DEMANDBASE

This Master Subscription Agreement ("Agreement") is between Demandbase, Inc. ("Demandbase") and the customer identified above ("Customer") and is effective as of the date identified above ("Effective Date"). This Agreement allows Customer to purchase access to the Service and related Technical Services under one or more Orders. Certain capitalized terms are defined in Section 22 (Definitions) and others are defined contextually in this Agreement.

1. Overview. Demandbase offers a unique Service for and in support of account-based marketing and related go-to-market services including a base go-to-market platform ("GTM Platform") and services related to purchasing and targeting ads, increasing engagement on Customer Properties, gaining real-time insights into activity on Customer Properties and other capabilities.

2. The Service.

2.1 Permitted Use. During the Subscription Term, Customer may access and use the Service (including any Demandbase Data) only for its internal business purposes in accordance with the Documentation and this Agreement, including any usage limits in an Order. This includes the right to (a) copy and use a Demandbase Client internally and (b) implement the Demandbase Tags on Customer Properties as part of Customer's authorized use of the Service, as further described in Section 2.3 (Deployment of Demandbase Tags).

2.2 Users. Only Users may access or use the Service. Each User must keep its login credentials confidential and not share them with anyone else. Customer is responsible for its Users' compliance with this Agreement and actions taken through their accounts (excluding misuse of accounts caused by Demandbase's breach of this Agreement). Customer will promptly notify Demandbase if it becomes aware of any compromise of its User login credentials.

2.3 Deployment of Demandbase Tags. Use of the Service requires Customer to implement the current version of Demandbase Tags on Customer Properties. Customer will implement Demandbase Tags (and updates) in accordance with the Documentation and Demandbase's instructions and acknowledges that failure to do so may cause the Service to cease working properly. Customer acknowledges that the Demandbase Tags cause a unique cookie ID to be associated with each Visitor who accesses the Customer Properties and that the Service may sync with third-party cookies in accordance with prevailing industry practices. Customer will promptly remove all Demandbase Tags from Customer Properties upon termination of this Agreement and

acknowledges that Demandbase Tags may continue to collect Website Data until so removed.

2.4 Restrictions. Customer will not (and will not permit anyone else to) do any of the following: (a) provide access to, distribute, sell or sublicense the Service to a third party, (b) use the Service on behalf of, or to provide any product or service to, third parties, (c) use the Service to develop a similar or competing product or service, (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to the Service, except to the extent expressly permitted by Law (and then only with prior notice to Demandbase), (e) modify or create derivative works of the Service or copy any element of the Service (other than authorized copies of a Demandbase Client), (f) remove or obscure any proprietary notices in the Service, (g) publish benchmarks or performance information about the Service (h) systematically access the Service using "bots" or "spiders", (i) interfere with the Service's operation, circumvent its access restrictions or conduct any security or vulnerability test on the Service or (j) transmit any viruses or other harmful materials to the Service.

3. SLA and Support. During the Subscription Term, the Service will be subject to the SLA and Demandbase will provide Support in accordance with the Support Policy.

4. Customer Data.

4.1 Customer Data Use. Customer grants Demandbase the non-exclusive, worldwide right to use, copy, store, transmit, display, modify and create derivative works of Customer Data, but only as necessary to provide the Service, Support and any Technical Services to Customer under this Agreement. When Customer chooses to share Customer Data with Demandbase for Demandbase's use as part of the Demandbase Data Co-Op, Customer grants Demandbase a perpetual, irrevocable license to use, reproduce, distribute, publish, perform, make derivative works of, or display that portion of Customer Data and to sell, transfer, assign, sublicense, disclose or make available such Customer Data or any portion thereof to any third party, including Demandbase's customers, contractors, strategic partners, agents and service providers. Customer may revoke permission for Demandbase to access Customer Data through the Demandbase Data Co-Op at any time by notifying Demandbase in writing to stopshare@demandbase.com. Such revocation of permission will apply on a go-forward basis and will not apply to Customer Data already accessed by Demandbase through the Demandbase Data Co-Op. To the extent Customer is using Personalization Service or Advertising Service, this includes the right to publicly display and perform the Content or applicable elements of the Customer Properties (including derivative works and modifications) as directed by Customer through the Service.

