

## End User License Agreement (AWS Marketplace)

This End User License Agreement (the “Agreement”) is entered into by Salesloft, Inc. (“Salesloft”) and the entity (“Customer”) that subscribes to or purchases Salesloft’s Services (collectively, the “Parties”) through AWS Marketplace, and governs Customer’s access to and use of such Services. This Agreement is effective as of the date Customer enters into an Order Form that references this Agreement (the “Effective Date”).

THE INDIVIDUAL ENTERING INTO THIS AGREEMENT ON BEHALF OF ITS EMPLOYER OR ANOTHER LEGAL ENTITY REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT.

The Parties agree as follows:

### 1. DEFINITIONS

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“AWS Marketplace” means a marketplace operated by Amazon Web Services, Inc., which is currently located at <https://aws.amazon.com/marketplace/>, as it may be updated from time to time.

“Beta Services” means Salesloft services that are not generally available to customers.

“Customer Data” means electronic data and information submitted, transferred, or uploaded by or for the Customer to the Subscription Services or collected from third parties by Customer through access or usage of the Subscription Services, and processed by Salesloft on Customer’s behalf (including information the Subscription Services may obtain from Third Party Applications).

“Data Processing Addendum” or “DPA” means the current Salesloft Data Processing Addendum made available at <https://salesloft.com/legal/>.

“Documentation” means the applicable Salesloft materials including user guides and other information relating to the Subscription Services, as may be updated from time to time and currently found at <https://help.salesloft.com/s/>.

“Malicious Code” means code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs, and Trojan horses.

“Order Form” means an ordering document executed by Customer and/or an online transaction completed by Customer through AWS Marketplace (including orders

completed by means of Customer's acceptance of a public or private offer within AWS Marketplace) for the purchase of access to any Subscription Services or Professional Services, including any SOWs, addenda, and supplements attached thereto.

"Professional Services" means onboarding, implementation, training, configuration, consulting, or other professional services ordered by Customer and to the extent described in a SOW or Order Form. For the avoidance of doubt, Professional Services are not tied to the subscription term of Subscription Services and also exclude standard maintenance and support included with the Subscription Services.

"Services" means the Subscription Services and Professional Services.

"SOW" means the statement of work further describing the Professional Services to be provided to Customer.

"Subscription Services" means the Salesloft web services that are ordered by Customer and made available online by Salesloft as specified in an applicable Order Form. Subscription Services include any Updates made available during the subscription term.

"Third Party Applications" means products, services, or information that interoperate with the Services and are provided by third parties and not by Salesloft.

"Updates" means modifications, updates, and changes which may be made by Salesloft to the Subscription Service which Salesloft makes generally available to its customers at no additional fee. Updates exclude new features, functions, and capabilities which are offered for an additional fee and must be specified in an Order Form or SOW.

"User" means an individual who is authorized by Customer to use a Service on Customer's or Customer Affiliate's behalf to whom Customer (or Salesloft at Customer's request) have supplied a user identification and password. Users may include, for example, Customer employees, consultants, contractors, and agents.

## 2. SALESLOFT RESPONSIBILITIES

2.1. Provision of Subscription Services. Subject to the terms and conditions of this Agreement and the applicable Order Form, Salesloft will (a) make the Subscription Services available to Customer in accordance with the Documentation, (b) provide Salesloft's standard support, as set forth in the Documentation, and (c) use commercially reasonable efforts to make the Subscription Services available 24 hours a day, 7 days a week, except for (i) any planned downtimes, or (ii) any unavailability caused by circumstances beyond Salesloft's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Salesloft employees), failure or delay of providers of Internet service or Third Party Applications, or denial of service attack.

2.2. Protection of Customer Data. Salesloft will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data located on Salesloft servers. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification, and disclosure of Customer Data by or to third parties lacking a valid username and password and by Salesloft personnel, except for actions by Salesloft personnel (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 7.3 (Compelled Disclosure) below, (c) as provided in Section 6.4, or (d) as Customer expressly permits in writing. A summary of these safeguards is currently available at <https://www.salesloft.com/legal/salesloft-security-measures-description>.

In addition, the Data Processing Addendum, where applicable, is hereby incorporated into and subject to the terms of this Agreement by reference.

2.3. Salesloft Personnel. Salesloft will be responsible for the performance of Salesloft's personnel (including Salesloft employees and contractors) and their compliance with Salesloft's obligations under this Agreement.

