosted Service or the provision of Professional Services under this Agreement.

**3.1.4 Third Party Applications.** You may choose to use or procure Third Party Applications in connection with your use of the Hosted Service. Your use or procurement of such Third Party Applications is subject solely to an agreement between you and the relevant third party provider and it is your sole responsibility to review any agreement provided by the applicable third party provider governing your use or procurement of any Third Party Application. BlackLine is not responsible for any aspect of such Third Party Applications that you use to connect to the Hosted Service, or any interoperation, descriptions, promises or other information related to the foregoing. If you install or enable Third Party Applications for use with the Hosted Service, you agree that BlackLine may enable such third party providers to access and use Customer Data for the interoperation of such Third Party Applications with the Hosted Service, which may include transmitting, transferring, modifying or deleting Customer Data, or storing Customer Data on systems belonging to the third party provider(s) or other third parties. Any exchange of data or other interaction between you and a third party provider is subject to the terms and conditions of your agreement with such third party provider (including those terms and conditions related to security and privacy) and BlackLine shall not be responsible for any access to or use of Customer Data by Third Party Applications or third party providers. BLACKLINE DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY THIRD PARTY APPLICATION (WHETHER RELATED TO SUPPORT, AVAILABILITY, SECURITY, PRIVACY OR OTHERWISE) AND FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTY PROVIDERS. BLACKLINE DOES NOT WARRANT ANY SUCH THIRD PARTY APPLICATIONS.

#### 3.2 BlackLine's Responsibilities.

**3.2.1. Provision of Hosted Service.** BlackLine will: (a) make the Hosted Service available to you pursuant to this Agreement and the applicable Order Forms and Documentation; and (b) provide support as set forth at <https://www.blackline.com/support/service-level/> at no additional charge ("Essential Support"), or an upgraded level of support if purchased. BlackLine reserves the right to modify its Essential Support with commercially reasonable prior notice to you.

**3.2.2 Protection of Customer Data.** BlackLine will maintain administrative, physical and technical safeguards designed to protect the security, confidentiality and integrity of your Customer Data. The safeguards will include, but will not be limited to, measures intended to prevent unauthorized access, use, modification or disclosure of Customer Data. BlackLine shall only access your Customer Data: (a) to provide and support your use of the Hosted Service and to prevent or address service or technical problems; (b) as you expressly permit in writing; (c) as set forth in this Agreement; or (d) in order to comply with applicable law. BlackLine reserves the right to change hosting providers, provided that any successor hosting provider conforms to BlackLine's facility, security and audit requirements related thereto. BlackLine will make available to Customer its annual SSAE-18 / ISAE 3402 (or successor type) audit report covering BlackLine's operations and shall take prompt action to address any exception identified in such reports.

**3.2.3 BlackLine Personnel.** BlackLine will be responsible for the performance of its personnel (including employees and contractors) and their compliance with the obligations set forth in this Agreement.

**4. Customer Data.** Customer Data is your Confidential Information and will not be accessed, used or disclosed by BlackLine except as explicitly set forth herein. You have sole responsibility for the entry, deletion, correction, accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to use the Customer Data. BlackLine will not be responsible for any destruction, damage, loss or failure to store any Customer Data beyond its reasonable control or resulting from a failure in data transmission or operation of the Hosted Service by you. If a written request is made by you prior to the expiration or termination of this Agreement, BlackLine will make a file of the Customer Data available to you within thirty (30) days of such expiration or termination. Customer hereby instructs BlackLine to delete all Customer Data from BlackLine's systems (including any backups) in accordance with applicable law upon expiration or termination of this Agreement. BlackLine will comply with this instruction as soon as reasonably practicable, but in no case in excess of a period of 180 days except as otherwise required by applicable law.

**5. Statistical Data.** Subject to the obligations of confidentiality under this Agreement, BlackLine may monitor, collect and use (i) data pertaining to the use of the Hosted Service; and (ii) aggregated data derived from Customer Data, provided that Customer cannot be identified as the source of such data (collectively "Statistical Data").

**6. Ownership of Intellectual Property Rights.** You own all right, title and interest, including all related Intellectual Property Rights, in and to all Customer Data. BlackLine owns all right, title and interest, including all related Intellectual Property Rights, in and to the BlackLine Technology, Content, the Hosted Service, Statistical Data and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you relating to the Hosted Service. BlackLine's name and logo, and the product names associated with the Hosted Service are trademarks of BlackLine, and no right or license is granted to use them under this Agreement.