4.2 Security. Demandbase uses reasonable and appropriate technical and organizational measures designed to protect the Service and Customer Data as described in the Security Documentation.

4.3 Data Protection. Each party agrees to comply with the DPA.

4.4 Data Export. During the Subscription Term, Customer may export its Customer Data from the Service using the export features described in the Documentation. After this export period, Demandbase may delete Customer Data in accordance with its standard schedule and procedures.

5. Customer Obligations.

5.1 Generally. Customer is responsible for its Customer Data, including its content and accuracy, and agrees to comply with all Laws in using the Service. Customer represents and warrants that it has made all disclosures and has all rights, consents and permissions necessary to collect, share and use Customer Data and Website Data as contemplated by this Agreement and grant Demandbase the rights in this Agreement, all without violating or infringing Laws, third-party rights (including intellectual property, confidentiality, publicity or privacy rights) or any terms or privacy policies that apply to the Customer Data or Website Data.

5.2 Disclosures on Customer Properties. Without limiting Customer's obligations under Section 5.1 above, Customer will include on each Customer Property a privacy policy that discloses Customer's use of third-party tracking technology (including the storing and accessing of cookies) to collect data about Visitors as described in this Agreement, including how, and for what purposes, the data collected through Demandbase Tags will be used by and shared with Demandbase. For clarity, as between Customer and Demandbase, Customer will be solely responsible for obtaining the necessary clearances, consents and approvals from Visitors under all applicable Laws. The parties will reasonably cooperate to assist each other with compliance with applicable privacy Laws and this Section 5 (Customer Obligations).

5.3 Prohibited Uses. Customer must not (a) use the Service to collect, store, process or transmit any Prohibited Data or (b) combine any Prohibited Data with Demandbase Data. Customer acknowledges that the Service is not intended to meet any legal obligations for these uses, including HIPAA requirements, and that Demandbase is not a Business Associate as defined under HIPAA. Notwithstanding anything else in this Agreement, Demandbase has no liability for Prohibited Data.

6. Specific Services.

6.1 Personalization Service. If Customer uses the Personalization Service, Customer acknowledges that the Service will utilize the Demandbase Tags to enable the display of variations of Content and Customer Properties to Visitors.

6.2 Advertising Service. If Customer uses the Advertising Service, Customer represents and warrants to Demandbase that: (a) it will adhere to applicable obligations in the DAA, DAAC and eDAA self-regulatory principles for online behavioral advertising, and (b) it will comply with the terms set out in the Ads Policy.

6.3 Demandbase Data Solution. This Section applies if Customer uses the Demandbase Data Solution. Customer represents and warrants to Demandbase that it: (a) will comply with all applicable Laws in its use of Demandbase Data and (b) will not use such Demandbase Data to evaluate with respect to any consumer (i) creditworthiness, (ii) a financial, insurance or employment decision or (iii) eligibility for any government-granted license or benefit. Demandbase provides updates to Demandbase Data only if specified in the Documentation or applicable Order and Customer should check for updates accordingly. The Demandbase Data Solution may permit Users to submit User Data Validations. User Data Validations constitute Feedback under this Agreement.

7. Third-Party Platforms. Customer may choose to use the Service with Third-Party Platforms. Use of Third-Party Platforms is subject to Customer's agreement with the relevant provider and not this Agreement. Demandbase does not control and has no liability for Third-Party Platforms, including their security, functionality, operation, availability or interoperability or how the Third-Party Platforms or their providers use Customer Data or Website Data. If Customer enables a Third-Party Platform with the Service, Demandbase may access and exchange Customer Data and Website Data with the Third-Party Platform on Customer's behalf.

8. Website Data. Demandbase may use Website Data to provide and improve the Service and other Demandbase products and services, including to derive data correlations and other insights, but Demandbase will never share Website Data itself externally. Insights are derived using Website Data aggregated across customers and will only be shared with others in a form that does not identify (and is not capable of identifying) any Demandbase customer as the source.