2.4. Beta Services. From time to time, Salesloft may invite Customer to try or otherwise make Beta Services available to Customer at no charge. Customer may accept or decline any such Beta Services in Customer's sole discretion. "Beta Services" will be clearly designated as beta, limited release, developer preview, non-production, evaluation, or by a description of similar import. Beta Services are for evaluation purposes only and are not for production use, are not supported, and may be subject to additional terms. Beta Services are not considered "Services" under this Agreement, provided however, all restrictions in this Agreement shall apply equally to Customer's use of Beta Services. Salesloft may discontinue Beta Services at any time in Salesloft's sole discretion and may or may not make them generally available. Beta Services are provided "as-is", without warranties of any kind. Salesloft will have no liability for any harm or damage arising out of or in connection with a Beta Service.

2.5. Professional Services. Professional Services, if applicable, shall be set forth in an Order Form, with a SOW attached. Salesloft agrees to perform the Professional Services in a timely and professional manner consistent with industry standards for like services and in accordance with the specifications of the applicable SOW. In the event of Salesloft's failure to comply with the obligations in this section, as Customer's sole and exclusive remedy, Salesloft shall correct or re-perform the noncomplying Professional Service. Each SOW shall be deemed to be part of the Agreement upon full execution of the same.

### 3. USE OF SUBSCRIPTION SERVICES

3.1. Subscriptions. Unless otherwise provided in the applicable Order Form, (a) Subscription Services are purchased as subscriptions, (b) additional Subscription Services may be added during a subscription term as agreed between the parties and

(c) any added Subscription Services will terminate on the same date as the underlying Subscription Services.

3.2. Usage Limits. Subscription Services are subject to usage limits, including, for example, the units and quantities specified in Order Forms and technical and functional requirements set forth within the Documentation. Where the applicable unit is based on Users, (a) a quantity in an Order Form refers to Users, and the Subscription Services may not be accessed by more than that number of Users, (b) a User's password may not be shared with any other individual, and (c) a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Subscription Services. If Customer exceeds a contractual usage limit, it will enter into an Order Form for additional quantities of the applicable Subscription Services, upgrade to the appropriate volume tier, or purchase the minimum quantity of units required, as applicable, promptly upon Salesloft's request.

3.3. Customer Responsibilities. Customer will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality, and legality of Customer Data and the means by which Customer acquires Customer Data and provides it to Salesloft, (c) be responsible for ensuring that Customer has all rights and consents necessary to collect and use Customer Data and to grant Salesloft the rights and licenses to Customer Data provided to Salesloft pursuant to this Agreement, including ensuring that data subjects/consumers have received all legally required notices, if applicable, (d) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Salesloft promptly of any such unauthorized access or use, (e) be responsible for appropriately configuring the Services to meet Customer's needs, (f) use the Services only in accordance with applicable laws and government regulations, (g) comply with terms of service of Third Party Applications with which Customer uses the Services, and (h) be responsible for ensuring that the designated system administrator(s) and billing contacts on behalf of Customer are and will remain current, complete, and accurate, including updating the administrators and contacts as necessary to comply with the foregoing obligation.

3.4. Usage Restrictions. Customer will not (a) make any Service available to, or use any Service for the benefit of, anyone other than Customer or Users, (b) sell, resell, license, sublicense, distribute, rent, or lease any Service, or include any Service in a service bureau or outsourcing offering, (c) provide access to the Services to a Salesloft direct competitor, (d) use a Service to store, transmit, solicit, or collect data that infringes the intellectual property or proprietary rights of a third party, violates a third-party's privacy rights, or that is illegal, tortious, fraudulent, discriminatory, harmful, or offensive, (e) use the Services to illegally record, intercept, or monitor communications, (f) use a Service to store or transmit Malicious Code, (g) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (h) attempt to gain unauthorized access to or perform security testing on any Service or its related systems or networks, (i) permit direct or indirect access to or use of any Service in a way that circumvents a contractual usage limit, (j) copy a Service or any part, feature, function, or user interface thereof, (k) frame or mirror any part of any Service, other than framing on

Customer intranets or otherwise for Customer's own internal business purposes, (l) access any Service or monitor the Services availability, performance or functionality in order to build a competitive product or service, or for any other benchmarking or competitive purposes, or (m) create derivative works of or reverse engineer any Service (to the extent such restriction is permitted by law).