## **7. Fees and Payments.**

**7.1 Payment Obligations.** Unless otherwise set forth in an applicable Order Form, BlackLine charges and collects payment in advance for use of the Hosted Service. In accordance with the initial Order Form, you will pay all fees and charges in accordance with the terms contained in each Order Form. All payment obligations are non-cancelable and fees paid are non-refundable except as expressly set forth in Sections 8.4 and 10.1. You are responsible for paying for all fees as set forth in an applicable Order Form, whether or not applicable licenses are actively used. Your designated License Administrator may add licenses by executing an additional Order Form online or in hardcopy form. Added licenses will be subject to the following: (i) added licenses will be coterminous with the then-current Term; and (ii) unless set forth in an applicable Order Form, the license fee for the added licenses will be the same as the fee applicable to your then-existing Users, prorated for the remainder of the current billing period. Unless otherwise set forth in an applicable Order Form, BlackLine reserves the right to modify its fees, effective as of the end of the then-current Term upon at least forty-five (45) days prior notice to you, which notice may be provided by e-mail.

**7.2 Excess Data Storage Fees.** Unless otherwise stated in an applicable Order Form, the maximum disk storage space provided to you without additional charge is 2 GB per User for Hosted Service subscriptions. If your usage exceeds these storage limits, you will be charged \$5 per month for each additional 1 GB of Customer Data stored.

**7.3 Billing Information.** You agree to provide BlackLine with complete and accurate billing and contact information including your legal company name, street address, e-mail, and name and telephone number of an

authorized billing contact and License Administrator(s). You agree to update this information within thirty (30) days of any change to it. All fees are billed in U.S. dollars unless otherwise specified in writing by the parties. If you wish to use a third-party payment portal system, all necessary portal information (and purchase orders if applicable) must be provided to BlackLine within ten (10) days of the Effective Date. Failure to provide such information within the time period specified may lead to a late payment charge and/or suspension as set forth in Section 7.5 below.

**7.4 Payment Disputes.** If you believe your bill is incorrect or wish to dispute any charges contained therein, you must notify BlackLine in writing within sixty (60) days of the date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

**7.5 Late Payment and Suspension.** Delinquent invoices are subject to interest of one percent (1%) per month on any outstanding balance or the maximum permitted by law, plus expenses of collection. If a payment is not disputed in good faith (and in addition to its other rights), BlackLine reserves the right to terminate this Agreement or suspend your access to the Hosted Service if any delinquent payment is not received by BlackLine within thirty (30) days after notice to you of such delinquency. You will continue to be charged for your licenses during any period of suspension.

**7.6 Taxes.** BlackLine's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction based on amounts paid or payable under the Agreement (collectively, "Taxes"). You are responsible for paying all Taxes associated with your use of the Hosted Service. If BlackLine has the legal obligation to pay or collect Taxes for which you are responsible under this Section, BlackLine will invoice you and you will pay that amount unless you provide BlackLine with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, BlackLine is solely responsible for taxes assessable against BlackLine based on its net income, property and employees. If you are required by law to withhold income or corporation tax ("Withholding Tax") from any gross payment to BlackLine, you will withhold or deduct such tax from the gross amount to be paid and provide BlackLine with a receipt from the relevant tax authority to which it has been paid. If there is an applicable double tax treaty providing for an exemption from or reduction of Withholding Tax, you will request from BlackLine any required documentation to apply such benefit prior to the payment deadline.

**7.7 Reseller Orders.** If you make any purchases through a Reseller: (a) instead of paying BlackLine, you will pay the applicable amounts to the Reseller, as agreed between you and the Reseller in your order with the Reseller.; (b) your order details (e.g., Hosted Service you are entitled to use, support, the number of Users, the Order Term, etc.) will be as stated in the Order Form placed with BlackLine by the Reseller on your behalf, and Reseller is responsible for the accuracy of any such Order Form as communicated to BlackLine; (c) if you are entitled to a refund under this Agreement, then unless BlackLine otherwise specifies, BlackLine will refund any applicable fees to the Reseller, and the Reseller will be solely responsible for refunding the appropriate amounts to you; (d) Resellers are not authorized to modify this MSA or make any promises or commitments on behalf of BlackLine, and BlackLine is not bound by any obligations to you other than as set forth in this MSA; (e) the amount paid or payable by the Reseller to BlackLine for your use of the applicable Hosted Service under this Agreement will be deemed the amount actually paid or payable by you to BlackLine under this MSA for purposes of calculating the limits of liability under this MSA.

