

Master Subscription Agreement

This Master Subscription Agreement (“**Agreement**”) contains terms and conditions that govern your purchase of subscriptions to, and use of, the Services (as defined in Section 26), and is a contract between Dovetail Research Pty. Ltd. (“**Dovetail**”), and you or the entity or organization that you represent.

If you are an individual using the Services for your own purposes: (1) all references to “**Customer**” are to you; and (2) you represent and warrant that you are at least 18 years of age or have otherwise reached the age of “majority” where you reside, and that you have the right, power and authority to enter into this Agreement.

If you are using the Services on behalf of an entity or organization that you represent: (1) all references to “**Customer**” are to that entity or organization and (2) you represent and warrant that you are at least 18 years of age or have otherwise reached the age of “majority” where you reside, and that you have the right, power and authority to enter into this Agreement on behalf of Customer. As a Customer that is an entity or organization, Customer will designate an initial Workspace administrator for its account on the Services. The initial Workspace administrator will create and control Customer’s Workspace on the Services, and may invite other Authorized Users to access the Services under Customer’s account.

If you sign up for the Services using an email address supplied by your employer or another entity, then: (a) you will be deemed to represent your employer or that entity; (b) your click to accept will bind your employer or that entity to this Agreement; and (c) the word “Customer” in this Agreement will refer to your employer or that entity.

This Agreement becomes binding and effective on Customer upon the earliest of: (1) when you access or use the Services; (2) when you click an “I Accept”, “Sign up”, or similar button or checkbox referencing this Agreement; or (3) when you enter into an Order (as defined below) with Dovetail.

Capitalized terms not otherwise defined in this Agreement will have the respective meanings assigned to them in Section 26.

1. Orders

1.1. This Agreement sets forth the terms pursuant to which Customer may access and use Dovetail’s Services in connection with one or more Orders. Subject to the terms of an Order, the Services will support Customer’s analysis, organization, collaboration, and storage of research data and insights pursuant to separate projects within a Workspace.

1.2. Access to and use of the Services may be subject to additional terms specific to a product or feature as set forth in the Product-Specific Terms. By accessing or using a product or feature covered by the Product-Specific Terms, Customer also agrees to the applicable Product-Specific Terms.

2. Access and Use

2.1. Subject to the applicable Order and this Agreement, Dovetail hereby grants to Customer the right to access and use the Services in accordance with the Documentation during the Order Term.

2.2. From time to time, third-party applications that integrate or interoperate with the Services (each, a “**Third-Party Application**”) may be available to Customer. If Customer installs, accesses, or enables an integration between the Services and a Third-Party Application, Customer acknowledges that the provider of the Third-Party Application may require access to certain data and information as required for the integration to function, and hereby grants to Dovetail the right, and is expressly instructing Dovetail, to access and interoperate with the Third Party-Application for this purpose. Customer is responsible for complying with all applicable third-party terms, policies, and licenses governing its access to and use of Third-Party Applications and associated data (collectively, “**Third-Party Terms**”). To the extent permitted by Applicable Law, Customer assumes full responsibility for the use of any Third-Party Application, and



Dovetail disclaims all liability with respect to Customer's use of or inability to use, and the performance or non-performance of, such Third-Party Application.

2.3. As between the Parties, Customer controls Customer's environment and its individual components (each, a "**Customer Component**"), whether owned, leased or licensed by Customer, located on Customer's premises or cloud-based, used by Customer on a software-as-a-service basis or otherwise. Through Customer's configuration and use of Services, including use of any Third-Party Applications or Customer Components, Customer has control over the data (including the types and amounts of data) submitted for Processing by Dovetail in connection with the Services (collectively, "**Customer Data**"). By submitting Customer Data to the Services, Customer hereby grants to Dovetail the right, and is expressly instructing Dovetail, to Process Customer Data during the Order Term for the purpose of providing and supporting the Services, and as otherwise provided in this Agreement.

2.4. Dovetail may, from time to time, offer access to beta products, pre-release products, or other experimental features ("**Beta Products**"). Any obligations or warranties made by Dovetail under this Agreement shall not apply with respect to Beta Products. Furthermore, any data, information, content, or other materials provided or displayed to Customer in connection with any Beta Products, or any knowledge that Customer may have from or relating to Beta Products, is Confidential Information of Dovetail.

2.5. Dovetail may, from time to time in its sole discretion, offer Service Plans that do not require payment from Customer ("**Free Plan**"), or offer access to the Services on a free trial basis for a limited period of time ("**Free Trial**"). In the event Dovetail offers such Free Plan or Free Trial, the terms of this Section 2.5 shall apply. Customer's billing information is not required to be input in order to sign up for the Free Trial or Free Plan. At any time and without notice, Dovetail reserves the right to: (i) modify the terms and conditions of the Free Trial or Free Plan; or (ii) cease to offer the Free Trial or Free Plan.

