MAIN SUBSCRIPTION AGREEMENT

BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING THE SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT AS PUBLISHED AT WWW.HIGHSPOT.COM. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY.

This Main Subscription Agreement (the "*Agreement*") is made by and between Highspot, Inc., a Delaware corporation headquartered at 2211 Elliott Avenue, Suite 400, Seattle, WA 98121 ("*Highspot*") and the legal entity identified above ("*Customer*"), and is effective as of the date of acceptance by Customer (the "*Effective Date*"). "*Affiliate*" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity, where control means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. "*Services*" means the hosted products and services made available by Highspot, as may be modified, enhanced and/or updated from time to time. "*User*" means a uniquely identifiable individuals authorized by Customer to use a Service, for whom Customer has purchased a subscription (or for whom a Service has been provisioned), and to whom Customer has supplied user identification and authentication, regardless of whether those individuals are actively using a Service at any given time. "*Order Form(s)*" means the Highspot ordering document(s) specifying the Services to be provided hereunder. Each Order Form referencing this Agreement shall be deemed a part of this Agreement. "*Subscription Term*" means the fixed term set forth in the applicable Order Form during which Customer will have access to the Services purchased thereunder.

1. COMMERCIAL TERMS

1.1.   Fees and Payment. "*Fees*" means the fees, expenses, and other amounts specified in this Agreement and applicable Order Form(s). Fees listed in an Order Form are for the Subscription Term listed in the Order Form. Except as otherwise set forth in the applicable Order Form, all amounts payable hereunder shall be paid: (i) in United States Dollars; (ii) within 30 days of the date of delivery the applicable electronic invoice; and (iii) by ACH or wire transfer to the bank account designated by Highspot in the Order Form. Except as otherwise set forth herein, all payment obligations are non-cancelable, and fees paid are non-refundable. Customer agrees its purchases are not contingent on any future functionality or features, or dependent on any oral or written public comments made by Highspot regarding future functionality or features. By entering into a separate Order Form, each Affiliate agrees to be bound by this Agreement as if it were an original party hereto. If Customer breaches its payment obligations, Highspot may suspend delivery of the Services after providing 30 days' notice (including by email) in the event such breach remains uncured at the end of such period.

1.2.   Taxes. Fees do not include any taxes, levies, duties, or similar governmental assessments, including, but not limited to, VAT, GST, sales, use or withholding taxes, assessable by any jurisdiction ("*Taxes*"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Highspot has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Highspot will invoice Customer and Customer will pay that amount, unless Customer provides Highspot with a valid tax exemption certificate authorized by the appropriate taxing authority. If any withholding tax is required by applicable law to be paid by Customer in relation to payments due to Highspot hereunder, Customer will provide Highspot with official receipts and/or certificates from the appropriate taxing authorities to establish that any applicable taxes have been paid. For clarity, Highspot is solely responsible for taxes assessable against it based on its income, property, and employees.

1.3.   Subscriptions and True up. Except as otherwise provided in the applicable Order Form: (i) Services are purchased for the Subscription Term stated therein; (ii) additional subscriptions may be added during a Subscription Term at the same pricing as the underlying subscription, and shall be co-terminated and prorated for the remainder

of the applicable Subscription Term. Quantities cannot be decreased during a Subscription Term. If Customer's user count exceeds the current number of subscriptions (determined on a monthly basis), Highspot will notify Customer (email sufficing) of such overage. If Customer does not reduce the number of actual users to the number of authorized Users set forth in the applicable Order Form(s) within 30 days, Highspot will invoice Customer for the excess users (who will then become additional authorized Users), prorated for the remainder of the then-current Subscription Term.

1.4.   Term. This Agreement commences on the Effective Date and continues until all subscriptions have expired or have been terminated (the "*Term*"). Except as otherwise provided in an Order Form, subscriptions will automatically renew for additional Subscription Terms of one year each, unless either party gives the other written notice at least 30 days prior to the end of the applicable Subscription Term. The subscription fee for such renewal period(s) will be at Highspot's then-current rate.

