

SOFTWARE AS A SERVICE (“SAAS”) TERMS OF SERVICE FOR END-USERS (the “End User Agreement”).

You (“Customer,” “You,” “Your” or related terms) are acquiring a subscription to a Service (as defined below) of Perspectium from an unrelated third party authorized to sell such subscriptions (“Third Party Seller”) under a separate agreement with Perspectium (“Third Party Agreement”). In addition to any terms and conditions related to Your use of the Service pursuant to any agreement by and between You and the Third Party, this End User Agreement contains the terms and conditions that govern Your access to and use of the Service. Perspectium is an express beneficiary of this End User Agreement, and in acquiring a subscription to the Service, You expressly acknowledge and agree that Perspectium shall have the right to enforce this End User Agreement against You. Unless you have executed a separate agreement directly with Perspectium that remains valid and in effect, this End User Agreement constitutes the entire agreement and supersedes any and all prior agreements between You and Perspectium with regard to Your subscription to the Service or Your access to or use thereof under this End User Agreement. By accepting this End User Agreement, either by accessing or using a Service, or authorizing or permitting any Agent or End-User to access or use a Service, You agree to be bound by this End User Agreement. If You are entering into this End User Agreement on behalf of a company, organization or another legal entity (an “Entity”), You are agreeing to this End User Agreement for that Entity and representing that You have the authority to bind such Entity and its Affiliates to this End User Agreement. If You do not have such authority, or if You do not agree with this End User Agreement, You must not accept this End User Agreement and may not use any of the Services. PLEASE READ THE END USER AGREEMENT CAREFULLY. BY CLICKING ON "I ACCEPT" AND/OR ACCESSING AND USING PERSPECTIUM PRODUCTS AND SOLUTIONS, YOU WILL INDICATE YOUR AGREEMENT TO ITS TERMS EFFECTIVE AS OF THE DATE OF ACCEPTANCE.

1. Definitions.

1.1. "Customer Data." Customer’s information or other data processed, or transmitted by, in or through the Services, including without limitation, personal information.

1.2. “Instances” The number of identifiable instances or applications identified for use of the Services as stated in the applicable order form and not exceeding the maximum number of instances designated by Perspectium.

1.3. "Proprietary Rights." Any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law.

1.4. "Services." means the Perspectium products and services that are ordered by You or the Third-Party Seller, and made available online by Perspectium, including, the applicable Perspectium technology and Software necessary to deploy and serve the Services, updates, and any documentation, that are provided under this End User Agreement. “Services” exclude (i) Third Party Services as that term is defined in this End User Agreement; and (ii) any services that are not provided by Perspectium or otherwise, under this End User Agreement.

1.5. "Site." Perspectium’s www.perspectium.com website including any Services offered through the perspectium.com domain name.

1.6. “Software” means software products that are licensed to you under this End User Agreement in connection with the Services, including, but not limited to, any related components provided with the Software, application programming interfaces, and any updates and releases thereto.

1.7. “Third Party Services” means third party products, applications, services, software, products, networks, systems, directories, websites, databases and information which i) may be provided by a third-party; or ii) other products or services which You may connect to or enable.

2. Agreement. This End User Agreement consists of the End User Agreement and the respective Privacy Policies of Perspectium. Perspectium’s Privacy Policy can be viewed at <https://www.perspectium.com/privacy/>.

3. Modification of the Agreement. Perspectium reserves the right to modify this End User Agreement at any time by posting an amended End User Agreement that is always accessible through links placed on one of the Services or login pages and/or by giving you prior notice of a modification. You should check this End User Agreement periodically for modifications by scrolling to the bottom of this page for a listing of material modifications and their effective dates.

4. Services. Services consist of the applicable subscribed to Services provided by Perspectium and/or its website.

5. Use and Restrictions.

5.1. Subject to compliance with the terms and conditions of this End User Agreement, you may access and use the Services only through the login protocols and direct access URLs provided to you, for your own internal purposes and for the number of instances, applications and/or records specified. You agree not to access (or attempt to access) the Services by any other means than which we provide including through any automated means (including use of scripts or web crawlers), and you agree to comply with the instructions set out in any robots.txt file present on the Services. All rights not expressly granted in this End User Agreement are reserved by Perspectium and its licensors.

5.2. You are not authorized to (i) resell, sublicense, transfer, assign, or distribute the Services or content; (ii) modify or make derivative works based upon the Services or content; (iii) "frame" or "mirror" the Services or content on any other server or Internet-enabled device, or (iv) reverse engineer, decompile the Services or their enabling software for any purpose.

6. Provision of Support Services. The Company's policies with respect to the provision of the Subscription Services and Software, including technical support and availability, are set forth in the Company's standard Service Guide located at <https://doc.perspectium.com/display/resources/Legal+Docs>.