(a) Free Plans. Customer may cancel its Free Plan at any time prior to the end of the relevant Order's expiration date by following instructions in its billing management settings. For Free Plans, Customer Data will be retained on the Services until Customer cancels their Service Plan in accordance with the terms hereof. At any time and without notice, Dovetail reserves the right to delete accounts for Free Plans (and all Customer Data contained therein) that have been inactive for at least ninety (90) days.

(b) Free Trials. The features and functionality accessible on the Free Trial are offered in Dovetail's sole discretion and are subject to change. Upon or prior to expiration of the Free Trial, Customer may purchase a paid subscription to a Service Plan. Depending on the Service Plan selected by Customer, Customer may lose access to certain features and functionality offered on the Free Plan. If Customer does not subscribe to a Service Plan upon expiration of the Free Trial, then Customer will cease access to the Services and Dovetail reserves the right to delete Customer's Free Trial account (and any Customer Data contained therein) in its sole discretion, without notice or any further liability or obligation.

2.6. All rights granted by each Party to the other under this Section 2 are limited, nonexclusive and, except as otherwise provided in this Agreement, non-transferable.

3. Hosting and Other Providers

Dovetail uses third-party hosting providers, other service providers and Dovetail Affiliates to support the provision of the Services in the ordinary course of its business, i.e., not specifically for Customer (collectively, "**Ordinary Course Providers**"). Dovetail reserves the right to engage and substitute Ordinary Course Providers as it deems appropriate, but shall: (a) remain responsible to Customer for the provision of the Services; and (b) be liable for the actions and omissions of its Ordinary Course Providers undertaken in connection with Dovetail's performance of this Agreement to the same extent Dovetail would be liable if performing the Services directly. In no event shall providers of Customer Components be deemed Ordinary Course Providers for any purpose under this Agreement.

4. Security and Privacy

4.1. Taking into account the nature and types of Customer Data, Dovetail will employ administrative, physical, and technical measures in accordance with applicable industry practice to protect the Services and prevent the accidental loss or unauthorized access, use, alteration, or disclosure of Customer Data



under its control during each Order Term. During the Order Term, Dovetail will maintain security measures at a level not materially less protective than those set forth at <https://dovetail.com/help/categories/security/> with respect to Customer Data.

4.2. Customer is responsible for properly configuring the Services in accordance with the Documentation, enabling single sign-on for Customer's accounts where available, and securing access passwords or other credentials used by Customer in connection with the Services (collectively, "**Customer Credentials**"). Customer agrees to use reasonable efforts to prevent unauthorized access or use of the Services and to promptly notify Dovetail if Customer believes: (a) any Customer Credentials have been lost, stolen, or made available to an unauthorized third party; or (b) an unauthorized third party has accessed the Services or Customer Data.

4.3. In limited situations, Dovetail may access Customer Data to provide support and troubleshoot issues, provided that Dovetail will not use Customer Data for any purpose except the sole purpose of providing the Services. Dovetail may further Process information about Customer's configuration and use of the Services ("**Usage Data**"), and Account Data to: (a) manage Customer's account, including to calculate Fees (as defined in Section 7.1); (b) provide and improve the Services, including to provide support and troubleshoot other issues; and (c) provide insights, service and feature announcements, and other reporting to Customer and Authorized Users. Dovetail may also Process Usage Data that has been aggregated and/or anonymized (including, for clarity, data that does not allow a third party to identify Customer as the source of the information) to: (i) develop new services and features; and (ii) improve Dovetail's services, including, for example, through analyses of patterns and trends. Dovetail's Processing of Usage Data, Customer Data and Account Data, as applicable, shall at all times be subject to Dovetail's obligations under this Agreement, including those under Section 4.1, Section 11, and if applicable, the DPA (as defined in Section 6.1).

5. Customer Responsibilities and Restrictions

5.1. Customer will be solely responsible for: (a) Customer's own environment, including as necessary to enable Authorized Users' access to and use of the Services; (b) Account Data, Customer Data, and Customer Credentials (including activities conducted with Customer Credentials), subject to Dovetail's Processing obligations under this Agreement; (c) providing any required notices to, and receiving any required consents and authorizations from, Customer Component providers, Authorized Users and persons whose Personal Information may be included in Account Data, Customer Data, or Customer Credentials; (d) ensuring use of the Services is only for Customer's own environment and in accordance with the AUP, Documentation, and any applicable Third-Party Terms; (e) all activities of Authorized Users and for Authorized Users' compliance with this Agreement; (f) providing Dovetail with complete and accurate account, billing and payment information, and keeping such information up to date during the term of the Agreement; and (g) fulfilling any additional responsibilities as applicable to Customer set forth in the applicable Order.