1.5.   Termination. A party may terminate this Agreement, in whole, but not in part, together with all applicable Order Forms, 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 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. If this Agreement is terminated by Customer in accordance with the foregoing, Highspot will refund Customer any unused, prepaid fees covering the remainder of the Subscription Term of all Order Forms after the effective date of termination. Upon expiration or termination of a Subscription Term, access to the Services will terminate and Customer will immediately cease accessing and using the Services, except as otherwise provided in Section 1.6.

1.6.   Return and Deletion of Customer Data. Highspot will make the Customer Data available for up to 30 days after termination or expiration of the Agreement for purposes of extraction. After such 30-day period, Highspot will have no obligation to maintain or provide any Customer Data to Customer. No more than 180 days later, Highspot disables the account, and deletes all Customer Data from the domain and such data is thereafter rendered unrecoverable.

2.   ACCESS GRANT, INTELLECTUAL PROPERTY, AND CONFIDENTIALITY

2.1.   Access Grant. Subject to the terms and conditions of this Agreement, Highspot hereby grants to Customer a non-exclusive, non-transferable (except as otherwise set forth in Section 7.1), non-sublicensable, worldwide right during the applicable Subscription Term to access and use the Services solely for Customer's business purposes, but solely in accordance with: (i) the Documentation; (ii) the Acceptable Use Policy; (iii) any restrictions designated on the applicable Order Form(s), including, but not limited to, the quantity and types of Users; and (iv) applicable laws.

2.2.   Customer Data. "*Customer Data*" means business documents, information, and other data which Customer inputs, or provides to Highspot for inputting, to the Services. Highspot shall process Customer Data only in accordance with this Agreement, the DPA (defined below), and applicable law. As between the parties, Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to Customer Data as published to the Services. Subject to the terms of this Agreement, Customer hereby grants to Highspot a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, and distribute, perform and display, modify and create derivative works of the Customer Data solely to the extent necessary to provide the Services in accordance with this Agreement and the Documentation. Subject to the limited licenses granted herein, Highspot acquires no right, title, or interest from Customer or its licensors under this Agreement in or to any Customer Data.

2.3.   Customer Compliance. Customer: (i) is responsible for its Users' compliance with this Agreement; (ii) will use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and shall notify Highspot promptly of any such unauthorized access or use; and (iii) shall use the Services only in accordance with this Agreement, the Documentation, the Acceptable Use Policy, Order Forms, and applicable laws. Customer represents and warrants to Highspot: (a) it has sufficient rights in the Customer Data to authorize Highspot to

process, distribute, and display the Customer Data as contemplated by this Agreement; (b) the Customer Data and its use hereunder will not violate or infringe the rights of any third party; and (c) Customer's use of the Services and all Customer Data is at all times compliant with its own privacy policies and all applicable local, state, federal and international laws, regulations and conventions, including without limitation those related to data privacy, international communications and the exportation of technical or personal data.

2.4.   General Restrictions. As a condition to the rights granted to Customer hereunder, Customer shall not (and shall not allow any third party to): (i) decompile, disassemble, or otherwise reverse engineer the Services or attempt to reconstruct or discover any source code, APIs, underlying ideas, algorithms, file formats, data or programming interfaces of the Services by any means whatsoever (except and only to the extent applicable law prohibits or restricts reverse engineering restrictions; (ii) distribute, sell, sublicense, rent, lease or use the Services (or any portion thereof) for time sharing, hosting, service provider or like purposes; (iii) remove any product identification, proprietary, copyright trademark, service mark, or other notices contained in the Services, unless otherwise permitted by the Documentation; (iv) modify any part of the Services, create a derivative work of any part of the Services, or incorporate the Services into or with other software, except to the extent expressly authorized in writing by Highspot or set forth in the Documentation; (v) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Services; (vi) utilize any equipment, device, software, or other means designed to circumvent or remove any form of copy or other protection used by Highspot in connection with the Services; (vii) use the Services to develop a product which is competitive with the Services; (viii) use unauthorized user credentials or distribute or publish such credentials except as may be expressly permitted by Highspot in writing; (ix) subject to Section 1.3, enable access to the Services for a greater number of Users than the sum quantity of subscriptions purchased on the applicable Order Form(s); (x) reassign subscription access rights between Users so frequently as to enable a single subscription to be shared between multiple users; or (xi) use the Services in a way that has a detrimental impact on Highspot's ability to provide the Services to its other customers.