9. Technical Services. Any purchased Technical Services are as described in the relevant Order. Further details regarding the scope of Technical Services, including

milestones, dependencies or other technical specifications may be set forth on a Statement of Work executed by the parties which references this Agreement. Customer will give Demandbase timely access to Customer Materials reasonably needed for the Technical Services, and if Customer fails to do so, Demandbase's obligation to provide Technical Services will be excused until access is provided. Demandbase will use Customer Materials only for purposes of providing Technical Services. Customer may use Technical Services deliverables only as part of its authorized use of the Service, subject to the same terms as for the Service in Section 2 (The Service) and Section 5 (Customer Obligations). Any provided Customer Materials will be deemed to be Customer Data for purposes of Section 5.1 (Generally).

10. Commercial Terms.

10.1 Subscription Term. Unless otherwise specified in the applicable Order, each Subscription Term will renew for successive 12-month periods unless either party gives the other party notice of non-renewal at least 30 days before the current Subscription Term ends.

10.2 Fees and Taxes. Fees are as described in each Order. Customer will reimburse Demandbase for reasonable travel and lodging expenses it incurs in providing Technical Services. Fees are invoiced on the schedule in the Order and reimbursable expenses are invoiced in arrears. Unless the Order provides otherwise, all fees and expenses are due within 30 days of the invoice date. Fees for renewal Subscription Terms are at Demandbase's then-current rates, regardless of any discounted pricing in a prior Order. Late payments are subject to a service charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. All fees and expenses are non-refundable except as set out in Section 12.2 (Warranty Remedy), Section 16.4 (Mitigation and Exceptions) and the SLA. Customer is responsible for any sales, use, GST, value-added, withholding or similar taxes or levies that apply to its Orders, whether domestic or foreign ("Taxes"), other than Demandbase's income tax. Fees and expenses are exclusive of Taxes.

10.3 Affiliate Orders. An Affiliate of Customer may enter its own Order(s) as mutually agreed with Demandbase. This creates a separate agreement between the Affiliate and Demandbase incorporating this Agreement with the Affiliate treated as "Customer". Neither Customer nor any Customer Affiliate has any rights under each other's agreement with Demandbase, and breach or termination of any such agreement is not breach or termination under any other.

11. Suspension and Take Down.

11.1 Suspension. Demandbase may suspend Customer's access to the Service and related services if Customer breaches Section 2.4 (Restrictions), Section 5 (Customer Obligations) or Section 6.2 (Advertising Service), if Customer's account is 30 days or more overdue or if Customer's actions risk harm to other customers or the security, availability or integrity of the Service. Where practicable, Demandbase will use reasonable efforts to provide Customer with prior notice of the suspension (email sufficing). Once Customer resolves the issue requiring suspension, Demandbase will promptly restore Customer's access to the Service in accordance with this Agreement.

11.2 Take Down Requests. If Customer receives any take down requests or infringement notices related to Customer Data or its use of Third-Party Platforms, it must promptly: (a) stop using the related item with the Service and (b) notify Demandbase. If Demandbase receives any take down requests or infringement notices related to Customer Data or Customer's use of Third-Party Platforms, Demandbase may respond in accordance with its standard practices (which may include removal of content), and will notify and consult with Customer on next steps.

12. Warranties and Disclaimers.

12.1 Limited Warranty. Demandbase warrants to Customer that:

a) the Service will perform materially as described in the Documentation and Demandbase will not materially decrease the overall functionality of the Service during a Subscription Term (the "Performance Warranty") and

b) Demandbase will perform any Technical Services in a professional and workmanlike manner (the "Technical Services Warranty").

12.2 Warranty Remedy. If Demandbase breaches Section 12.1 (Limited Warranty), and Customer makes a reasonably detailed warranty claim within 30 days of discovering the issue, then Demandbase will use reasonable efforts to correct the non-conformity. If Demandbase cannot do so within 30 days of Customer's warranty claim, either party may terminate the affected Order related to the non-conforming Service or Technical Services. Demandbase will then refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term (for the Performance Warranty) or for the non-conforming Technical Services (for the Technical Services Warranty). These procedures are Customer's exclusive remedy and Demandbase's entire liability for breach of the warranties in Section 12.1. These warranties do not apply to (a) issues caused by misuse or unauthorized modifications, (b) issues in or caused by Third-Party

Platforms or other third-party systems or (c) Trials and Betas or other free or evaluation use.

12.3 Disclaimers. Except as expressly provided in Section 12.1 (Limited Warranty), the Service, Demandbase Data, Support, Technical Services and all related Demandbase services are provided "AS IS". With respect to the Demandbase Data Solution, Section 12.1 (Limited Warranty) applies solely to availability of the Service; Demandbase makes no warranty as to the completeness, accuracy or content of any Demandbase Data. Demandbase and its suppliers make no other warranties, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, title or noninfringement. Without limiting its express obligations in Section 3 (SLA and Support) or Section 4.2 (Security), Demandbase does not warrant that Customer's use of the Service will be uninterrupted or error-free or that any data will be accurate or maintained without loss. Demandbase is not liable for delays, failures or problems inherent in use of the Internet and electronic communications or other systems outside Demandbase's control. Customer may have other statutory rights, but any statutorily required warranties will be limited to the shortest legally permitted period.

13. Term and Termination.

13.1 Term. This Agreement starts on the Effective Date and continues until expiration or termination of all Subscription Terms.

13.2 Termination. Either party may terminate this Agreement (including all Orders) if the other party (a) fails to cure a material breach of this Agreement (including a failure to pay fees) within 30 days after notice, (b) ceases operation without a successor or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days.

13.3 Effect of Termination. Upon expiration or termination of this Agreement or an Order, Customer's access to the Service and Technical Services will cease, other than the limited use of the Service to export Customer Data as described in Section 4.4 (Data Export). At the disclosing party's request upon expiration or termination of this Agreement, the receiving party will delete all of the disclosing party's Confidential Information (excluding Customer Data, which is addressed in Section 4.4) and, upon request, promptly certify as to the deletion. Customer Data and other Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to this Agreement's confidentiality restrictions.

13.4 Survival. These Sections survive expiration or termination of this Agreement: 2.4 (Restrictions), 4.4 (Data Export), 5 (Customer Obligations), 8 (Website Data), 10.2 (Fees and Taxes), 12.3 (Disclaimers), 13.3 (Effect of Termination), 13.4 (Survival), 14 (Ownership), 15 (Limitations of Liability), 16 (Indemnification), 17 (Confidentiality), 18 (Required Disclosures), 21 (General Terms) and 22 (Definitions). Except where an exclusive remedy is provided, exercising a remedy under this Agreement does not limit other remedies a party may have, including termination.

14. Ownership. Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for Demandbase's use rights in this Agreement, between the parties Customer retains all intellectual property and other rights in Customer Data and Customer Materials provided to Demandbase. Except for Customer's use rights in this Agreement, Demandbase and its licensors retain all intellectual property and other rights in the Service, Demandbase Data, any Technical Services deliverables and related Demandbase technology, templates, formats and dashboards, including any modifications or improvements to these items made by Demandbase. If Customer provides Demandbase with feedback or suggestions ("Feedback") regarding the Service or other Demandbase offerings, Demandbase may use the Feedback without restriction or obligation.

15. Limitations of Liability.

15.1 Consequential Damages Waiver. Except for Excluded Claims, neither party (nor its suppliers) will have any liability arising out of or related to this Agreement for any loss of use, lost data, lost profits, failure of security mechanisms, interruption of business or any indirect, special, incidental, reliance or consequential damages of any kind, even if informed of their possibility in advance.

15.2 Liability Cap. Except for Excluded Claims, each party's (and its suppliers') entire liability arising out of or related to this Agreement will not exceed in aggregate the amounts paid or payable by Customer to Demandbase during the prior 12 months under this Agreement.

15.3 Excluded Claims. "Excluded Claims" means: (a) Customer's breach of Sections 2.4 (Restrictions), 5 (Customer Obligations) or 6.2 (Advertising Service), (b) either party's breach of Section 17 (Confidentiality) (but excluding claims relating to Customer Data or Website Data) or (c) amounts payable to third parties under the indemnifying party's obligations in Section 16 (Indemnification).

15.4 Nature of Claims and Failure of Essential Purpose. The waivers and limitations in this Section 15 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

16. Indemnification.

16.1 Indemnification by Demandbase. Demandbase will defend Customer from and against any third-party claim to the extent alleging that the Service, when used by Customer as authorized in this Agreement, infringes a third-party's U.S. or E.U. patent, copyright, trademark or trade secret, and will indemnify and hold harmless Customer against any damages or costs awarded against Customer (including reasonable attorneys' fees) or agreed in settlement by Demandbase resulting from the claim.

16.2 Indemnification by Customer. Customer will defend Demandbase from and against any third-party claim to the extent resulting from Customer Data, Customer Materials or Customer's breach or alleged breach of Section 5 (Customer Obligations) or Section 6.2 (Advertising Service), and will indemnify and hold harmless Demandbase against any damages or costs awarded against Demandbase (including reasonable attorneys' fees) or agreed in settlement by Customer resulting from the claim.

16.3 Procedures. The indemnifying party's obligations in this Section 16 are subject to receiving (a) prompt notice of the claim, (b) the exclusive right to control and direct the investigation, defense and settlement of the claim and (c) all reasonably necessary cooperation of the indemnified party, at the indemnifying party's expense for reasonable out-of-pocket costs. The indemnifying party may not settle any claim without the indemnified party's prior consent if settlement would require the indemnified party to admit fault or take or refrain from taking any action (other than relating to use of the Service, when Demandbase is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

16.4 Mitigation and Exceptions. In response to an actual or potential infringement claim, if required by settlement or injunction or as Demandbase determines necessary to avoid material liability, Demandbase may at its option: (a) procure rights for Customer's continued use of the Service, (b) replace or modify the allegedly infringing portion of the Service to avoid infringement without reducing the Service's overall functionality or (c) terminate the affected Order and refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term. Demandbase's obligations in this Section 16 do not apply (1) to infringement resulting from Customer's modification of the Service or use of the Service in combination with items not provided by Demandbase (including

Third-Party Platforms), (2) to unauthorized use of the Service, (3) if Customer settles or makes any admissions about a claim without Demandbase's prior consent, (4) to Trials and Betas or other free or evaluation use or (5) to infringement resulting from a Demandbase Client other than the most recent release. This Section 16 sets out Customer's exclusive remedy and Demandbase's entire liability regarding infringement of third-party intellectual property rights.

17. Confidentiality.

17.1 Definition. "Confidential Information" means information disclosed to the receiving party under this Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Demandbase's Confidential Information includes the terms and conditions of this Agreement, any technical or performance information about the Service and Demandbase Data. Customer's Confidential Information includes Customer Data.

17.2 Obligations. As receiving party, each party will (a) hold Confidential Information in confidence and not disclose to third parties except as permitted in this Agreement, including Section 4.1 (Customer Data Use) and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. The receiving party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for Demandbase, the subcontractors referenced in Section 21.9), provided it remains responsible for their compliance with this Section 17 and they are bound to confidentiality obligations no less protective than this Section 17.

17.3 Exclusions. These confidentiality obligations do not apply to information that the receiving party can document (a) is or becomes public knowledge through no fault of the receiving party, (b) it rightfully knew or possessed or (c) is independently developed without using the disclosing party's Confidential Information.

17.4 Remedies. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 17.

18. Required Disclosures. Nothing in this Agreement prohibits either party from making disclosures, including of Customer Data, Website Data and other Confidential Information, if required by Law, subpoena or court order, provided (if permitted by Law)

it notifies the other party in advance and cooperates in any effort to obtain confidential treatment.

19. Trials and Betas. If Customer receives access to the Service or Service features on a free or trial basis or as an alpha, beta or early access offering ("Trials and Betas"), use is permitted only for Customer's internal evaluation during the period designated by Demandbase (or if not designated, 30 days). Trials and Betas are optional and either party may terminate Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete or include features that Demandbase may never release, and their features and performance information are Demandbase's Confidential Information. Notwithstanding anything else in this Agreement, Demandbase provides no warranty, indemnity, SLA or support for Trials and Betas and its liability for Trials and Betas will not exceed US$50.