## **8. Term and Termination.**

**8.1 Term.** This Agreement commences on the Effective Date and will continue for the Initial Term and all Renewal Terms.

**8.2 Renewal.** Upon the expiration of the Initial Term and each subsequent Renewal Term, the Agreement will automatically renew for a Renewal Term and BlackLine will issue you an invoice for such Renewal Term, unless (a) you have previously provided BlackLine with at least thirty (30) days' written notice prior to the end of the then-current Term that you elect not to renew the Agreement, or (b) BlackLine has provided you at least one hundred and eighty (180) days' written notice prior to the end of the then-current Term that BlackLine has elected not to renew the Agreement. The charge for the Renewal Term will be equal to the then-current number of licenses times the recurring license fees in effect during the prior Term, plus any other recurring fees set forth in a prior signed Order Form, unless (i) BlackLine has given you prior notice of a fee increase as set forth in Section 7.1, which will be effective upon renewal, or (ii) the parties have executed an Order Form effective upon the renewal date which describes a modified subscription for the Renewal Term. You may reduce the number of licenses, or reduce or cancel BlackLine products,

effective only upon the expiration of the then-current Term by providing BlackLine with at least thirty (30) days prior written notice. Fees for other Professional Services will be charged on an as-quoted basis.

**8.3 Termination.** Either party may terminate this Agreement for cause: (i) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (iii) immediately if the other party infringes the Intellectual Property Rights of that party.

**8.4 Refund or Payment on Termination.** If you terminate this Agreement pursuant to Section 8.3, BlackLine will issue you a prorated refund for payment previously received by BlackLine corresponding to any period after the effective date of such termination. If BlackLine terminates this Agreement pursuant to Section 8.3, you will pay any unpaid fees covering the remainder of the then-current Term. In no event will any termination relieve you of the obligation to pay any fees payable to BlackLine for the period prior to the effective date of termination.

## **9. Representations & Warranties.**

**9.1 General.** Each party represents and warrants that: (a) it has the power to enter into and perform this Agreement; (b) this Agreement's execution has been duly authorized by all necessary corporate action of the party; (c) this Agreement constitutes a valid and binding obligation on it, enforceable in accordance with its terms; and (d) neither it nor its employees or agents has offered or will offer any illegal bribe, kickback, payment, gift, or thing of value in connection with this Agreement.

**9.2 Compliance with Laws.** Each party is solely responsible for, and agrees to comply with, all applicable laws, statutes, ordinances, and other governmental authority, however designated, with respect to, as applicable, the use of and access to the Hosted Service or the provision of the Hosted Service, including without limitation United States government laws, regulations, orders or other restrictions regarding export from the United States and re-export from other jurisdictions of software, technical data and information or derivatives of such software, or technical data and information. BlackLine is not responsible for determining whether the Hosted Service is sufficient for Customer's compliance with any applicable law. The Hosted Service may be subject to export laws and regulations of the U.S. and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer will not permit Users to access or use the Hosted Service in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

**9.3 BlackLine's Warranties.** BlackLine warrants that, when used in accordance with the Documentation, the Hosted Service will perform substantially in accordance with the Documentation. If BlackLine breaches the foregoing warranty, then BlackLine shall use commercially reasonable efforts to remedy the non-conformance.

**9.4 Remedies.** If, despite its commercially reasonable efforts, BlackLine is unable to remedy the non-conformance as set forth in Section 9.3, then your sole remedy, and BlackLine's sole liability, will be the termination of this Agreement for cause in accordance with Section 8.3 and a refund payment in accordance with Section 8.4.

## **10. Mutual Indemnification.**

**10.1 BlackLine's Indemnification of You.** BlackLine will indemnify and defend you and your parents, subsidiaries, Affiliates, officers, directors, employees, attorneys and agents against any and all costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of a claim by a third party alleging that the Hosted Service used in accordance with this Agreement infringes its Intellectual Property Rights. BlackLine will have no liability or indemnification obligation with respect to any claim based upon (i) the combination, operation or use of technology, data or process(s) not provided by BlackLine where such claim or infringement would not have occurred in the absence of such combination (in which case you shall indemnify BlackLine for any such claims); (ii) any information, component or application provided or made available by you or any third party; (iii) any modification of the Hosted Service by a party other than BlackLine or our authorized agents; or (iv) your continuance of allegedly infringing activity after being notified thereof, or after being notified of modifications (to be made at no cost) that would have avoided the alleged infringement. If BlackLine is required to indemnify you for infringement of a third party's Intellectual Property Rights in accordance with this Section, or if BlackLine reasonably believes the Hosted Service may infringe a third party's Intellectual Property Rights, then BlackLine may, in its sole discretion: (x) modify