5.2. No provision of this Agreement includes the right to, and Customer shall not, directly or indirectly: (a) enable any person or entity other than Authorized Users to access and use the Services; (b) attempt to gain unauthorized access to any Service or its related systems or networks; (c) use any Service to access Dovetail Intellectual Property Rights except as permitted under this Agreement; (d) modify, copy, or create any derivative work based upon a Service or any portion, feature, or function of a Service; (e) resell, distribute, or otherwise make available any Service to any third party, including as part of a managed services offering; (f) except to the extent limited by Applicable Law, reverse engineer, disassemble or decompile all or any portion of, or attempt to discover or recreate the source code for, the Services, or access or use the Services or Documentation in order to (1) copy ideas, features, functions or graphics, (2) develop competing products or services, or (3) perform competitive analyses; (g) remove, obscure or alter any proprietary notice related to the Services; (h) send or store Malicious Code in the Services; (i) use or permit others to use the Services in violation of Applicable Law; or (j) use or permit others to use the Services other than as described in the applicable Order, Documentation, and this Agreement.

5.3. Dovetail reserves the right to investigate potential violations of the above provisions of this Section 5. In the event Dovetail reasonably believes a violation has occurred, in addition to any other remedies available at law or in equity (including termination pursuant to Section 13.2), Dovetail will have the right to

suspend Authorized Users suspected of the violation from accessing the Services for so long as is reasonably necessary to address the potential violation. Except where Dovetail reasonably believes the violations are willful, or in urgent or emergency situations, Dovetail will notify Customer of any such suspension in advance (each, a “**Suspension Notice**”) and work with Customer in good faith to resolve the potential violation. For clarity, Dovetail reserves the right, but does not assume any obligation to Customer (except with respect to the Suspension Notice), to take any of the actions described in this Section 5.3.

6. Compliance

6.1. Each Party shall comply with Applicable Laws concerning the privacy and protection of Personal Information. Without limiting Section 5.1, Customer will be solely responsible for providing any notices required by Applicable Law to, and receiving any consents and authorizations required by Applicable Law from, persons whose Personal Information may be included in Account Data, Customer Data or Customer Credentials. If Customer is: (a) subscribed to a Service Plan; and (b) believes Customer Data may include the Personal Information of natural persons located in jurisdictions who have enacted privacy laws that require a written data processing agreement (such as the UK, Brazil, the European Economic Area, and California), and wishes to execute a Data Processing Agreement (“**DPA**”), Customer may do so by requesting to complete Dovetail's DPA.

6.2. Each Party shall comply with Applicable Laws concerning anti-bribery and anti-corruption, which may include the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010. As of the date of this Agreement and the date of each Order, Customer represents that it has neither received nor been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any employee, agent, or representative of Dovetail or its Affiliates in connection with this Agreement. Customer agrees to promptly notify Dovetail if it learns of any violation of the foregoing. This representation is not intended to include customary and reasonable gifts and entertainment provided in the ordinary course of business, to the extent such gifts and entertainment are permitted by Applicable Law.

6.3. Each Party shall: (a) comply with Applicable Laws administered by the U.S. Commerce Bureau of Industry and Security, U.S. Treasury Office of Foreign Assets Control or other governmental entity imposing export controls and trade sanctions (“**Export Laws**”), including designating countries, entities, and persons (“**Sanctions Targets**”); and (b) not directly or indirectly export, re-export or otherwise deliver Services to a Sanctions Target, or broker, finance, or otherwise facilitate any transaction in violation of any Export Laws. Customer represents that it is not a Sanctions Target or prohibited from receiving Services pursuant to this Agreement under Applicable Laws, including Export Laws.

7. Pricing and Fees

7.1. Customer agrees to pay all fees charged by Dovetail for Customer's use of Services in accordance with this Agreement and applicable Order(s) and Service Plan(s) (collectively, “**Fees**”). Except as otherwise provided in an Order: (a) prices for Services are set forth on the Pricing Page; and (b) Fees must be paid in U.S. dollars and, subject to Sections 7.2 and 7.3, within thirty (30) days of invoice.

7.2. Except in the event of a good faith dispute under this Section 7.2, if Customer fails to make payment when due, without limiting Dovetail's other rights and remedies: (a) Dovetail may charge interest on the past due amount at a rate of 1.5% per month or, if lower, the highest rate permitted under Applicable Law; (b) Customer shall reimburse Dovetail for all reasonable costs incurred by Dovetail in collecting any late payments or interest, including attorneys' fees; and (c) if such failure continues for a period of seven (7) days after written notice from Dovetail, Dovetail may suspend Customer's and its Authorized Users' access to the Services until such amounts are paid in full. Customer must assert any dispute with regard to Fees in writing within ten (10) days of receipt of the invoice giving rise to the dispute. Dovetail will not exercise its suspension or termination rights or apply interest on late Fees if Customer disputes the applicable charges reasonably and in good faith and provides reasonable cooperation to resolve the dispute.

7.3. If Customer is paying Fees using a credit card or any digital payment method supported by Dovetail, Customer authorizes Dovetail to charge Customer's account for the Services using that payment method. Customer must keep all information in its billing account current to ensure that all Fees are charged to the appropriate account and are timely paid. If Customer notifies Dovetail to stop using a previously designated



payment method and fails to designate an alternative, Dovetail may immediately suspend Customer's use of and access to the Services. Any notice from Customer changing its billing account will not affect charges Dovetail submits to Customer's billing account before Dovetail reasonably can act on Customer's request. Dovetail uses a third-party intermediary to manage credit card processing, and this intermediary is not permitted to use Customer's credit card information except in connection with Customer's authorized purchases. Notice (including email) from Dovetail's third-party credit card processor declining Customer's credit card or otherwise relating to Customer's account will be deemed valid notice from Dovetail.