3.5. Suspension. Salesloft retains the right to suspend the Services, Customer accounts, and User accounts in the event of any security threat or Customer's breach or threatened breach of any of the restrictions in Section 3. Salesloft will terminate any such suspension as soon as Salesloft determines that the risk underlying the suspension has been mitigated to Salesloft's satisfaction.

3.6. Use of the Services. Customer is responsible for identifying and authenticating all Users, for approving access by such Users to the Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating Customer and Users' usernames, passwords, and accounts with Salesloft, Customer accepts responsibility for the confidentiality and timely and proper termination of user records in Customer local (intranet) identity infrastructure or on Customer local computers. Salesloft is not responsible for any harm caused by Users, including individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Customer local identity management infrastructure or Customer local computers. Customer is responsible for all activities that occur under Customer's or its Users' usernames, passwords or accounts or as a result of Customer's or its Users' access to or use of the Services.

3.7. Additional Limitations on Use. Customer acknowledges and agrees that use of the Services to transmit, store, collect, or otherwise process "Highly Sensitive Information" is unnecessary for use of the Services and Customer shall be solely responsible for any such use of the Services by Customer or Users, including ensuring that transmittal, processing, collection, or storage of such information is in compliance with applicable laws. "Highly Sensitive Information" is defined as (a) numbers used for identification, such as social security numbers, passport numbers, or driver's license numbers; (b) personal health or medical information; (c) banking or payment card information; (d) sensitive government or military information, including information subject to U.S. FedRAMP requirements; (e) information collected from or regarding minors or children; (f) criminal history; (g) other personal information which qualifies (pursuant to data privacy laws and regulations) as a special category of personal data, sensitive personal information, or similarly defined terms, such as a person's religious or philosophical beliefs, immigration or citizenship status, genetic or biometric data, and sexual life or sexual orientation; or (h) data which by law must be localized in a jurisdiction outside of the United States or requires additional requirements beyond those agreed upon herein to permit transfer to the United States. Notwithstanding anything to the contrary in this Agreement, Salesloft shall not be liable for Salesloft's noncompliance with a law or

regulation where such noncompliance is attributable to Customer's use or provision of Highly Sensitive Information in connection with the Services.

3.8 Use by Customer Affiliates. Customer Affiliates may access and use the Services for their own internal use, to the extent that Customer has authorized its Affiliate to do so and Customer has purchased the appropriate level of access to the Services. All obligations of the Customer shall apply equally to each Customer Affiliate that uses the Services, provided that the Customer shall be responsible for ensuring the Customer Affiliate complies with this Agreement and all acts or omissions of Customer Affiliates.

#### 4. THIRD PARTY APPLICATIONS

Third Party Applications. Customer may choose to obtain Third Party Applications to use with features within the Services. To use such features, Customer may be required to obtain access to Third Party Applications from their providers. Any acquisition by Customer of Third Party Applications, any exchange of data between Customer and any provider of a Third Party Application, and any governing terms are solely between Customer and the applicable provider. No procurement of Third Party Applications is required to use the Services.

Salesloft assumes no responsibility for, and specifically disclaims any liability, warranty, and obligation with respect to Third Party Applications, whether or not they are recommended or approved by Salesloft, listed within the Salesloft App directory, or otherwise noted.

If Customer elects to integrate Third Party Applications with the Services, Customer agrees that the Services may access its Third Party Applications account to enable interoperation between (including, if applicable, the exchange and transmission of data) the Services and the applicable Third Party Applications. Furthermore, Customer may be required to adhere to additional requirements as set forth in the Documentation to enable integrations with certain Third Party Applications. If the provider of a Third Party Application ceases to make the Third Party Application available for interoperation with the corresponding Service features on reasonable terms, Salesloft may cease providing those Service features without entitling Customer to any refund, credit, or other compensation.

#### 5. FEES AND PAYMENT FOR SERVICES

5.1. Fees. All fees for the Services as outlined in an Order Form ("Fees") shall be billed, collected, and otherwise managed through AWS Marketplace in accordance with the Order Form and Customer's agreements with Amazon Web Services, Inc.. If any Fees are 30 or more days overdue, Salesloft may, without limiting Salesloft's other rights and remedies, suspend the Services until such amounts are paid in full. Customer shall maintain a valid payment method and billing information with Amazon Web Services, Inc. If Customer exceeds a contractual usage limit and is required to purchase additional quantities, upgrade its subscription, or otherwise pay for excess usage in

accordance with the Order Form or Section 3.2 of the Agreement, Customer will take the required steps through AWS Marketplace to comply with its obligations.