the Hosted Service so that it no longer infringes; (y) obtain a license for your continued use of the Hosted Service; and/or (z) remove the infringing component from the Hosted Service. If, despite its commercially reasonable efforts to do so, BlackLine is unable to perform (x), (y) or (z), then BlackLine may terminate your Agreement upon ninety (90) days advance written notice to you, in which case BlackLine shall issue to you a prorated refund for any prepaid fees covering the remainder of the then-current term after the effective date of termination. The rights and remedies granted to you under this Section state BlackLine's entire liability, and your sole and exclusive remedy, with respect to an infringement by BlackLine of a third party's Intellectual Property Rights.

**10.2 Your Indemnification of BlackLine.** You will indemnify and defend BlackLine and its parents, subsidiaries, Affiliates, officers, directors, employees, attorneys and agents against any and all costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of a claim (a) by a third party alleging that the Customer Data infringes its Intellectual Property Rights or violates applicable laws and/or regulations, or (b) related to your use of a Third Party Application, or content you submit to or publish on any Third Party Application. The rights and remedies granted to BlackLine under this Section 10 state your entire liability, and BlackLine's sole and exclusive remedy, with respect to an infringement by you of a third party's Intellectual Property Rights.

**10.3 Indemnification Procedures.** In the event of an indemnity obligation under this Section 10, the indemnified party shall: (i) promptly notify the indemnifying party in writing of such claim; (ii) allow the indemnifying party sole control of its defense and settlement (provided that a party may not settle or defend a claim unless it unconditionally releases the other party of all liability to any third party); and (iii) provide the indemnifying party all available information and reasonable assistance at the indemnifying party's cost. A party's indemnification obligations are expressly conditioned upon the indemnified party's compliance with this Section 10.3, provided that, the failure to provide notice of a claim will not limit the rights of an indemnified party hereunder except to the extent that such failure materially prejudices the ability of the indemnifying party to defend such claim.

**11. Disclaimer.** THE EXPLICIT REPRESENTATIONS AND WARRANTIES IN SECTION 9 ARE THE PARTIES' COMPLETE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES. BLACKLINE DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. OTHER THAN AS SET FORTH HEREUNDER, BLACKLINE DOES NOT WARRANT THAT THE HOSTED SERVICE WILL BE ERROR-FREE OR BE PROVIDED (OR BE AVAILABLE) WITHOUT INTERRUPTION. USE OF THE HOSTED SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET WHICH ARE BEYOND BLACKLINE'S CONTROL. BLACKLINE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS, INCLUDING BUT NOT LIMITED TO LOSS OF DATA.

## **12. Limitation of Liabilities and Damages Cap.**

**12.1 Exclusion of Damages.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, LOST DATA, OR ANY OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION, OR GOODWILL) OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE), OR OTHERWISE (INCLUDING IF A PARTY'S REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE.

**12.2 Liability Cap.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, WARRANTY, AND OTHER CONTRACT OR TORT CLAIMS), WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU UNDER THE ORDER FORM IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT(S) GIVING RISE TO SUCH CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.



**12.3 Exceptions.** The subsections above shall not apply to: (a) Customer's obligation to pay amounts due under this Agreement; (b) a party's obligations in Section 10 (Indemnification); and (c) your violation of Section 2.

**13. Confidentiality.** The Receiving Party will use at least the same degree of care in protecting the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than a reasonable standard of care. The Receiving Party shall: (i) not use or disclose the Disclosing Party's Confidential Information except as permitted under this Agreement; and (ii) limit access to the Disclosing Party's Confidential Information to its, and its Affiliates', employees and contractors who need such access to perform their duties hereunder and who owe a duty of confidentiality to the Disclosing Party with protections no less stringent than those set forth in this Agreement. The Receiving Party may disclose the Disclosing Party's Confidential Information to the extent compelled by law to do so, provided that the Receiving Party uses reasonable efforts to give the Disclosing Party prior notice of the compelled disclosure and reasonable assistance, at the Disclosing Party's cost, in order to permit the Disclosing Party to contest or limit the disclosure. The foregoing confidentiality obligations shall survive termination of this Agreement, regardless of cause.

**14. Publicity.** BlackLine may identify you as a customer and use your logo in connection with sales, marketing, or promotional activities (including on our web site) without Customer's prior written consent.