8. Service Plans; Automatic Renewal; Cancellation

8.1. Service Plans.

(a) By signing up for an account for the Services you will be required to select a Service Plan, unless otherwise provided in an Order. The account you use to sign-up will be deemed to be Customer's Workspace administrator account.

(b) Service Plans are offered in packages based, in part, on the number of Authorized Users and other features and capabilities. Customer may add Authorized Users to its Service Plan by accessing the billing management settings for Customer's account via the Services. Subscription fees for Service Plans are based on annual or monthly periods that begin on the Order start date and each annual or monthly anniversary of the start date.

(c) Customer may upgrade, change, and otherwise manage its Service Plan subscription by accessing the billing management settings for Customer's account via the Services.

(d) Without limiting anything else in this Agreement, Customer is permitted to issue purchase orders or other documents of a similar nature to Dovetail during an Order Term for the sole purpose of increasing the number of Authorized Users in Customer's Workspace, upgrading to a different Service Plan, and/or adding paid features or functionality (each, a "**Permitted Change**") without entering into a separate Order with Dovetail. The terms of any such purchase order or similar document will not amend or supersede the terms of this Agreement, or any applicable document incorporated by reference, except for the limited scope amended by the relevant Permitted Change. The Permitted Change will be binding on both Parties if Dovetail acknowledges the change by email or any other commercially reasonable means, including by commencing performance of Services (i.e., applying the Permitted Change to Customer's Workspace).

8.2. Automatic Renewal. Unless a Party cancels an Order for a Service Plan in accordance with Section 8.3, each Order will automatically renew for additional periods of the same duration as the expiring Order Term (each, a "**Renewal Order Term**"). If Customer has modified its Service Plan in accordance with Section 8.1, these modifications will apply to the Renewal Order Term. Customer authorizes Dovetail to automatically charge Customer for the applicable fees on or after the start date of each Renewal Order Term unless the Order has been terminated or canceled in accordance with this Agreement. If Customer wishes to reduce the number of Authorized Users or the applicable Service Plan, it must do so before the start of the next Renewal Order Term. Dovetail reserves the right to increase fees for a Renewal Order Term and/or modify its fee structure for the Services, and Customer shall pay such increased or modified fees unless it has opted out in accordance with Section 8.3. Customer expressly authorizes Dovetail to charge applicable fees for Customer's Service Plan on a recurring basis, in accordance with Section 7.3.

8.3. Cancellation. The method of cancellation of automatic renewal of an Order depends on the type of Service Plan Customer is subscribed to.

(a) For Premium Plans, either Party may opt out of automatic Order renewal by providing the other Party written notice of its intention not to renew an Order at least 30 days prior to the Order's then current expiration date.

(b) For Free Plans, Customer may cancel its Service Plan in accordance with Section 2.5.

(c) For all other Service Plans, Customer may opt out of automatic Order renewal at any time prior to the end of the relevant Order's expiration date by following instructions in its billing management settings.



Please see our Billing and Payment Documentation for more details on how to cancel renewal of your Service Plan subscription.

9. Taxes

Customer shall be responsible for all sales, service, value-added, use, excise, consumption, and any other Taxes on amounts payable by Customer under the Orders and this Agreement (other than any Taxes on Dovetail's income, revenues, gross receipts, personnel or assets). Without limiting the foregoing, if Customer is required to deduct or withhold any Taxes under Applicable Laws outside the United States, Customer shall remit such Taxes in accordance with those Applicable Laws and all Fees payable shall be increased so that Dovetail receives an amount equal to the sum it would have received had no withholding or deduction been made. Dovetail will maintain information about current tax obligations, including the jurisdictions in which Dovetail is registered and obligated to collect tax, online at <https://dovetail.com/help/taxes/>. Customer is responsible for reviewing this page prior to entering into an Order.

10. Ownership

As between the Parties: (a) Customer owns all right, title, and interest in and to Customer's environment, Customer Data, and any output generated from Customer Data ("**Output**"), and in each case all associated Intellectual Property Rights; and (b) Dovetail owns all right, title, and interest in and to the Services, Documentation, Usage Data, and Feedback, including in each case all associated Intellectual Property Rights. Except for the rights expressly granted by one Party to the other in this Agreement, all rights are reserved by the granting Party.

11. Confidentiality

11.1. As used in this Agreement, "**Confidential Information**" means any information disclosed by one Party, its Affiliates, business partners or their respective employees, agents, or contractors (collectively, the "**Discloser**") that is designated as confidential, either orally or in writing, or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes without limitation: (a) Customer Data; (b) information relating to the Discloser's or its Affiliates' technology, customers, business plans, promotional and marketing activities, finances, and other business affairs; (c) third-party information that the Discloser is obligated to keep confidential; and (d) the terms of this Agreement and all Orders. However, Confidential Information does not include any information that: (i) was known to the Party that receives any Confidential Information (the "**Recipient**") prior to receiving the same from the Discloser in connection with this Agreement; (ii) is independently developed by the Recipient without reference to or use of the Discloser's Confidential Information; (iii) is acquired by the Recipient from another source without restriction as to use or disclosure; or (iv) is or becomes publicly available through no fault or action of the Recipient.