5.2. Taxes. 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 whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer purchases hereunder. Customer acknowledges that Amazon Web Services, Inc. may have a legal obligation to, or otherwise in accordance with the Marketplace terms, pay or collect Taxes for which Customer is responsible, and Customer will pay such Taxes where invoiced in accordance with its agreement with Amazon Web Services, Inc. If Salesloft has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 5.5 (and such Taxes are not billed and collected in full through AWS Marketplace, Salesloft will invoice Customer and Customer will pay that amount unless Customer provides Salesloft with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Salesloft is solely responsible for taxes assessable against Salesloft based on Salesloft's income, property, and employees, and Customer is responsible for all other Taxes.

5.6. Future Functionality. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Salesloft regarding future functionality or features.

## 6. PROPRIETARY RIGHTS AND LICENSES

6.1. Reservation of Rights. Subject to and conditional on Customer's payment of applicable Fees as well as Customer's compliance with the terms of this Agreement and any applicable Order Form(s), Salesloft grants Customer and Users a limited, non-exclusive, non-transferable (except in compliance with Section 13.4) right to access and use the Services set forth within such Order Form(s) and Salesloft Documentation during the subscription term for Customer's reasonable internal business purposes. No rights are granted to Customer hereunder other than the right to receive and use the Services as expressly set forth herein. Salesloft and its licensors reserve all of Salesloft's or its licensors' right, title, and interest in and to the Services and all modifications, enhancements, derivative works, and upgrades thereto, including all of Salesloft's or its licensors' related intellectual property rights.

6.2. License by Customer to Host Customer Data and Applications. Customer grants Salesloft and its Affiliates a worldwide, limited-term right to host, copy, transmit, and display or otherwise use Customer Data (1) as necessary for Salesloft to provide the Services, or otherwise exercise Salesloft's rights or obligations pursuant to this Agreement; (2) as necessary to provide support, address service issues/requests, improve or enhance the Services as permitted under applicable law, or otherwise enhance Customer use of the Services; (3) as required by law, regulation, or in accordance with governmental request or legal process; (4) as requested by Customer; and (5) to investigate or address security or integrity issues related to the Services or

suspected misuse of the Services by Customer. Except as expressly permitted by this Agreement, Salesloft acquires no right, title, or interest from Customer or Customer licensors under this Agreement in or to Customer Data or any Third Party Application.

6.3. License by Customer to Use Feedback. Customer grants to Salesloft and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or Users relating to the operation of the Services.

6.4. Use of Data. Salesloft shall have the right to (and to retain third parties to) collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies, provided that Customer Data that is also personal information will only be used in connection with the permitted purposes in Section 6.2, unless such personal information is aggregated or otherwise de-identified. Salesloft may (during and after the term hereof), (i) use such information and data to improve and enhance the Services and for other development, benchmarking, diagnostic, and corrective purposes in connection with the Services and Salesloft's other offerings, and (ii) use third party service providers, contractors, and subcontractors ("Salesloft Providers") to assist in providing, supporting, and improving the Service. Salesloft may share all such information and data with Salesloft Providers, provided that Salesloft shall be responsible for the compliance of Salesloft Providers with the provisions of this Agreement.

6.5. Federal Government End Use Provisions. Salesloft provide the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Salesloft to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

## 7. CONFIDENTIALITY

7.1. Definition of Confidential Information. "Confidential Information" means all information disclosed by a 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. Customer Confidential Information includes Customer Data; Salesloft Confidential Information includes the Services and Services pricing; and Confidential Information of each Party includes the terms and conditions of this

Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by a Party. However, Confidential Information does 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 who, to the knowledge of the Receiving Party, did not acquire or disclose such information by a wrongful or tortious act and without breach of any obligation owed to the Disclosing Party or any other party, or (iv) was independently developed by the Receiving Party without use of or reference to Disclosing Party's Confidential Information.

7.2. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' directors, officers, employees, and contractors who need that access for purposes of performing under this Agreement and who have signed confidentiality agreements with the Receiving Party. Neither Party will disclose Confidential Information (including but not limited to the terms of this Agreement) to any third party without the written consent of the Disclosing Party other than to its Affiliates solely as needed to perform its obligations under this Agreement, legal counsel, auditors, professional advisors, and accountants who have agreed to confidentiality obligations protective of the Disclosing Party's Confidential Information in writing or who have a statutory/regulatory obligation of confidentiality, or in connection with a due diligence inquiry for a financing, acquisition or similar transaction. The Receiving Party will remain responsible for such Affiliate's, legal counsel's, auditor's, professional advisor's, or accountant's noncompliance with this Section 7.