7. Ownership. The Software and technology used to generate and provide the Services are protected by law, including, but not limited to, United States copyright law and international treaties. Ownership of the Proprietary Rights embodied in the Site, Services, and Perspectium Software and all derivatives thereof, shall remain exclusively vested in and be the sole and exclusive property of Perspectium and its licensors. Except for the limited rights granted herein, all other rights are reserved. The www.perspectium.com domain name, product names and logos associated with the Services are trademarks of Perspectium or third parties.

8. Your Account-Related Responsibilities. You are responsible for maintaining the confidentiality of your login protocols, direct access URLs, and any additional information that we may provide regarding accessing the Services. You agree to immediately notify us of any unauthorized use of your login protocols or any other breach of security.

9. Mutual Exchange of Confidential Information. The parties anticipate that each may disclose confidential information to the other. The disclosing party shall be referred to as the "Owner" and the receiving party the "Recipient".

9.1 For purposes hereof, "Confidential Information" means (i) the terms and conditions hereof, (ii) non-public aspects of Perspectium's Site, the Services and additional services provided by Perspectium, and Perspectium's business and technical information; and (iii) Customer Data, and non-public aspects of Customer's technology, business and technical information, and data. In addition, Confidential Information includes information which a reasonable person would deem to be Confidential Information.

9.2. Restrictions on Use and Disclosure. Recipient may use Confidential Information of Owner only for the purposes of this End User Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information, using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this End User Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure.

9.3. Exclusions. The restrictions of this End User Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a party as evidenced by its written and dated records and without any breach of this End User Agreement; or (v) is the subject of a written permission to disclose provided by Owner or required to be disclosed by applicable laws, rules or regulations.

10. Third Party Services. If You decide to enable, access or use services provided by other parties be advised that Your access and use of such Third Party Services is governed solely by the terms and conditions of such Third Party Services, and We do not endorse, are not responsible or liable for, and make no representations as to any aspect of such Third Party Services, including, without limitation, their content or the manner in which they handle, protect, manage or process data or any interaction between You and the provider of such Third Party Services. You irrevocably waive any claim against Perspectium with respect to such Third-Party Services. We are not liable for any damage or loss caused or alleged to be caused by or in connection with Your enablement, access or use of any such Third-Party

Services, or Your reliance on the privacy practices, data security processes or other policies of such Third-Party Services.

10.1 Disclaimer of Actions of Third Parties, Internet Services. Perspectium does not and cannot control the flow of data to or from Perspectium's technology and other portions of the Internet. Such flow of data depends on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt customer's connections to the Internet (or portions thereof). Although Perspectium will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Perspectium cannot guarantee that such events will not occur. Perspectium **DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE PERFORMANCE OR NONPERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES.**

11. Open Source Software. "Open Source Software" means software components or third party libraries embedded in the Services and may be subject to separate and/or additional license terms, which can be found http://wiki.perspectium.com/doku.php?id=replicator_agent_third_party_libraries.

12. Export Control. Each party shall comply with any applicable export laws and regulations and obtain any and all export licenses and/or governmental approvals, if necessary.

13. Registration Data. Registration is required for you to establish an account for the Services. You agree to provide complete, and accurate information about you as prompted to do so by our online registration form ("Registration Data"). You warrant that your Registration Data is and will continue to be accurate and current, and that you are authorized to provide such Registration Data. Solely to enable us to use information you supply us internally, so that we are not violating any rights you might have in that information, you grant to us a nonexclusive license to (i) convert such information into digital format such that it can be read, utilized and displayed by our computers or any other technology currently in existence or hereafter developed capable of utilizing digital information, and (ii) combine the information with other content provided by us in each case by any method or means or in any medium whether now known or hereafter devised.

14. Security. You shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of your link to the Internet. You are also responsible for encryption of the Customer Data prior to its transmission via the Service. As part of the Services, the Perspectium shall implement reasonable and appropriate security procedures consistent with prevailing industry standards to protect data from unauthorized access by physical and electronic intrusion; provided, however, unless resulting from the failure of Perspectium to perform the forgoing obligations, the parties agree that Perspectium shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Perspectium at the time. Perspectium will promptly report to you any unauthorized access to your data promptly upon discovery by Perspectium, and Perspectium will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in your data is required, you shall be solely responsible for any and all such notifications at your expense.

15. Term; Termination.

15.1. Term. Subject to the termination rights of this End User Agreement, the initial term and any subsequent renewals of the Service are for a period of one year, unless specified otherwise. For trial periods the term shall be as specified during registration.

15.2. Cancellation. Except as otherwise stated herein, either You or Perspectium may elect to cancel or terminate Your subscription to the Service when there are no active subscriptions or open orders for Services.

15.3. Termination Rights. You agree that We may terminate your account and access to the Services for cause without prior notice, upon the occurrence of any one of the following: (i) any material breach of this End User Agreement by You, or (ii); failure to receive payment of any subscription license fee due and payable to Perspectium, or iv) requests by law enforcement or other government agencies. Perspectium shall not be liable to You or any other third party for any such modification, suspension or discontinuation of Your rights to access and use the Service. Any suspected fraudulent, abusive, or illegal activity by You or Your agents may be referred to law enforcement authorities at Our sole discretion.