**15. Notice.** BlackLine may give notice regarding operational aspects of the Hosted Service by means of a general notice on the Hosted Service, electronic mail to your e-mail address on record with BlackLine, or both. Any other notice by one party to the other hereunder will be by written communication sent by first class mail or reputable overnight delivery service and such notice will be deemed to have been given upon receipt (if sent by overnight delivery service), five (5) business days after mailing (if sent by first class mail). Notice to BlackLine will be addressed to the address specified in Appendix A. Notice to you will be addressed to your address on record in BlackLine's account information.

**16. Assignment; Change in Control.** This Agreement, and the rights and obligations hereunder, may not be assigned by either party, whether by operation of law or otherwise, without the prior written consent of the other party, which will not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a competitor of the other party. In the event of an assignment as described in the preceding sentence, the assigning party shall provide the other party with written notice of the assignment. Neither party may assign this Agreement to a competitor of the other party without that other party's consent. A party's sole remedy for any purported assignment in breach of this Section shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party.

**17. Protection of Personal Data.** The terms of the data processing addendum at <https://www.blackline.com/legal/data-privacy-addendum> ("DPA") posted as of the Effective Date are hereby incorporated by reference. To the extent personal data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by BlackLine or its sub-processors, the applicable transfer mechanism (e.g., Standard Contractual Clauses) shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer is the data exporter. Customer's acceptance of this Agreement shall be treated as its execution of the Standard Contractual Clauses and their Appendices. For the purposes of this Section, the terms "personal data," "processed," "sub-processors," "transfer mechanism" and "data exporter" shall have the meaning given to them in the DPA.

## **18. Governing Law, Jurisdiction/Venue, and Arbitration.**

**18.1 Governing Law; Jurisdiction.** Each party agrees to the governing law, without regard to the choice or conflicts of law provisions of any jurisdiction and to the exclusive jurisdiction and venue for disputes, as set out in Exhibit A.

**18.2. Arbitration.** Unless resolved amicably between the parties, any and all disputes, controversies, or differences which may arise between the parties, out of or in relation to or in connection with this Agreement, or the breach thereof, shall be solely and finally settled by binding arbitration pursuant to the then-current rules of JAMS. Such arbitration shall be held in the location of exclusive jurisdiction, and venue as set out in Appendix A. The arbitration shall be conducted by a single arbitrator, who shall be knowledgeable in the subject matter hereof. The

parties shall agree upon the selection of the arbitrator, but if the parties cannot agree on such selection within ten (10) days following the submittal of a demand for arbitration by a party, then the arbitrator shall be selected by JAMS. The arbitrator will provide a written explanation to the parties of any arbitration award. Any decision rendered by the arbitrator shall be binding, final and conclusive upon the parties, and a judgment thereon may be entered in, and enforced by, any court having jurisdiction over the party against which an award is entered or the location of the assets of such party, and the parties hereby irrevocably waive any objection to the jurisdiction of such courts based on any ground, including without limitation, improper venue or forum non conveniens. The parties and the arbitrator shall be bound to maintain the confidentiality of this Agreement, the dispute and any award, except to the extent necessary to enforce any such award. Notwithstanding each party agreeing to arbitrate, you acknowledge that your material breach of this Agreement may cause BlackLine irreparable harm for which there may be no adequate remedy at law, and that under such circumstances, we shall be entitled to equitable relief by injunction or otherwise in any court having jurisdiction, without the obligation of posting any bond or surety.

## **19. General Provisions.**

**19.1 Entire Agreement.** This Agreement comprises the entire agreement between you and BlackLine and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Neither party has made any oral or written statements that are not included in this Agreement that in any way induced the other party into entering into this Agreement. No text or information set forth on any purchase order, preprinted form or document (other than an executed Order Form, if applicable) will add to or vary the terms and conditions of this Agreement.

**19.2 Modifications.** No modification or amendment of this Agreement shall be effective unless in writing and signed by the parties, provided that if this Agreement is assented to by you via click-through, BlackLine may modify such click-through version by sending a notice to the email address on record with BlackLine or by otherwise notifying you in accordance with Section 15.

**19.3 Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

**19.4 Relationship of the Parties.** No joint venture, partnership, employment, or agency relationship exists between you and BlackLine as a result of this Agreement.

**19.5 Waiver.** The failure of either party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by that party in writing.

**19.6 Future Functionality.** You agree that your purchase of the Hosted Service is based on its current functionality and features, and is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by BlackLine regarding any future functionality or feature.