2.5.   Reservation of Intellectual Property Rights. Notwithstanding anything to the contrary in this Agreement, except for the limited access grant and use rights expressly provided herein, Highspot and its licensors retain all right, title, and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to the Services, the Documentation, any Highspot deliverables, including all related intellectual property rights, and with respect to each of the foregoing all copies, modifications, improvements, derivative works or enhancements thereto. Other than as expressly set forth herein, no other rights are granted to Customer hereunder.

2.6.   Confidential Information. Each party (as "***Receiving Party***") agrees all code, inventions, know-how, business, technical and financial information it obtains from the disclosing party (as "***Disclosing Party***"), whether orally or in writing, constitute the confidential property of the Disclosing Party ("***Confidential Information***"), provided it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any services, software, pricing, Documentation or technical information provided by Highspot, performance information relating to the Services, and the terms and conditions of this Agreement shall be deemed Confidential Information of Highspot without any marking or further designation. Customer Data shall be deemed Customer Confidential Information without any marking or further designation. Except as expressly authorized herein, or otherwise authorized by the Disclosing Party in writing, the Receiving Party will hold in confidence and not use or disclose any Confidential Information to anyone other than its affiliates, employees and consultants ("***Representatives***") who have a need to know and who agree in writing to keep the information confidential on terms no less restrictive than those contained in this Agreement. Both Highspot and Customer will ensure their respective Representatives comply with this Agreement and will be responsible for any unauthorized use or disclosure of Confidential Information by such Representatives. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the

Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges disclosure of Confidential Information could cause substantial harm for which damages alone would not be a sufficient remedy, and therefore upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

3.   REPRESENTATIONS, LIMITED WARRANTIES, AND DISCLAIMERS

3.1.   Representations and Limited Warranties. Each party represents it has validly entered into this Agreement and has the legal power to do so. This Agreement and the Documentation accurately describes the administrative, physical, and technical safeguards for protecting the security, confidentiality, and integrity of Customer Data, and Highspot warrants, during the applicable Subscription Term: (i) Highspot will not materially decrease the overall security of Services to which Customer has subscribed; (ii) the Services will perform in substantial conformity with the Documentation; (iii) Highspot will not materially decrease the overall functionality of the Services to which Customer has subscribed; and (iv) Highspot will not discontinue any integrations that would materially decrease the overall functionality of the subscribed Services. For any breach of a warranty above, Customer's exclusive remedies are set forth in the "Termination" section. Notwithstanding the foregoing, Customer acknowledges the Services are an on-line, subscription-based product, and in order to provide improved customer experience Highspot may make changes to the Services, and Highspot will update the Documentation accordingly.

3.2.   Exclusions. The above limited warranties shall not apply: (i) unless Customer makes a claim within 30 days of the date on which the condition giving rise to the claim first appeared; (ii) if the Services are used with hardware or software not authorized in the Documentation or are used in violation of the Acceptable Use Policy; (ii) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services; or (iv) to any other use of hosted products or services made available to Customer by Highspot and provided on a no charge or evaluation basis.

3.3.   Disclaimers. THIS SECTION 3 IS A LIMITED WARRANTY, AND EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND HIGHSPOT DOES NOT MAKE ANY OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

4.   INDEMNIFICATION

4.1.   Highspot Indemnification. Highspot shall defend Customer from and against any claim by a third party alleging the Services, when used as authorized under this Agreement, infringes a patent, copyright, or trademark and shall indemnify and hold Customer harmless from and against any damages and costs awarded against Customer or agreed to in settlement by Highspot (including reasonable attorneys' fees), provided Highspot shall have received from Customer: (i) prompt written notice of such claim (but in any event notice in sufficient time for Highspot to respond without prejudice), (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim (except Highspot may not settle any claim without Customer's written approval unless it unconditionally releases the Customer of all liability), and (iii) all reasonably necessary cooperation from Customer. If Customer's use of the Services is (or in Highspot's opinion is likely to be) enjoined, if required by settlement, or if Highspot determines such actions are reasonably necessary to avoid material liability, Highspot may, in its sole discretion: (a) substitute substantially functionally similar programs and documentation, (b) procure for Customer the right to continue using the Services, or if (a) and (b) are not commercially reasonable, (c) terminate the Agreement and refund Customer the subscription fees paid by Customer for the portion of the Subscription Term

which was paid by Customer but not rendered by Highspot. The foregoing obligations of Highspot shall not apply: (1) if the Services are modified by any party other than Highspot, but solely to the extent the alleged infringement is caused by such modification, (2) if the Services are combined with other non-Highspot services or processes not provided or authorized by Highspot, but solely to the extent the alleged infringement is caused by such combination, (3) to any unauthorized use of the Services, (4) to any action arising as a result of Customer Data, or (5) if Customer settles or make any admissions with respect to a claims without Highspot's prior written consent. THIS SECTION 4.1 SETS FORTH HIGHSPOT'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

4.2.   Customer Data Indemnification. Customer shall defend Highspot from and against any and all claims by third parties alleging the Customer Data infringes upon any patent, copyright, trademark, trade secret, or other proprietary right of, or otherwise harms, such third party; and shall indemnify and hold Highspot harmless from and against any damages and costs finally awarded against Highspot or agreed in settlement by Customer (including reasonable attorney's fees) resulting from such claims, provided Customer shall have received from Highspot: (i) prompt written notice of such claim (but in any event notice in sufficient time for Customer to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim (except Customer may not settle any claim without Highspot's written approval unless it unconditionally releases the Highspot of all liability); and (iii) all reasonably necessary cooperation from Highspot. Customer may not settle any such claim relating to the Services without Highspot's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

5.   LIMITATION OF LIABILITY

5.1.   Limitation of Liability. EACH PARTY'S ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE ANY LIABILITY LIMIT.

5.2.   Exclusion of Consequential Damages. NEITHER PARTY NOR ITS AFFILIATES WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE FOREGOING WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

5.3.   Excluded Claims. Section 5.1 does not apply to claims arising under Section 1.1 (Fees and Payment), Section 2.6 (Confidential Information), or Section 4 (Indemnification). The parties agree the limitations specified in this Section 5 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

6.   CORE OPERATIONAL TERMS

6.1.   Documentation. Highspot's Online Help and User Guides, the Data Processing Agreement (the "**DPA**"), List of Sub-processors, Acceptable Use Policy, and similar product documentation made available here, as may be updated or revised by Highspot from time to time, all of which is incorporated into this Agreement by reference (the "**Documentation**"). Documentation does not include whitepapers, Spark community forums, and other similar resources which may be made available for Customer's convenience.

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

acknowledges Customer provides all feedback and suggestions "as-is," and Customer makes no representation or warranty, express or implied, as to the accuracy, non-infringement, or completeness thereof. Feedback shall not include any Customer Data or other Customer Confidential Information.

6.3.   Usage Data and Analytics. Provision of the Services to Customer involves the ongoing operation, support and improvement of the Services for all users. Highspot will securely process information related to how the Services are used, including but not limited to actions Users take in their account (like pitching, editing, viewing, creating and updating Customer Data and connecting with third-party services), how frequently features are used, and other usage data ("*Customer Metadata*") to provide, improve, and protect the Services. Highspot will aggregate de-identified Customer Data and Customer Metadata with data and metadata from other Highspot customers or other sources, provided such data and metadata is not identifiable as Customer Data or Customer Metadata and Customer cannot be recognized as its source. Highspot will securely process Customer Data and Personal Data (as defined in the DPA), including by using algorithmic analysis and/or machine learning technologies, to provide, improve, and protect the Services. Customer can choose to connect its Highspot account with third-party services (for example, via Highspot API or third-party APIs). By doing so, Highspot and those third parties will exchange information about Customer, Customer Data, and Customer's Highspot account so Highspot can provide, improve, and protect the Services. Such third parties' use of Customer Data will be covered by Customer's agreements with such third parties.

6.4.   Data Security and Privacy. Highspot will maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality and integrity of Customer Data, as set forth herein, and in the Security Measures (as defined in the DPA). The terms of the DPA are hereby incorporated by reference and will apply to the extent Customer Data includes Personal Data (as defined in the DPA).

7.   GENERAL PROVISIONS

7.1   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 (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, Highspot will refund Customer any prepaid fees covering the remainder of the Subscription Term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

7.2   Relationship of the Parties and Third-Party Beneficiaries. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes. There are no third-party beneficiaries under this Agreement. Highspot will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Highspot's obligations under this Agreement.

7.3   Export Compliance, Anti-Corruption, and Anti-Bribery. The Services may be subject to export laws and regulations of the United States and other jurisdictions, and to import laws, regulations and requirements of foreign governments. Highspot and Customer each represent it is not named on any U.S. government denied-party list. Customer will not permit any User 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. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course do not violate the above restriction.

7.4   Force Majeure. Neither Party will be in breach due to any delay or failure to perform resulting from any cause or condition beyond such party's reasonable control. If a force majeure event delays or prevents Highspot's performance, the Fees will be equitably adjusted. The party seeking relief from performance must: (i) provide notice of the circumstances as soon as practicable; (ii) use commercially reasonable efforts to avoid or mitigate them; and (iii) resume performance as soon as practicable. If the failure or delay continues for more than 30 days, then the other party may terminate this Agreement without liability, except, if Customer terminates this Agreement for Highspot's failure, Highspot shall provide a pro-rated refund for any prepaid Fees for the remaining portion of the subscription term for the Services. This section will not apply to any accrued payment obligations.

7.5   Governing Law, Jurisdiction, and Venue. This Agreement is governed by and construed under the laws of the state of Washington, USA, without regard to conflict-of-laws principles. The parties agree in the event of any action arising out of this Agreement, the parties' consent to personal jurisdiction and the exclusive venue in the state and federal courts located in King County, Washington. Nothing in this section shall restrict Highspot's right to bring an action (including for example a motion for injunctive relief) against Customer in the jurisdiction where Customer's place of business is located. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this Agreement.

7.6   Notices. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon: (i) personal delivery; (ii) the second business day after mailing, to the parties at the "Ship To" address in the applicable Order Form; or (iii), except for notices of termination, dispute, lawsuit, or an indemnifiable claim ("*Legal Notices*"), which shall clearly be identifiable as Legal Notices, the day of sending by email: to Highspot at legal@highspot.com or to Customer at the email provided in the Order Form.

7.7   Amendments, Waiver, and Severability. Except as otherwise provided in this Agreement, no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. All conflicting terms in any purchase order or other business form employed by Customer, including any electronic invoicing portals and vendor registration processes are void, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect. 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, and the remaining provisions of this Agreement will remain in effect.

7.8   Entire Agreement, Order of Precedence, and Modifications. This Agreement, including each Order Form, and any other mutually agreed exhibits or attachments, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Any term or condition stated in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be the: (1) the Data Processing Agreement, (2) the applicable Order Form, (3) this Agreement, and (4) the Documentation. Titles and headings of sections of this Agreement are for convenience only.

7.9   Surviving Provisions. The sections titled "Fees and Payment," "Taxes" "Return and Deletion of Customer Data," "Reservation of Intellectual Property Rights," "Confidential Information," "Disclaimers," "Indemnification," "Limitation of Liability," "Core Operational Terms," and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "Data Security and Privacy" will survive any termination or expiration for so long as Highspot retains possession of Customer Data.

7.10   Modifications. Highspot may modify this Agreement from time to time by giving notice to Customer through Highspot's online user interfaces. Unless a shorter period is specified by Highspot (e.g. due to changes in

the law or exigent circumstances), the modifications become effective upon renewal of Customer's current Subscription Term or entry into a new Order Form. If Highspot specifies the modifications to this Agreement will take effect prior to Customer's next renewal or order and Customer notifies Highspot in writing at legal@highspot.com of Customer's objection to the modifications within 30 days after the date of such notice, Highspot (at its option and as Customer's exclusive remedy) will either: (a) permit Customer to continue under the existing version of the Agreement until expiration of the then-current Subscription Term (after which time the modified Agreement will go into effect), or (b) allow Customer to terminate this Agreement and receive a refund of any pre-paid fees allocable to the terminated portion of the applicable Subscription Term.