7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil or administrative proceeding to which the Disclosing Party is a party, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

## 8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

8.1. Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

8.2. Salesloft Warranties. Salesloft warrants that the Subscription Services, when used by Customer as expressly permitted hereunder and in accordance with the Documentation, will operate in substantial conformity with the then current version of the Documentation provided by Salesloft. Should Customer determine that the Subscription Services have not met the foregoing warranty, Customer shall give Salesloft notice of the deficiency including details sufficient to allow Salesloft to replicate the deficiency. For any breach of such warranty, as Customer sole remedy, Salesloft will correct the nonconformity within a reasonable period of time.

8.3. Service Disclaimers. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOLE AND EXCLUSIVE WARRANTIES AND WARRANTY REMEDIES ARE AS SET OUT IN THIS SECTION AND, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SUBSCRIPTION SERVICES INCLUDING ALL FUNCTIONS THEREOF, ARE PROVIDED ON AN 'AS IS" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. FURTHER, SALESLOFT DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

8.4 Additional Disclaimers. SALESLOFT IS NOT RESPONSIBLE FOR DATA QUALITY ISSUES OR LOSS OF DATA AND CUSTOMER WILL MAINTAIN BACKUP COPIES OF CUSTOMER DATA ON CUSTOMER'S OWN SYSTEMS. FURTHER, SALESLOFT IS NOT RESPONSIBLE FOR ANY CLAIMS OR LIABILITY ARISING OUT OF CUSTOMER'S FAILURE TO OBTAIN CONSENT OR PROPERLY NOTIFY THIRD PARTIES OF THE DATA COLLECTION AND PROCESSING ACTIVITIES CONDUCTED THROUGH THE SUBSCRIPTION SERVICES. SALESLOFT IS ALSO NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, OR SECURITY OF THE SERVICES THAT ARISE FROM CUSTOMER DATA, CUSTOMER OWNED OR CONTROLLED NETWORKS, SYSTEMS, OR TECHNOLOGY, OR FROM THIRD PARTY APPLICATIONS. SALESLOFT HAS NO RESPONSIBILITY FOR THE PERFORMANCE OR OTHER OBLIGATIONS OF ANY PROVIDERS OF THIRD PARTY APPLICATIONS.

## 9. MUTUAL INDEMNIFICATION

9.1. Indemnification by Salesloft. Salesloft will defend Customer, Customer Affiliates, and their officers, directors, employees, agents, and contractors ("Customer Indemnified Parties") from and against any claims, demands, suits, or proceedings brought by a third party ("Claims") alleging that Customer's authorized use of Subscription Services or Professional Services infringes such third party's valid patent, copyright, or trademark. Salesloft will indemnify and hold Customer Indemnified Parties harmless from and against any liability, damages, and costs (including, without limitation, reasonable attorney's fees) incurred in connection with such Claims. Notwithstanding

the foregoing, if Salesloft reasonably believe that Customer's use of any portion of the Services is likely to be enjoined by reason of a Claim of infringement, violation, or misappropriation of any third party intellectual property rights then Salesloft may, at Salesloft expense and in Salesloft sole discretion: use commercially reasonable efforts to (i) procure for Customer the right to continue using the Services; (ii) replace the same with other non-infringing software or services of substantially equivalent functions; or (iii) modify the applicable software or services so that there is no longer any infringement, violation, or misappropriation, provided that such modification does not adversely affect the functional capabilities of the Services. If, in Salesloft opinion, the remedies in clauses (i), (ii), and (iii) above are infeasible or commercially impracticable, Salesloft may, in its sole discretion, terminate this Agreement and refund Customer a prorated amount equal to the pre-paid Fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination. Refunds pursuant to the foregoing shall be issued through AWS Marketplace. The foregoing indemnification obligation will not apply: (1) if the Services are modified by any party other than Salesloft, to the extent the alleged infringement is caused by such modification; (2) if the Services are combined with other products, applications, or processes not provided by Salesloft, to the extent the alleged infringement is caused by such combination; (3) to Claims arising out of any unauthorized use of the Services; (4) to Claims arising out of any Third Party Applications; or (5) to Claims arising out of Customer Data. THIS SECTION 9.1 SETS FORTH SALESLOFT'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

9.2. Indemnification by Customer. Customer will defend Salesloft and its Affiliates, and their officers, directors, employees, agents, and contractors ("Salesloft Indemnified Parties"), from and against any Claims arising from or relating to Customer Data or misuse of the Services and will indemnify and hold Salesloft Indemnified Party's harmless from and against any liability, damages, costs, and expenses (including but not limited to reasonable attorney fees) incurred in connection with such Claims.