**19.7 Resolution of Disputes.** Except where a party is seeking a remedy related to claims of misappropriation or ownership of Intellectual Property Rights, each party agrees that before it brings any dispute, action, claim or cause of action, it shall provide written notice to the other party of the specific issue(s) in dispute. Within seven (7) days after such notice knowledgeable executives of the parties shall hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith to resolve such matter.

**19.8 Survival.** The following Sections will survive the termination or expiration of the Agreement: Definitions, Restrictions, Ownership of Intellectual Property Rights, Fees and Payments, Term and Termination, Mutual Indemnification, Disclaimer, Limitation of Liabilities, Confidentiality, Notice and Governing Law and Arbitration.

**20. Additional Documents.** The following is hereby incorporated into this Agreement by reference.

- Appendix A: Region Specific Terms
- Appendix B: Professional Services Addendum

## Appendix A – Region Specific Terms

**1. BlackLine Region Contract Terms.** The address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the jurisdiction and venue of such dispute or lawsuit, shall depend on where the Customer is domiciled. For purposes of this Section, “domiciled” means the principal place from which the business of Customer is conducted, directed, or managed.

<b>If the Customer is domiciled in:</b>	<b>Governing Law is:</b>	<b>Exclusive Jurisdiction/Venue shall be:</b>	<b>Notice shall be addressed to BlackLine at:</b>
United States, Mexico, Central America, South America, or the Caribbean	California, United States	Los Angeles, California United States	21300 Victory Blvd 12th Floor, Woodland Hills, CA, 91367-7734, United States, Attention: Legal
Canada	British Columbia, Canada	Vancouver, Canada	21300 Victory Blvd 12th Floor, Woodland Hills, CA, 91367-7734, United States, Attention: Legal
Europe, Middle East, or Africa (other than France, Germany, Netherlands, and United Kingdom)	England & Wales	London, England	21300 Victory Blvd 12th Floor, Woodland Hills, CA, 91367-7734, United States, Attention: Legal
France	France	Paris, France	21300 Victory Blvd 12th Floor, Woodland Hills, CA, 91367-7734, United States, Attention: Legal
Germany	German	Frankfurt, Germany	21300 Victory Blvd 12th Floor, Woodland Hills, CA, 91367-7734, United States, Attention: Legal
Netherlands	Netherlands	Amsterdam, Netherlands	21300 Victory Blvd 12th Floor, Woodland Hills, CA, 91367-7734, United States, Attention: Legal
United Kingdom	England & Wales	London, England	21300 Victory Blvd 12th Floor, Woodland Hills, CA, 91367-7734, United States, Attention: Legal
Asia or the Pacific region including Australia or New Zealand (other than Japan)	New South Wales, Australia	New South Wales, Australia	21300 Victory Blvd 12th Floor, Woodland Hills, CA, 91367-7734, United States, Attention: Legal

Japan	Japan	Tokyo, Japan	21300 Victory Blvd 12th Floor, Woodland Hills, CA, 91367-7734, United States, Attention: Legal  With copy to  Midtown Tower, 9-7-1, Akasaka, Minato-ku, Tokyo, Attention: Representative Director
Any other country	California, United States	Los Angeles, California United States	21300 Victory Blvd 12th Floor, Woodland Hills, CA, 91367-7734, United States, Attention: Legal

**2. Translations.** The MSA and any related documents may be translated into one or more languages; however, the English translation shall be the official version and shall prevail over all other translations.

**3. Local Law Requirements – Europe.** If Customer is domiciled in Europe, Section 17.2 (Arbitration) of the Master Subscription Agreement shall not apply.

**4. Local Law Requirements – Japan.** If Customer is domiciled in Japan, the following provision(s) shall be applicable: (1) Anti-social Forces. Each party hereby represents and warrants to the other party that (a) its officers or employees are not, or are not associated with any anti-social forces (hanshakaitekiseiryoku), (b) no anti-social forces are involved with its management, and (c) it or its officers or employees do not, directly or indirectly, have monetary or other relationship with any anti-social forces, or provide funds under any name to or support any anti-social force, and covenant to the other party that it shall not do anything which may result in any of the items described above. Each party may promptly terminate the Agreement by notice to the other party in case of breach of the representations and warranties or covenants set forth in this Section.

## Appendix B – Professional Services Addendum

This Professional Services Addendum (“**Addendum**”) is attached to and subject to the Agreement entered into by and between BlackLine and Customer and shall govern the Professional Services (as defined below) to be performed by BlackLine for Customer under the terms of this Addendum and an applicable SOW or Order Form.