15.4 Notwithstanding the foregoing, no refunds or credits for subscription charges or other fees or payments will be provided to You if You elect to terminate Your subscription to the Service prior to the end of Your then effective subscription term or for termination pursuant to Section 15.3.

15.5 Return of Materials. Within ten (10) days of the expiration or termination of this End User Agreement, each party shall return to the other any hard copy materials provided and shall return or destroy any Confidential Information.

16. Representations and Warranties.

16.1. Customer represents and warrants that (i) the performance of its obligations and use of the Services (by Customer and its Authorized Users) will not violate any applicable laws, or regulations, including without limitation any and all laws and regulations regarding the transfer of personal information of residents of the European Union outside the European Union, or (ii) cause a breach of any agreements with any third parties or unreasonably interfere with the use by other Perspectium customers of Perspectium services. Customer acknowledges that Perspectium does not monitor the content of the information passing through the Services for purposes of verifying accuracy or legal compliance,

16.2. Warranty Disclaimers. EXCEPT AS MAY BE PROVIDED IN ANY SEPARATE WRITTEN AGREEMENTS SIGNED BY THE PARTIES, THE SERVICES ARE PROVIDED "AS-IS", AND NEITHER WE NOR ANY OF OUR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO SUCH THE SERVICES. THE SERVICE PROVIDERS AND ITS LICENSORS SPECIFICALLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE. IF IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD REQUIRED BY APPLICABLE LAW.

17. Intellectual Property Indemnity. Except for third party software, including without limitation, open source software, Perspectium will indemnify, defend and hold harmless Customer from and against any lawsuit, liabilities, loss, cost or expense arising out of a third- party claim made against Customer that the Perspectium technology or Services infringe on any U.S. intellectual property right of a third party; provided, however, that Perspectium is notified in writing of such claim promptly after such claim is made upon Customer. Perspectium shall have no liability or obligation if the claim arises from (i) any alteration or modification to the Perspectium technology or Services other than by Perspectium, (ii) any combination of the Perspectium technology or Services by Customer with other programs or data not furnished by Perspectium, or (iii) any use by Customer of the Perspectium technology or Services that is prohibited by this End User Agreement or otherwise outside the scope of use for which the Perspectium technology or Services are intended.

18. Options for Infringement Claims. If any party is enjoined from using the Perspectium technology, or if Perspectium believes that the Perspectium technology may become the subject of a claim of intellectual property infringement, Perspectium, at its option and expense, may: (i) procure the right for Customer to continue to use the Services; (ii) replace or modify the Perspectium technology so as to make it non-infringing; provided, however, that the Services continue to conform to the descriptions in the documentation; or (iii) terminate this End User Agreement, in which case Perspectium shall refund to Customer a pro-rated amount of any and all subscription fees paid in advance by Customer for those Services not provided by Perspectium. This Section and the preceding Section sets forth the entire liability of Perspectium to Customer for any infringement by the Perspectium Software or technology or Services of any intellectual property right of any third party.

19. LIMITATION OF LIABILITY. IN NO EVENT SHALL THE COMPANY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING WITHOUT LIMITATION THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. Liability Cap. Except for Perspectium's indemnity expressly provided herein and Perspectium's confidentiality obligations, in no event shall Perspectium's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, shall not exceed the total of subscription fees payable by Customer to Perspectium for the Services for the twelve (12) months immediately preceding the claim for such liability.

21. Assignment. Customer shall not assign this End User Agreement or any right or interest under this End User Agreement, without Perspectium's prior written consent. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective.

22. Force Majeure. We shall not be liable for damages for any delay or failure of delivery arising out of causes beyond our reasonable control and without our fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures.

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

24. Notices. All notices provided by Perspectium to You under this End User Agreement may be delivered in writing (a) by nationally recognized overnight delivery service ("Courier") or U.S. mail to the contact mailing address provided by You on any order form or your corporate office; or (b) any electronic mail to the electronic mail address provided for Your Account owner. You must give notice to Perspectium in writing by Courier or U.S. mail to 12464 Rancho Bernardo Road, #372, San Diego, California 92128 U.S.A. Attn: Legal Department. All notices shall be deemed to have been given immediately upon delivery by electronic mail, or if otherwise delivered upon receipt or, if earlier, two (2) business days after being deposited in the mail or with a Courier as permitted above.

25. Arbitration. Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this End User Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. The arbitration shall be conducted by telephone or online. The controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement.

26. Governing Law and Venue. Except for any disputes subject to Section 26, this End User Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. Subject to Section 26, any disputes under this End User Agreement shall be resolved in a court of general jurisdiction in San Diego County, California.

27. Survival. Those clauses the survival of which is necessary for the interpretation or enforcement of this End User Agreement shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof.