

Propel Software Solutions, Inc.

Master Subscription Agreement

This Master Subscription Agreement ("**Agreement**") is between **Propel Software Solutions, Inc.**, a Delaware corporation having its principal place of business at 835 Main Street, Redwood City, CA, 94063 ("**Propel**") and Customer. Propel and Customer are collectively the "**Parties**" and each a "**Party**" to this Agreement. This Agreement is effective as of the date of an executed Subscription Agreement referencing this Agreement (the "**Effective Date**").

This Agreement includes the following **Terms & Conditions**, as well as any executed **Order Forms**, the **SFDC Platform Service Terms**, and **Professional Services Terms** located at <https://www.propelsoftware.com/company/pst> all of which are incorporated by reference herein.

Terms & Conditions

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions

"Affiliate" means any entity which, directly or indirectly, Controls, is Controlled by, or is under common Control with the Customer entity executing this Agreement.

"Combined Solution" means the combination of the Propel Application and the Platform.

"Control" means ownership or control, directly or indirectly, of more than 50% of the voting interests of the entity.

"Customer Data" means all electronic data or information submitted by Customer to the Service.

"Organization" or **"Org"** means a separate set of Customer Data and SFDC product customizations held by SFDC in a logically separated database (i.e., a database segregated through password-controlled access).

"Order Form" means the ordering documents representing the initial purchase of the Service as well as any subsequent purchases agreed to between the Parties in writing from time to time, that are executed hereunder and deemed incorporated into the Agreement that specify, among other things, the number of subscriptions ordered, the Subscription Term and the applicable fees.

"Propel Object" refers to and means a designated storage area in the Salesforce.com database.

"Service" means the online, Web-based service, including associated offline components, provided by Propel via <http://www.salesforce.com> and/or other designated websites.

"SFDC" means Salesforce.com, inc., a third party.

"SFDC Platform Service Terms" means the terms governing Customer's access and use of the salesforce.com platform located at <https://www.propelsoftware.com/company/sfdctou> and <https://www.propelsoftwar>

e.com/company/sfdcauefsp.

"Subscription Term" means the period of time between the applicable Subscription Start Date and Subscription End Date as set forth in an Order Form including any auto renewals.

"User Guide" means the online user guide for the Service, accessible via the Propel Customer Success Portal, as updated from time to time.

"Users" means Customer's employees, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer (or by Propel at Customer's request).

2. Service

2.1. Provision of Service. Propel shall make the Service available to Customer pursuant to the terms and conditions set forth in this Agreement and any and all Order Forms executed hereunder from time to time. During the term of this Agreement: (i) the Service shall perform materially in accordance with the User Guide; and (ii) the functionality of the Service will not be materially decreased from that available as of the Effective Date. Customer agrees that its purchase of subscriptions is not contingent upon the delivery of any future functionality or features nor is it dependent upon any oral or written public comments made by Propel with respect to future functionality or features.

2.2. Additional Users. User subscriptions are for named Users and cannot be shared or used by more than one User but may be reassigned from time to time to new Users replacing former Users who have terminated an employment or some other prior relationship with Customer, changed job status or function, or otherwise no longer require ongoing use of the Service. Additional Users may be added at any time during the Subscription Term so long as: (i) the addition of Users is evidenced by an Order Form; (ii) the term of the additional User subscriptions shall be coterminous with the expiration of the then current Subscription Term; and (iii) pricing for the additional User subscriptions shall be prorated for the remainder of the then current Subscription Term.

2.3. SFDC's Role. Customer recognizes and agrees that: (a) the Service is hosted on a technology platform called salesforce.com, provided by SFDC; and (b) to access and use the Service, Customer agrees to comply with the SFDC Platform Service Terms.

2.4. Affiliates. Affiliates will also have the right to enter into Order Forms with Propel pursuant to this Agreement. For the purposes of any such Order Form only, the Affiliate executing such Order Form will be considered a "Customer" as that term is used herein this Agreement. Each such Order Form, together with any other documents attached thereto or incorporated therein by reference (including this Agreement), will form a separate contract for the applicable transactions between Propel and Affiliate.

3. Use of the Service

3.1. Propel Responsibilities. Propel shall, using the salesforce.com provisioning and infrastructure: (i) in addition to its confidentiality obligations under Section 6, not use,

edit or disclose to any party other than Customer the Customer Data; (ii) maintain the security and integrity of the Service and the Customer Data; and (iii) use commercially reasonable efforts to make the Service and Customer support available pursuant to the Propel Service Level Agreement (“SLA”) available at <https://www.propelplm.com/company/sla> which is incorporated herein by reference and may be updated by Propel from time to time.

3.2. Customer Responsibilities. Customer is responsible for all activities that occur under Customer's User accounts. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify Propel promptly of any such unauthorized use; and (iii) comply with all applicable local, state, federal, and foreign laws in using the Service.

3.3. Use Guidelines. Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or in violation of third party privacy rights; (iv) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access.

3.4. Admin User Restriction. Propel shall assign a minimum of one (1) User as the Admin User. Admin User subscriptions may be used only to configure and administer the Combined Solution. Admin User subscriptions may not be used to access, distribute, or use any CRM functionality. CRM functionality is defined as access to CRM (“customer relationship management”) standard objects through standard tabs, related lists in custom tabs, through the SFDC web services API or through reports and dashboards. CRM standard objects include campaigns, leads, opportunities, cases, solutions and forecasts.

4. Fees & Payment

4.1. User Fees. Customer shall pay all fees specified in all Order Forms hereunder. Except as otherwise provided, all fees are quoted in United States dollars. Fees are based on the number of User subscriptions purchased in the relevant Order Form, not the extent of actual usage. Except as otherwise provided, fees are non-refundable and non-cancelable, and the number of subscriptions purchased cannot be decreased during the relevant Subscription Term stated on the Order Form.

4.2. Invoicing & Payment. License fees for the term of the Service will be invoiced

annually in advance and otherwise in accordance with the terms set forth in the relevant Order Form. Unless otherwise stated in the Order Form, payment is due thirty (30) days from the invoice date. Unless otherwise stated in the Order Form, all payments made under this Agreement shall be in United States dollars.

4.3. Overdue Payments. Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Propel's discretion, late charges at the rate of 1.0% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

4.4. Audit. Propel may audit use of each User subscription through the Combined Solution. Should any audit reveal any unauthorized use of this User subscription, Customer agrees to pay to Propel, within thirty (30) days of Propel's notice of the audit results the difference between the price charged by Propel for the applicable User subscription and Propel's then-current list price for the full-use version of the User subscription for all of the User subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term (the "Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all User subscriptions showing unauthorized use will be converted into full-use subscriptions at Propel's then-current list pricing for such full-use subscriptions for the remainder of the then current subscription term or subsequent terms during the Term of the Agreement.

4.5. Suspension of Service. If Customer's account is thirty (30) days or more overdue (except with respect to charges under reasonable and good faith dispute), in addition to any of its other rights or remedies, Propel reserves the right to suspend the Service provided to Customer, without liability to Customer, until such amounts are paid in full.

4.6. Taxes. Unless otherwise stated, Propel's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on Propel's income. If Propel has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Propel with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Proprietary Rights

5.1. Reservation of Rights. Customer acknowledges that in providing the Service, Propel utilizes (i) the Propelplm.com name, the Propelplm.com logo, the Propelplm.com domain name, the product and service names associated with the Service, and other trademarks and service marks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets,

techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "**Propel Technology**") and that the Propel Technology is covered by intellectual property rights owned or licensed by Propel (collectively, "**Propel IP Rights**"). Other than as expressly set forth in this Agreement, no license or other rights in or to the Propel Technology or Propel IP Rights are granted to Customer, and all such licenses and rights are hereby expressly reserved.

5.2. License Grant. Propel grants Customer and its Users a worldwide, non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), non-sublicenseable right to access and use the Service in accordance with the terms of this Agreement.

5.3. Restrictions. Customer shall not (i) modify, copy or create derivative works based on the Service or Propel Technology; (ii) extract information from a Propel Object inside salesforce.com and pull into any other salesforce.com Object for the purposes of allowing non-Propel Users to access information contained inside a Propel Object (iii) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets or otherwise for its own internal business purposes; or (iv) disassemble, reverse engineer, or decompile the Service or Propel Technology, or access it in order to (A) build a competitive product or service, (B) build a product or service using similar ideas, features, functions or graphics of the Service, or (C) copy any ideas, features, functions or graphics of the Service.

5.4. Customer Data. As between Propel and Customer, all Customer Data is owned exclusively by Customer. Customer Data shall be considered Confidential Information subject to the terms of this Agreement. Propel may access Customer's User accounts, including Customer Data, solely to respond to service or technical problems or at Customer's request.

6. Confidentiality

6.1. Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a Party ("**Disclosing Party**") disclosed 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, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Order Forms hereunder), the Customer Data, the Service, the Propel Technology, business and marketing plans, technology and technical information, screen and product designs and the interoperability with salesforce.com, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without

breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

6.2. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

6.3. Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. The Receiving Party shall, except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein for the protection of Confidential Information. The Receiving Party shall be responsible for any use or disclosure of Confidential Information by any of its, and its affiliates, employees, contractors and/or agents.