11.2. The Recipient shall not: (a) use the Discloser's Confidential Information for any purpose outside the scope of this Agreement without the Discloser's prior written consent; or (b) disclose the Discloser's Confidential Information to any person or entity, except to the Recipient's employees, agents, contractors, and service providers who: (i) are bound by non-use and non-disclosure obligations at least as protective as those contained in this Agreement; and (ii) have a need to know the Confidential Information for the Recipient to exercise its rights or perform its obligations under this Agreement. Notwithstanding the foregoing, the Recipient may disclose the Discloser's Confidential Information to the limited extent any use or disclosure is required by Applicable Law or a valid and binding order of a governmental body (such as a subpoena or court order), provided that, to the extent permitted under Applicable Law, the Recipient uses reasonable efforts to give the Discloser reasonable advance notice thereof to afford the Discloser an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information. In the event of any breach or threatened breach by the Recipient of its obligations under this Section, the Discloser will be entitled to seek injunctive and other equitable relief to enforce such obligations.

12. Disclaimers

12.1. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY OR GUARANTEE OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED, EXPRESS, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

12.2. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL SERVICES, SUPPORT, DOCUMENTATION, AND ANY OTHER MATERIALS ARE PROVIDED BY DOVETAIL AND ITS SUPPLIERS ON AN “AS IS” AND “AS AVAILABLE” BASIS. DOVETAIL MAKES NO REPRESENTATION OR WARRANTY, AND HAS NO SUPPORT OBLIGATIONS OR LIABILITY, WITH RESPECT TO ANY CUSTOMER COMPONENT OR THIRD-PARTY APPLICATION. WITHOUT LIMITING THE OTHER PROVISIONS OF THIS SECTION 12, DOVETAIL MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, DOCUMENTATION, ANCILLARY TOOLS OR ANY OTHER MATERIALS, OR RESULTS OF THE USE THEREOF, WILL: (a) MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS; (b) OPERATE WITHOUT INTERRUPTION; (c) ACHIEVE ANY INTENDED RESULT; (d) BE ERROR FREE; OR (e) BE COMPATIBLE, WORK WITH, OR CONTINUE TO WORK WITH CUSTOMER COMPONENTS OR THIRD-PARTY APPLICATIONS. ANY CHANGES TO CUSTOMER COMPONENTS (INCLUDING THEIR UNAVAILABILITY) OR THIRD-PARTY TERMS DURING AN ORDER TERM DO NOT AFFECT CUSTOMER’S OBLIGATIONS UNDER THE APPLICABLE ORDER OR THIS AGREEMENT.

13. Term and Termination

13.1. The term of this Agreement will continue through the expiration or earlier termination of the last Order to be in effect.

13.2. Subject to Section 7.2, Dovetail may terminate any Order upon written notice to Customer if Customer fails to pay any amount due under the Order, and such failure continues more than fifteen (15) days after Dovetail’s delivery of written notice. In addition, either Party may terminate all Orders and this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach (if capable of cure) remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

13.3. Upon expiration or earlier termination of an Order: (a) subject to Section 13.5, all rights granted to Customer with respect to Services under such Order will terminate effective as of the effective date of termination; (b) subject to Section 13.5, Dovetail will have no obligation to provide Services to Customer or Authorized Users after the effective date of the termination; and (c) Customer will, subject to Section 13.4, pay to Dovetail any Fees payable for Customer’s and any Authorized User’s use of Services through the effective date of the termination, together with all other amounts in accordance with the Order and this Agreement.

13.4. If an Order is terminated early by Customer pursuant to Section 13.2: (a) Customer shall not be obligated to pay any additional amounts specified in the Order following the effective date of termination; and (b) Dovetail will refund to Customer a prorated share of any unused amounts prepaid by Customer under the applicable Order for the Services on the basis of the remaining portion of the current Order Term (a “**Prorated Refund**”). In all other cases, and regardless of whether Customer uses the Services at the levels reflected in the Orders or otherwise, Customer will not be entitled to a refund of Fees paid and any unpaid Fees outstanding will become immediately due and payable.

13.5. Subject to Section 13.6, provided Customer has paid all amounts due under this Agreement, and subject to any applicable shorter Service Plan retention periods and Section 8.1(b), for up to thirty (30) days from the termination of Customer’s billing period, as specified in the applicable Order, an Authorized User designated by Customer will be permitted to continue to access and download Customer Data that was accessible to Authorized Users through the Services immediately prior to termination. The designated Authorized User’s access and use will continue to be subject to the terms of this Agreement, provided the Authorized User shall not access or use the Services other than to download Customer Data.