SUPPORT AND SERVICE LEVEL ADDENDUM

This Support and Service Level Addendum is part of the Agreement between Highspot and Customer.

Support

1) **Customer Support**. Highspot customer support is available 24 hours a day, 7 days a week. Customer may reach Highspot customer support by email to support@highspot.com. Customer must designate a maximum of two support delegates for Standard Support and a maximum of four support delegates for Premier Support. Support delegates are the designated persons for Highspot to contact when Customer's input is required to resolve an issue. For example, if an Authorized User requests access to a spot he/she doesn't have permission to see or requests access that is controlled via Customer's SSO system. Alternatively, instead of designating individual support delegates, Customer may create an email alias (such as "highspotsupport@[customer].com") for Highspot to send support delegate emails.

2) **Response Time**. For Standard and Premier Support, Highspot will respond to Customer support inquiries in accordance with the following response time schedule:

Level	Description	Target Initial Response Time
Level 1	The Services are inaccessible to all users due to software or hardware failure	2 Hours
Level 2	The Services are accessible but a significant subset of functionality is unavailable to all users due to software or hardware failure	4 Hours
Level 3	Any issues regarding the Services that are not Level 1 or Level 2	24 Hours
Inquiry	Application usage request or service enhancement request	72 Hours

Service Level Agreement

1) **Services Availability**. Highspot agrees the Services will be available for access and use not less than 100% of the time in a given year, provided: (i) downtime due to regularly scheduled maintenance and Exclusion Events (defined below) will not count as time during which the Services is not available, and (ii) Highspot shall not be responsible for unavailability due to Customer's loss of Internet connectivity (the "***Uptime Commitment***"). Unavailability is the time the Services are not available to the Customer as a function of failures in Highspot's or its hosting provider's hardware or software.

2) **Maintenance and Updates to Services**. Highspot reserves the right to limit Customer's access to the Services in order to perform maintenance or repairs, to make modifications or as a result of circumstances beyond Highspot's reasonable control. Highspot reserves the right, in its sole discretion, to make necessary unscheduled deployments of changes, updates, or enhancements to the Services at any time. Highspot may add or remove functionalities or features, and Highspot may suspend or stop a component of the Services altogether.

3) **Exclusion Events**. Highspot will not be responsible for any service level deficiency resulting from any of the following ("***Exclusion Events***"):

a) A failure or interruption of any component or service for which Highspot is not responsible, including but not limited to, electrical power, networking equipment, computer hardware or software, or Internet and telecommunications service;

b) Any force majeure event;

c) Viruses, other malicious code or denial of service attacks, unless Highspot fails to implement commercially reasonable threat management solutions or the service level deficiency resulted from Highspot's failure to property update such threat management solutions;

d) Acts or omissions of Customer or its employees, agents, third party contractors or vendors (except Highspot); or

e) Customer inaccessibility, where such inaccessibility either caused the problem or prevents or delays its resolution.

4) **Service Credits**. If Highspot fails to meet the Uptime Commitment during a month, Customer will be entitled to a pro-rata credit for the time Highspot failed to meet the Uptime Commitment (the "*Service Credit*"). To be eligible for the Service Credit, Customer must notify Highspot within 30 days after the end of the calendar month giving rise to the Service Credit. Upon receipt of notification, Highspot will perform the research necessary to verify whether Customer is entitled to the Service Credit and will apply the appropriate amount to Customer's next invoice.

5) **Right to Terminate.** Customer may terminate this Agreement immediately by notice in writing to Highspot if:

a) Highspot fails to meet the Uptime Commitment more than once in any rolling period of 3 consecutive months; or

b) Highspot fails to meet the Uptime Commitment more than 3 times in any rolling period of 12 consecutive months.

If the Agreement is terminated pursuant to the foregoing, Highspot will refund to Customer any pre-paid subscription fees for the unused portion of the Subscription Term.