**1. Definitions.** All capitalized terms used herein that are not otherwise defined shall have the meanings as given to them in the Agreement.

**1.1 “Professional Services” or “Services”** means work performed by BlackLine or its subcontractors under an SOW or Order Form.

**1.2 “SOW”** means, as applicable to this Addendum, a statement of work describing the Professional Services to be performed hereunder, that is entered into between Customer and BlackLine or which is incorporated into an applicable Order Form. SOWs or Order Forms will be deemed incorporated herein by reference.

### **2. Professional Services.**

**2.1 Scope of Professional Services.** BlackLine will provide to Customer the Professional Services specified in each SOW or Order Form (as applicable), subject to Customer’s payment of all applicable fees as set forth in the applicable SOW(s) and/or Order Form(s), and the terms of this Addendum.

**2.2 Professional Services.** Subject to the terms of the Agreement, BlackLine will perform the Professional Services in accordance with this Addendum and the applicable SOW(s) and/or Order Form(s). Professional Services are separate and apart from the Hosted Service, and neither party’s obligations in connection with the Hosted Service are dependent in any way on any Professional Services.

**2.3 Relationship to the Hosted Service.** This Addendum is limited to Professional Services and does not convey any right to use the Hosted Service. Any use of the Hosted Service by Customer will be governed by the Agreement. Customer agrees that its purchase of Professional Services is not contingent on the delivery of any future Hosted Service functionality or features.

### **3. Customer Obligations.**

**3.1 Cooperation.** Customer will cooperate reasonably and in good faith with BlackLine in its performance of Professional Services by, without limitation: (a) actively participating in scheduled project meetings; (b) timely responding to BlackLine’s inquiries related to the Professional Services; (c) assigning an internal project manager for each SOW or Order Form to serve as a primary point of contact for BlackLine; (d) allocating reasonably sufficient resources and timely performing any tasks reasonably necessary to enable BlackLine to perform its obligations under each SOW or Order Form; (e) timely delivering any materials and/or any other obligations required under each SOW or Order Form; and (f) providing complete, accurate, and timely information, data and feedback, all as reasonably required.

**3.2 Delays.** Any delay in the performance of Professional Services caused by Customer may result in delay as well as additional applicable hourly charges for BlackLine resource time.

**3.3 Onsite Professional Services.** If onsite Professional Services are included under an SOW or an Order Form, Customer will work with BlackLine to identify the dates for such onsite Professional Services at least 3-4 weeks in advance and, in a timely manner and at no charge to BlackLine, provide dedicated resources during such onsite visits reasonably sufficient to enable BlackLine to perform its obligations under the applicable SOW or Order Form.

**3.4 Customer Contractors.** Customer will be solely responsible for the performance of any contractors, consultants and other third parties engaged directly by Customer in connection with the Professional Services, and in no event will BlackLine be responsible for the acts or omissions of any third party engaged by Customer.

### **4. Change Orders.**

**4.1 Change Orders.** Changes to an SOW or Order Form will require a mutually executed change order effective between the parties prior to implementation of the changes (“Change Order”). Such changes may include, for example,

changes to the scope of work and any corresponding changes to the estimated fees and schedule. Change Orders will be deemed incorporated by reference in the applicable SOW or Order Form.

**4.2 Change Order Process.** Customer may request a modification to an SOW or Order Form by providing BlackLine written notice that describes in reasonable detail the requested modification and BlackLine will provide a written response within a reasonable amount of time. In the case BlackLine elects to proceed with the change requested by Customer or is itself requesting a change to an SOW or Order Form, BlackLine shall provide Customer with a Change Order form to be mutually agreed upon, which will include the estimated effort required to make the requested modification(s) and the impact on the estimated cost and specification(s) (“**Change Request Process**”).

## **5. Fees and Invoicing.**

**5.1 Fees.** Customer will pay BlackLine for the Professional Services at the rate(s) specified in the applicable SOW or Order Form. Professional Services are provided as provided in an applicable SOW or Order Form. Any amount set forth in a SOW or Order Form is solely a good-faith estimate for Customer’s budgeting and BlackLine’s resource-scheduling purposes and is not a guarantee that the Professional Services will be completed for that amount; the actual amount may be higher or lower. If the estimated amount is expended, BlackLine will continue to provide the Professional Services under the same applicable rates and terms.

**5.2 Incidental Expenses.** Customer will reimburse BlackLine for reasonable travel and out-of-pocket expenses incurred in connection with the Professional Services, so long as Customer has previously approved the expense or range of expenses in question. If an estimate of incidental expenses is provided in the applicable SOW or Order Form, BlackLine will not exceed such estimate without Customer’s written consent.