9.3 Procedures. Each Party's indemnity obligations are subject to the following: (i) the indemnified Party will promptly notify the indemnifying Party in writing of the applicable Claim; (ii) the indemnifying Party will have sole control of the defense and all related settlement negotiations with respect to the Claim, provided that the indemnifying Party may not settle any Claim unless it unconditionally releases the indemnified Party of all liability and receives indemnified Party written approval (which will not be unreasonably withheld) of any conditions imposed by the settlement, if applicable; and (iii) the indemnified Party will cooperate fully to the extent necessary and as requested in the Claim investigation, defense, and trial (including any appeal arising therefrom), and execute all documents necessary for the defense of such Claim.

## 10. LIMITATION OF LIABILITY

10.1. Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER TO AWS MARKETPLACE FOR THE SERVICES IN THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE ABOVE LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. However, the foregoing limitations shall not apply to (a) liability for personal injury; (b) liability arising out of gross negligence or willful misconduct; or (c) Customer payment obligations under an Order Form. No action against Salesloft arising out of this Agreement may be brought more than one (1) year after the cause of action has arisen.

10.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## 11. TERM AND TERMINATION

11.1. Term of Agreement. This Agreement commences on the Effective Date and continues until all Services hereunder have been completed and/or all Order Forms have expired, unless earlier terminated pursuant to Section 11.2.

11.2. Term of Subscription Services and Renewals. The term of each Subscription Service shall be as specified in the applicable Order Form. Renewals of any such Services will be subject to the terms of the Order Form and the terms that Customer has in place with Amazon Web Services, Inc. Except as set forth in this Agreement, the fees are non-refundable.

11.2. Termination. A Party may terminate this Agreement for cause (i) upon 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such notification period, or (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.

11.3. Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with Section 11.2(i) (Termination), Salesloft will refund Customer any prepaid Fees covering the remainder of the term of all Order Forms after the effective date of termination through AWS Marketplace. If this Agreement is terminated by Salesloft in accordance with Section 11.2(i), Customer will pay any unpaid Fees covering the remainder of the term of all Order Forms through AWS Marketplace. In no event will termination relieve Customer of Customer obligation to pay any Fees payable for the Services for the period prior to the effective date of termination.

11.4. Customer authorizes Salesloft to retain Customer Data for 30 days after any termination or expiration of this Agreement. Notwithstanding the foregoing, following any such termination or expiration, Salesloft has no obligation to maintain Customer Data. Upon request, Salesloft will delete or destroy all copies of Customer Data in Salesloft systems or otherwise in Salesloft's possession or control, unless legally prohibited.

11.5. Surviving Provisions. The Sections titled "Fees and Payment for Purchase Services," "Proprietary Rights and Licenses," "Confidentiality," "Service Disclaimers," "Additional Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Notices, Governing Law and Jurisdiction," and "General Provisions," and Section 11.4 will survive any termination or expiration if this Agreement.

## 12. NOTICES, GOVERNING LAW AND JURISDICTION

12.1. Notices. Except as otherwise specified in this Agreement, all notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to Customer shall be addressed to the relevant billing contact designated by Customer. All other notices to Customer shall be provided to the relevant Services system administrator designated by Customer. Notices to Salesloft should be addressed to Salesloft, Inc., 1180 West Peachtree Street NW, Suite 2400, Atlanta, Georgia 30309; Attention: Legal Department.

12.2. Governing Law and Jurisdiction. Each Party agrees to the governing law of the State of Georgia without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of federal and state courts sitting in Atlanta, Georgia.

## 13. GENERAL PROVISIONS

13.1. Export Compliance. The Services may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use any Service in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.

13.2. Anti-Corruption. Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Salesloft employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify Salesloft.

13.3. Entire Agreement and Order of Precedence. This Agreement incorporates any exhibits, appendices and other documents referenced in it including, but not limited to if applicable, the Data Processing Addendum. This Agreement is the entire agreement

between the Parties regarding the use of Services and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter, provided that the Order Form will provide additional usage limitation and payment obligations. The Parties may modify or amend this Agreement in a written instrument signed by both Parties. The Parties agree that any term or condition stated in Customer purchase order, supplier information/setup or similarly titled forms, invoice management platforms, or in any other of Customer's order documentation ) is void, including where such order, form, or other documentation is signed by Salesloft. In the event of any conflict between any provision of this Agreement and an Order Form, the terms of the Order Form shall prevail with respect to the matters covered by the applicable Order Form.

13.4. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety, following written notice to but without the other Party's consent (i) to its Affiliate, (ii) in connection with a merger, acquisition, corporate reorganization, or (iii) in connection with the sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns. For the avoidance of doubt, assignment of Order Forms may be subject to additional terms between Customer and Amazon Web Services, Inc.

13.5 Marketing. Customer agrees (a) that Salesloft may identify the Customer as a Salesloft Customer or User across Salesloft's marketing materials, promotional presentations, customer lists, website and other written and electronic materials (name and logo), and (b) upon reasonable request, to provide input towards and/or participate in Salesloft's marketing and promotional activities. Where any Customer trademark or logo is used, such usage shall at all times be subject to any trademark or logo usage guidelines that Customer has provided to Salesloft.

13.6. Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

13.7. No Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

13.8. Waiver. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right.

13.9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void or, preferably, 'blue-penciled' and scaled back until it is no longer contrary to law, and the remaining provisions of this Agreement will remain in effect.

13.10. Language Translations. This Agreement, appendices, schedules or referenced pages (including Documentation) are made in English. Although Salesloft may, from time to time, and at its own discretion provide translation into other languages, these are provided for convenience and informational purposes only. In case of any inconsistency or discrepancy between original English texts and their translation into any language, the original versions in English shall prevail.

## Addendum

### DIALER AND MESSENGER PLANS

This Addendum applies if Customer uses or has obtained the right to use a specific type of Subscription Service, enabling Customer to make calls or send text messages to Customer customers and prospective customers via the Salesloft Services.

#### Definitions

“Dialer Services” are defined as any functionality within the Salesloft platform to make calls and send text messages via the Salesloft Subscription Services. For the avoidance of doubt, Salesloft Dialer Services are not intended or designed to be used in emergency situations and should solely be used to engage Customer’s prospective and current customers in lawful ways for lawful purposes.

“Unlimited Dialer Services” are defined as any Services through which Customer can make phone calls without being separately billed based on actual usage, which at the time of execution of this Agreement, includes the “Unlimited Talk Europe” and “Unlimited Talk and Text North America”.

“Unlimited Dialer Users” are defined as individual Users for whom you have obtained the right to use Unlimited Dialer Services.

“Excessive Use” is defined as a month where Customer’s total usage of the any Unlimited Dialer Services is greater than 3,000 minutes per Unlimited Dialer User, provided that all such minutes are pooled (i.e. if you have ten (10) Unlimited Dialer Users, Customer may use up to 30,000 minutes per month).

Team Excessive Usage Rules. If Customer engages in Excessive Use of the Unlimited Dialer Services during any two (2) months during any rolling twelve (12) month period, Salesloft may charge for excess usage beyond the permitted usage as set forth in the Excessive Use definition above.

Variable Dialer. If Customer has not obtained access to Unlimited Dialer Services or wishes to call or text into a jurisdiction not covered by such Unlimited Dialer Services, such calls and texts will require the payment of additional fees, which are based on actual usage on a per minute basis (“Variable Dialer”). Customer will be invoiced in arrears for the prior month’s usage, and by using such functionality, Customer agrees to pay for all such usage. The rates charged for Variable Dialer are dependent upon

multiple factors, including the jurisdictions from which you make the call or text and the jurisdiction of the recipient of the call or text.

Dialer Services Usage. Any and all use of the Dialer Services remains subject to compliance with all applicable laws and regulations, this Agreement, and the Documentation. Furthermore, in the event that Salesloft becomes subject to any fines, penalties, fees, or expenses as a result of Customer's or its Users' misuse of Dialer Services, Customer acknowledges and agrees that it will pay all amounts associated with such fines, penalties, fees, and expenses to Salesloft within thirty (30) days of notice from Salesloft.