13.6. The provisions set forth in the following Sections, and any other rights or obligations of the Parties in this Agreement that, by their nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: 4.3, 5.2, 6, 9, 10, and 12 through 26.

14. Indemnification

14.1. Subject to Sections 14.2 and 14.4, Dovetail agrees to defend, indemnify, and hold harmless Customer and its employees, contractors, agents, officers, and directors (collectively, “**Customer Indemnitees**”), from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including without limitation attorneys’ fees) (collectively, “**Losses**”) arising out of or related to any legal claim, suit, action, or proceeding (each, an “**Action**”) by a third party alleging use of the Services as permitted under this Agreement infringes such third party’s United States patent or copyright, or misappropriates such third party’s trade secrets, except where the Action arises out of or is related to third-party software (each, a “**Customer Infringement Claim**”).

14.2. If the Services become, or in Dovetail’s opinion are likely to become, the subject of a Customer Infringement Claim, Dovetail may in its discretion and at its own expense: (a) obtain for Customer the right to continue using the Services; (b) modify the Services so that they no longer infringe or misappropriate; or (c) terminate this Agreement and all Orders and issue a Prorated Refund. Dovetail will have no obligation to indemnify Customer for a Customer Infringement Claim to the extent it arises from any of the following (collectively, “**Customer-Controlled Matters**”): (i) Customer’s own environment, including integrations or connections to Customer Components; (ii) Customer’s use of any Third-Party Applications; (iii) Account Data, Customer Data or Customer Credentials (including activities conducted with Customer Credentials), subject to Dovetail’s Processing obligations under this Agreement; or (iv) use of the Services by Customer or an Authorized User in a manner that breaches an Order, Service Plan, or this Agreement. **SECTIONS 14.1 AND 14.2 STATE DOVETAIL’S ENTIRE LIABILITY AND CUSTOMER’S EXCLUSIVE REMEDIES FOR ANY CLAIM OF INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT OR MISAPPROPRIATION.**

14.3. Subject to Section 14.4, Customer agrees to defend, indemnify, and hold harmless Dovetail, its Affiliates and their employees, contractors, agents, officers, and directors (collectively, “**Dovetail Indemnitees**”), from and against any and all Losses arising out of or related to any Action by a third party arising out of or relating to Customer-Controlled Matters.

14.4. A Customer Indemnitee or Dovetail Indemnitee (each, an “**Indemnitee**”) seeking indemnification shall promptly notify the other Party (each, an “**Indemnifying Party**”) in writing of any Action for which it seeks indemnification under this Agreement and shall cooperate with the Indemnifying Party at the Indemnifying Party’s expense. The Indemnifying Party shall promptly take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the Indemnifying Party’s expense. An Indemnitee may participate in and observe the proceedings at its own expense with counsel of its own choice. A Party’s failure to perform any obligations under this Section 14.4 will not relieve the Indemnifying Party of its obligations under this Agreement, except to the extent that the Indemnifying Party can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnifying Party shall not settle an Action without the Indemnitee’s written consent if such settlement shall require action or payment by the Indemnitee.

15. Limitations of Liability

15.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 15: (a) IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, SUPPLIERS, PARTNERS, OR THEIR RESPECTIVE EMPLOYEES, AGENTS, CONTRACTORS, OFFICERS, OR DIRECTORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT; AND (b) IN NO EVENT SHALL EITHER PARTY’S CUMULATIVE AND AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE FEES PAID TO DOVETAIL BY CUSTOMER UNDER THE APPLICABLE ORDER(S), INCLUDING PRIOR ORDERS FOR THE SAME SERVICES, IN THE TWELVE (12) MONTHS

PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE LIMITATIONS IN THIS SECTION 15.1 APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF THE NON-BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PROVISIONS OF THIS SECTION 15.1 ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THE EXCLUSIONS IN DETERMINING TO ENTER INTO THIS AGREEMENT AND THE PRICING FOR THE SERVICES.

15.2. NOTWITHSTANDING SECTION 15.1 OR ANYTHING ELSE TO THE CONTRARY IN THIS AGREEMENT, DOVETAIL'S AGGREGATE LIABILITY FOR ANY FREE TRIALS, FREE PLANS, OR BETA PRODUCTS SHALL NOT EXCEED \$100.

15.3. If you are a California resident, you hereby waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." This release includes the criminal acts of others. You hereby waive any similar provision in law, regulation, or code that has the same intent or effect as the aforementioned provisions, including, without limitation, the New Jersey Truth-in-Consumer Contract, Warranty and Notice Act.

16. Publicity

Neither Party shall, except as otherwise required by Applicable Law or stock exchange requirements, issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or otherwise use the other Party's marks or logos without the prior written consent of the other Party; provided, however, that Dovetail may include Customer's name and logo in its lists of Dovetail customers, its public website, and other promotional materials.