**5.3 Invoicing and Payment.** Fees invoiced monthly in arrears unless otherwise expressly stated in an applicable SOW or Order Form. Invoiced amounts will be due and as stated in the applicable SOW or Order Form. Customer is responsible for providing BlackLine with Customer’s complete and accurate billing and contact information and promptly notifying BlackLine of any changes to such information.

**5.4 Overdue Charges.** Subject to the “Payment Disputes” section below, if any invoiced amount is not received by BlackLine by the due date, then without limiting BlackLine’s other rights or remedies, (a) those charges may accrue interest at a rate of 1.0% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) BlackLine may condition future purchases of Professional Services on payment terms shorter than those specified in Section 5.3 (Invoicing and Payment).

**5.5 Suspension of Professional Services.** Subject to the “Payment Disputes” section below, if any amount owing by Customer under this or any other agreement for BlackLine’s Professional Services is thirty (30) days or more overdue, BlackLine may, without limiting its other rights and remedies, suspend BlackLine’s performance of the Professional Services until such amounts are paid in full.

**5.6 Payment Disputes.** BlackLine will not exercise its rights under the “Overdue Charges” or “Suspension of Professional Services” sections above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently with BlackLine to resolve the dispute.

## **6. Warranties and Disclaimers.**

**6.1 Warranty.** BlackLine warrants that the Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of the above warranty, Customer’s exclusive remedy and BlackLine’s entire liability will be the re-performance of the applicable Professional Services. If BlackLine is unable to re-perform the Professional Services as warranted, Customer will be entitled to recover the Professional Services fees paid to BlackLine for the deficient Professional Services. Customer must make any claim under the foregoing warranty to BlackLine prior to the completion of such Professional Services in order to receive the foregoing warranty remedies.

**6.2 Disclaimer.** THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## **7. Term.**

**7.1 Addendum Term.** This Addendum commences on the Effective Date and will remain in effect until terminated in accordance with the Agreement. To the extent there are SOWs or Order Forms in effect when a party terminates this Addendum, such SOWs or Order Forms shall continue to be governed by this Addendum as if it had not been terminated until the Professional Services under such SOW or Order Form have been completed, or the Agreement has been terminated for cause in accordance with the Agreement. Termination of an SOW or Order Form for any reason will not terminate any other SOW or Order Form, or other agreement between the parties (including, without limitation, the Agreement).

**7.2 SOW Term.** Unless otherwise provided for in an applicable SOW, the performance of the Professional Services contemplated by each SOW or Order Form shall commence on the effective date of the SOW or Order Form and will continue until the first of the following to occur: (i) the SOW or Order Form is terminated by either party in accordance with the Agreement, or (ii) the completion of the Professional Services.

**7.3 Payment Upon Termination.** Upon any termination of an SOW or Order Form, Customer will pay, in accordance with the Fees and Invoicing section of this Addendum, any unpaid fees and expenses incurred on or before the termination date.

**8. Limitation of Liability.** SOLELY AS IT RELATES TO BLACKLINE'S LIABILITY ARISING FROM OR RELATING TO PROFESSIONAL SERVICES, WHETHER SUCH DAMAGES ARE BASED ON TORT, CONTRACT OR ANY OTHER LEGAL THEORY, BLACKLINE'S TOTAL LIABILITY SHALL NOT EXCEED THE PROFESSIONAL SERVICES FEES PAID TO BLACKLINE UNDER AN ORDER FORM OR SOW IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT(S) GIVING RISE TO SUCH CLAIM. The foregoing limitations will apply even if the above stated remedy fails its essential purpose.

## **9. General.**

**9.1 Entire Agreement and Order of Precedence.** This Addendum is the entire agreement between BlackLine and Customer regarding BlackLine's performance and Customer's receipt of Professional 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 Addendum will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable SOW or Order Form, (2) any exhibit, schedule or appendix to this Addendum, (3) the body of this Addendum and (4) the MSA.

**9.2 Subcontractors.** BlackLine may, in its reasonable discretion, use subcontractors to perform any of its obligations hereunder. BlackLine will be responsible for the performance of Professional Services by its personnel (including employees and contractors) and their compliance with BlackLine's obligations under this Addendum.

**9.3 Surviving Provisions.** The sections titled "Fees and Invoicing", "Warranties and Disclaimers", "Term", "Limitation of Liability" and "General" will survive any termination or expiration of this Addendum.