20. Brand Use. Neither party may publicly announce this Agreement except with the other party's prior consent or as required by Laws. However, Demandbase may include reference to Customer and its trademarks in Demandbase's customer lists, but will cease this use at Customer's written request.

21. General Terms.

21.1 Assignment. Neither party may assign this Agreement without the prior consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all its assets or voting securities. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

21.2 Governing Law, Jurisdiction and Venue. This Agreement is governed by the laws of the State of California and the United States without regard to conflicts of laws provisions and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to this Agreement will be the state and United States federal courts located in San Francisco, California and both parties submit to the personal jurisdiction of those courts.

21.3 Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

21.4 Notices. Except as set out in this Agreement, any notice or consent under this Agreement must be in writing and will be deemed given: (a) upon receipt if by personal

delivery, (b) upon receipt if by certified or registered U.S. mail (return receipt requested), (c) one day after dispatch if by a commercial overnight delivery service or (d) upon delivery if by email. If to Customer, notice may be sent to Customer's address on the first page or Customer's email address on file. If to Demandbase, notice must be sent to the address below (with a copy to legal@demandbase.com). Either party may update its address with notice to the other party. Demandbase may also send operational notices (including updates to Policies) to Customer through the Service.

Demandbase Contact Information
Demandbase, Inc.
222 2nd St., 24th Floor
San Francisco, CA 94105
Attention: Demandbase Legal
Legal@demandbase.com

21.5 Entire Agreement. This Agreement (which includes all Orders, the Policies and the DPA) is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. This Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.

21.6 Amendments. Any amendments, modifications or supplements to this Agreement must be in writing and signed by each party's authorized representatives or, as appropriate, agreed through electronic means provided by Demandbase. Nonetheless, with notice to Customer, Demandbase may modify the Policies to reflect new features or changing practices, but the modifications will not materially decrease Demandbase's overall obligations during a Subscription Term. The terms in any Customer purchase order or business form will not amend or modify this Agreement and are expressly rejected by Demandbase; any of these Customer documents are for administrative purposes only and have no legal effect.

21.7 Waivers and Severability. Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

21.8 Force Majeure. Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond

its reasonable control, such as a strike, blockade, war, act of terrorism, riot, Internet or utility failures, refusal of government license or natural disaster.

21.9 Subcontractors. Demandbase may use subcontractors and permit them to exercise Demandbase's rights, but Demandbase remains responsible for their compliance with this Agreement and for its overall performance under this Agreement.

21.10 Independent Contractors. The parties are independent contractors, not agents, partners or joint venturers.

21.11 Export. Customer agrees to comply with all relevant U.S. and foreign export and import Laws in using the Service. Customer (a) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (b) agrees not to access or use the Service in violation of any U.S. export embargo, prohibition or restriction and (c) will not submit to the Service any information controlled under the U.S. International Traffic in Arms Regulations.

21.12 Government End-Users. Elements of the Service are commercial computer software. If the user or licensee of the Service is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Service or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Service was developed fully at private expense. All other use is prohibited.

21.13 Open Source. Demandbase Clients may incorporate third-party open source software ("OSS"), as listed in the Documentation or by Demandbase upon request. To the extent required by the OSS license, that license will apply to the OSS on a stand-alone basis instead of this Agreement.

22. Definitions.

"Ads Policy" means the Demandbase Ads Policy, the current version of which is at https://demandbase.com/ads-policy/.

"Advertising Service" means advertising services as identified in the applicable Order.

"Affiliate" means an entity directly or indirectly owned or controlled by a party, where "ownership" means the beneficial ownership of fifty percent (50%) or more of an entity's voting equity securities or other equivalent voting interests and "control" means the power to direct the management or affairs of an entity.

"Content" means text, images, videos or other content provided by Customer for ads used with the Advertising Service or use on Customer Properties in connection with the Personalization Service.

"Customer Data" means any data, content or materials that Customer (including its Users) submits or makes accessible to the Service, including from Third-Party Platforms. Customer Data includes Content unless otherwise specified.

"Customer Materials" means materials, systems and other resources that Customer provides to Demandbase in connection with Technical Services.

"Customer Properties" means the root domains of the website(s) controlled by Customer as identified in the applicable Order.

"DPA" means the Data Protection Addendum between the parties, available at https://www.demandbase.com/data-processing-agreement/.

"Demandbase Client" means any application program interfaces, browser extensions, mobile applications or other code made available to Customer by Demandbase for use with the Service.

"Demandbase Data" means proprietary account, firmographic, technographic or other data, content and insights provided by Demandbase to Customer in connection with the Service (excluding Customer Data or Website Data).

"Demandbase Data Co-Op" means the data sharing program through which Customer may choose to share data from Account, Opportunity, Lead and Contact objects in its CRM or marketing automation system with Demandbase to allow Demandbase to augment, create and validate data and derive data and business intelligence insights.

"Demandbase Data Solution" means stand-alone data solutions, as identified in the applicable Order.

"Demandbase Tags" means Demandbase's JavaScript, pixels, cookies or other similar technology or code for implementing the Service. Unless otherwise specified, "Service" includes the Demandbase Tags.

"Documentation" means Demandbase's usage guidelines and standard technical documentation for the Service, as may be modified from time to time.

"Laws" means all relevant local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications and export of technical or personal data.

"Order" means an order for access to the Service, Support, Technical Services or related Demandbase services that is executed by the parties and references this Agreement.

"Personalization Service" means web page personalization services as identified in the applicable Order.

"Policies" means the Ads Policy, Security Policy, Support Policy and SLA.

"Prohibited Data" means any (a) "special categories of data" or "sensitive personal information" as defined under applicable Law, (b) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) ("HIPAA"), (c) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards, (d) any information about an individual that is deemed a child under applicable Laws of the country in which the child resides or any other information subject to regulation or protection under specific Laws such as the Children's Online Privacy Protection Act or Gramm-Leach-Bliley Act (or related rules or regulations), (e) social security numbers, driver's license numbers or other government ID numbers, (f) any data that Customer is prohibited by law or contract from sharing with Demandbase for the purposes specified in the Agreement including the DPA or (g) any data similar to the above protected under foreign or domestic Laws.

"Security Documentation" means the Demandbase security policy, the current version of which is at https://www.demandbase.com/security-policy/ (or such other URL as may be notified by Demandbase from time to time) or any other relevant security information, as made available to Customer by Demandbase.

"Service" means Demandbase's proprietary product(s) and service(s), (such as the GTM Platform, Advertising Service, Personalization Service or Demandbase Data Solution) and as modified from time to time. The Service includes the Documentation and Demandbase Clients but does not include Technical Services deliverables or Third-Party Platforms.

"SLA" means the Demandbase GTM Platform Availability and Support Services, the current version of which is at https://www.demandbase.com/terms-of-service-support/.

"Subscription Term" means the term for Customer's use of the Service as identified in an Order.

"Support" means support for the Service as described in the Support Policy. Customer's Support level will be identified in its Order.

"Support Policy" means the Demandbase GTM Platform Availability and Support Services, the current version of which is at https://www.demandbase.com/terms-of-service-support/.

"Technical Services" means any training, enablement, consulting or other technical services provided by Demandbase related to the Service, as identified in an Order.

"Third-Party Platform" means any platform, add-on, service or product not provided by Demandbase that Customer elects to integrate or enable for use with the Service.

"User" means any employee or contractor of Customer or its Affiliates that Customer allows to use the Service on its behalf.

"User Data Validation" means input flags or other indications provided by Users through the Demandbase Data Solutions to suggest potential inaccuracies in Demandbase Data.

"Visitor" means an end user of a Customer Property.

"Website Data" means data about Visitors collected through the Demandbase Tags placed on Customer Properties, which may include device information (such as Visitor's IP address), cookies, or other technical information (such as web browser type, operating system or timestamp). Website Data does not include Customer Data.
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