17. Notices

Subject to change pursuant to this Section: (a) Dovetail's physical address for notices is that of its Australia headquarters at Level 1, 276 Devonshire Street, Surry Hills, NSW 2010 Attn: Legal Notice, and its email address for notices is legal@dovetail.com; and (b) Customer's physical and email addresses for notices are those associated with its Order(s). Notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently given: (i) one business day after being sent by overnight courier to the Party's physical address; (ii) three business days after being sent by registered mail, return receipt requested, to the Party's physical address; or (iii) one business day after being sent by email to the Party's email address (provided that (1) the sender does not receive a response that the message could not be delivered or an out-of-office reply and (2) any notice for an indemnifiable Action must be sent by courier or mail pursuant to clauses (i) or (ii)). Either Party may change its address(es) for notice by providing notice to the other in accordance with this Section.

18. Assignments

So long as Customer subscribes to a Service Plan and remains current in the payment of all amounts when due, Customer may assign this Agreement in connection with any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity), or a sale of all or substantially all of Customer's business or assets relating to this Agreement to an unaffiliated third party. Subject to the foregoing, Customer may not assign any of its rights or obligation under this Agreement, whether by operation of law or otherwise, without Dovetail's prior written consent, and any purported assignment in violation of this Section is void. For clarity, if Customer accesses the Services through a Free Trial account or a Free Plan, Customer may not assign this Agreement without Dovetail's prior written consent. Dovetail may freely assign its rights or delegate its obligations under this Agreement. Notwithstanding the foregoing, if (a) Customer is accessing Dovetail individually, then Customer may assign and delegate its rights and obligations under this Agreement and transfer ownership of its Workspace to an entity represented or owned by Customer; or (b) Customer is accessing Dovetail on behalf of a client, then Customer may assign and delegate its rights and obligations under this Agreement and transfer ownership of its Workspace to its client. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

19. U.S. Government Contractors

The Services and Documentation are provided to the U.S. Government as “**commercial items**,” “**commercial computer software**,” “**commercial computer software documentation**,” and “**technical data**” with the same rights and restrictions generally applicable to the Services and Documentation. If Customer or any Authorized User is using Services and Documentation on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, Customer and Customer’s Authorized Users must immediately discontinue use of the Services and Documentation. The terms listed above are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

20. Independent Parties; No Third-Party Beneficiaries

The Parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one Party as an employee, agent, joint venture partner, or servant of another. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Force Majeure

Except for a Party’s obligation to pay Fees, neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments), when and to the extent such failure or delay is caused by acts of God; flood, fire, or explosion; war, terrorism, pandemics, epidemics, invasion, riot, or other civil unrest; embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a “**Force Majeure Event**”), in each case, provided the event is outside the reasonable control of the affected Party, the affected Party provides prompt notice to the other Party, stating the period of time the occurrence is expected to continue, and the affected Party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

22. Governing Law; Venue

Except to the extent the issue arising under this Agreement is governed by United States federal law, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, without giving effect to the choice of law rules of that State. Any legal action or proceeding arising under or relating to this Agreement shall be brought exclusively in the state or federal courts located in San Francisco, California, and the Parties expressly consent to personal jurisdiction and venue in those courts. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods are specifically excluded from application to this Agreement.

23. Miscellaneous

This Agreement, together with all Orders, the AUP and, as and if applicable, the DPA and any Product-Specific Terms, is the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, questionnaires, and other communications and agreements between the Parties (oral or written) relating to the subject matter of this Agreement. Any terms and conditions of any other instrument issued by Customer in connection with this Agreement which are in addition to, inconsistent with or different from the terms and conditions of this Agreement shall be of no force or effect. Without limiting the foregoing, subject to Section 8.1(d), if Customer issues to Dovetail a purchase order upon entering into an Order, any such purchase order is for Customer’s internal purposes only, and any terms in such purchase order are rejected by Dovetail, do not amend this Agreement, and have no effect. If Customer requests Dovetail to reference a purchase order number on a Dovetail invoice, such reference is included for administrative convenience only. Additionally, this Agreement supersedes any confidentiality, non-disclosure, evaluation, or trial agreement previously entered into by the Parties with respect to Customer’s or an Affiliate’s evaluation of the Services or otherwise with respect to the Services. Except as otherwise provided in Section 25, this Agreement may be modified only by a written instrument duly executed by

authorized representatives of the Parties. The failure of a Party to exercise or enforce any condition, term, or provision of this Agreement will not operate as a waiver of such condition, term, or provision. Any waiver by either Party of any condition, term, or provision of this Agreement shall not be construed as a waiver of any other condition, term, or provision. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. For purposes of this Agreement, the words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation”; the word “or” is not exclusive; and the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole.

24. Counterparts

Any written Order may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Delivery of an executed counterpart of a signature page to an Order by email of a scanned copy, or execution and delivery through an electronic signature service (such as DocuSign), shall be effective as delivery of an original executed counterpart of the relevant Order.