6.4. Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6.5. Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 6, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

7. Warranties & Disclaimers

7.1. Warranties. Each Party represents and warrants that it has the legal power to enter into this Agreement. Propel represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) it owns or otherwise has sufficient rights to the Service and the Propel Technology to grant the rights and licenses granted herein; and (iii) the Service and Propel Technology do not infringe any intellectual property rights of any third party.

7.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROPEL MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROPEL HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE

MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. Mutual Indemnification

8.1. Indemnification by Propel. Subject to this Agreement, Propel shall defend, indemnify and hold Customer harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes the intellectual property rights of a third party; provided that Customer (a) promptly gives written notice of the Claim to Propel; (b) gives Propel sole control of the defense and settlement of the Claim (provided that Propel may not settle or defend any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Propel, at Propel's cost, all reasonable assistance.

8.2. Indemnification by Customer. Subject to this Agreement, Customer shall defend, indemnify and hold Propel harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with Claims made or brought against Propel by a third party alleging that the Customer Data or Customer's use of the Service (as opposed to the Service itself) infringes the intellectual property rights of, or has otherwise harmed, a third party; provided that Propel (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases Propel of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

9. Limitation of Liability

9.1. Limitation of Liability. EXCEPT FOR A VIOLATION OF SECTION 5 (PROPRIETARY RIGHTS) OR SECTION 4 (FEES AND PAYMENT), NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10. Term & Termination

10.1. Term of Agreement. This Agreement commences on the Effective Date and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2. Term of User Subscriptions. User subscriptions commence on the start date specified in the relevant Order Form and continue for the Subscription Term specified therein. At the end of the initial Subscription Term, the Service(s) described in the active Order Form(s) will auto-renew for a period of one (1) year, unless (i) Customer notifies Propel at least forty-five (45) days in advance of their intent not to renew; or (ii) renewal Order Form(s) have already been negotiated. The subscription fees for the auto-renew term may increase by seven percent (7%) per year over the previous subscription fees unless Propel provides Customer updated subscription fees with at least seventy-five (75) days written notice prior to the end of the then current Subscription Term.

10.3. Uninstall and Delete. Upon termination or expiration of this Agreement, Customer will uninstall and delete, from all Customer desktop, mobile, web and other environments, any Propel provided software related to the Service. This includes managed packages or other software that has been installed in Customer's Salesforce environments.

10.4. Termination for Cause. A Party may terminate this Agreement for cause: (i) upon thirty (30) days written notice of a material breach to the other Party if such breach remains uncured at the expiration of such 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. Upon any termination for cause by Customer, Propel shall refund Customer any prepaid fees for the remainder of the Subscription Term after the date of termination.

10.5. Outstanding Fees. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Propel prior to the effective date of termination.

10.6. Return of Customer Data. Upon request by Customer made within thirty (30) days of the effective date of termination, Propel will make available to Customer for download a file of Customer Data in comma separated value (.csv) format. If Customer requires data migration assistance, Customer shall pay Propel's then-current professional service fees for any data migration assistance. After such 30-day period, Propel shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.

10.7. Surviving Provisions. The following provisions shall survive any termination or expiration of this Agreement: Sections 4, 5 (excluding Section 5.2), 6, 7, 8, 9, 10 and 11.

11. General Provisions

11.1. Relationship of the Parties. This Agreement does not create a franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

11.2. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement except as may be set forth in the SFDC Platform Service Agreement.

11.3. Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the fifth business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the second business day after sending by email.

11.4. Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

11.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

11.6. Assignment. Neither Party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement together with all rights and obligations under this Agreement, without consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party (if a public company, as listed in the other Party's then-most recent 10-K filing). Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this section will be void and of no effect.

11.7. Attorneys' Fees. In any legal action or proceeding arising from, related to, or brought to enforce, construe, interpret, rescind or cancel this Agreement or any of its provisions (including any Order Forms executed hereunder), the prevailing Party shall be entitled to recover from the other Party reasonable attorneys' fees and costs incurred in connection with such action or proceeding, in addition to any other relief to which it may be entitled.

11.8. Governing Law. This Agreement shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules.

11.9. Venue. The state and federal courts located in Santa Clara County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the exclusive jurisdiction of such courts.

11.10. Export Control Laws. Each Party shall comply with all United States and foreign export control laws or regulations applicable to its performance under this Agreement.

11.11. Marketing. Customer agrees to participate in press announcements, case studies, trade shows, or other forums reasonably requested by Propel. Propel is permitted to disclose that customer is one of its customers in its publicity and marketing materials.

11.12. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms executed hereunder, constitute the entire agreement between the Parties, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict between the provisions in this Master Subscription Agreement and any exhibit or addendum hereto, or Order Form executed hereunder, the terms of such exhibit, addendum or Order Form shall prevail to the extent of any inconsistency. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

11.13. Counterparts. This Agreement may be executed in counterparts, which taken together shall form one legal instrument.