25. Changes to this Agreement

Dovetail may modify this Agreement at any time by posting a revised version at <https://dovetail.com/help/categories/legal/>, which modifications will become effective as of the date they are posted; provided however, (a) if an Order specifies a monthly subscription, the modifications will take effect the first day of the next monthly renewal term following the month in which they were first posted; and (b) if an Order specifies a fixed term of 12 months or longer, the modifications will instead be effective immediately upon the start of the next Renewal Order Term. In either case, if Customer objects to the updated Agreement, as its sole and exclusive remedy, Customer may choose not to renew, including canceling any terms set to auto-renew. For the avoidance of doubt, any Order is subject to the version of the Agreement in effect at the time of the Order.

26. Definitions

Capitalized terms not otherwise defined in this Agreement shall have the respective meanings assigned to them in this Section 26.

“Account Data” means information about Customer that Customer provides to Dovetail in connection with the creation or administration of its Dovetail account, such as first and last name, user name and email address of an Authorized User or Customer’s billing contact. Customer shall ensure that all Account Data is current and accurate at all times during the applicable Order Term, and shall in no event include Sensitive Information in Account Data.

“Affiliate” means, with respect to a Party, a business entity that directly or indirectly controls, is controlled by or is under common control with, such Party, where “control” means the direct or indirect ownership of more than 50% of the voting securities of a business entity.

“Applicable Laws” means any and all governmental laws, rules, directives, regulations or orders that are applicable to a particular Party’s performance under this Agreement.

“AUP” means Dovetail’s standard Acceptable Use Policy, currently available at <https://dovetail.com/help/acceptable-use-policy/>.

“Authorized User” means an individual employee, Workspace administrator, agent, or contractor of Customer for whom subscriptions to Services have been purchased pursuant to the terms of the applicable Order and this Agreement, and who has been supplied user credentials for the Services by Customer (or by Dovetail at Customer’s request).

“Documentation” means Dovetail’s standard user documentation for the Services, currently available at <https://dovetail.com/help/>.



"Feedback" means bug reports, suggestions or other feedback with respect to the Services or Documentation provided by Customer to Dovetail, exclusive of any Customer Confidential Information therein.

"GDPR" means the General Data Protection Regulation 2016 / 679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing of Directive 95/46/EC.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.

"Order" means a separate order, checkout page, purchase, or statement of work for any Service Plan pursuant to this Agreement: (a) completed and submitted by Customer online at the Dovetail website and accepted by Dovetail; or (b) executed by Dovetail and Customer. For Free Trials and Free Plans, "Order" shall refer to the account registration completed and submitted by Customer online at the Dovetail website and accepted by Dovetail.

"Order Term" means, with respect to each Order, the initial subscription term for the Services specified in the applicable Order and all Renewal Order Terms, if any. In the event an Order does not specify a fixed term, then the Order Term will run from the Order's effective date until the end of the calendar month in which either Party gives notice of termination in accordance with Section 17, unless the Order is otherwise terminated earlier in accordance with this Agreement or the Order.

"Party" means each of Dovetail and Customer.

"Personal Information" means information relating to an identified or identifiable natural person that is protected by Applicable Laws with respect to privacy where the individual resides.

"Premium Plan" means the Business or Enterprise Service Plan.

"Pricing Page" means the publicly available web page(s) where Dovetail publishes its list prices for Services, currently available at <https://dovetail.com/pricing/>.

"Process" means to perform an operation or set of operations on data, content, or information, including to submit, transmit, post, transfer, disclose, collect, record, organize, structure, store, adapt, or alter; **"Processing"** has a correlative meaning.

"Product-Specific Terms" means additional terms that apply to certain products and/or features within the Services, currently available at <https://dovetail.com/help/categories/legal/>.

"Sensitive Information" means the following categories of Personal Information: (a) government-issued identification numbers, including Social Security numbers; (b) financial account data; (c) biometric, genetic, health, or insurance data; (d) financial information; (e) data revealing race, ethnicity, political opinions, religion, philosophical beliefs, or trade union membership; (f) data concerning sex life or sexual orientation; and (g) data relating criminal convictions and offenses. Without limiting the foregoing, the term "Sensitive Information" includes Personal Information that is subject to specific or heightened requirements under Applicable Law or industry standards, such as Social Security numbers in the United States, protected health information under the U.S. Health Insurance Portability and Accountability Act, nonpublic personal information under the U.S. Gramm-Leach-Bliley Act, cardholder data under the PCI Data Security Standard, and special categories of personal data under the GDPR.

"Service Plan" means the packaged subscription plan and associated features, as detailed at the Pricing Page, for the hosted Dovetail Service to which Customer subscribes.



"Services" means the hosted services to which Customer subscribes through, or otherwise uses following, an Order that are made available by Dovetail, including without limitation any free trials of the Services. Dovetail may make such changes to the Services as Dovetail deems appropriate from time to time, provided such changes do not materially decrease the features or functionality of the Services as they existed at the effective date of this Agreement. Notwithstanding the foregoing, Dovetail may make any modifications, in its sole discretion, to any Beta Products, including without limitation removing certain functionalities or discontinuing the availability of such Beta Products.

"Workspace" means the designated workspace assigned to Customer in the Services.