

MASTER SUBSCRIPTION AND PROFESSIONAL SERVICES AGREEMENT

(Updated July 9th, 2020)

This MASTER SUBSCRIPTION AND PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into as of the Effective Date, by and between the customer identified in the signature block below ("Customer") and LeanData, Inc. ("LD") a Delaware corporation with offices at 2901 Patrick Henry Drive, Santa Clara, CA 95054. Customer and LD are sometimes referred to herein individually as a "Party" and collectively as the "Parties". This Agreement is effective as of the last date of signature hereto, or the effective date of the accompanying Order Form ("Effective Date").

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

- a) "Affiliate" of a Party means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Party. For purposes of this definition, the "control" of an entity (and the correlative terms, "controlled by" and "under common control with") means the direct or indirect ownership or control of more than 50% of the voting interests of such entity.
- b) "Confidential Information" means all confidential and proprietary information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally or in writing, that is either marked or designated as confidential at the time of disclosure to the Receiving Party, or that a reasonable person should consider confidential or proprietary given the nature of the information and the circumstances under which it is disclosed, including pricing and other terms set forth in an Order Form. The LD Property shall constitute LD's Confidential Information regardless of the means or manner by which it is disclosed. Customer Data shall constitute Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that a Receiving Party can show: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (iii) was independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party (excluding patentable subject matter which is not subject to this exclusion); or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.
- c) "Content" means all content, including text, data, information, graphics, charts, and/or tables.
- d) "Customer" means any individual or entity who executes an Order Form for Services.
- e) "Customer Data" means any data, files, text, graphics, images, software, works of authorship of any kind, and information or other materials that Customer transmits to, uploads to, transfers to, processes on, stores in, or causes to interface with, Customer's account(s) associated with the Subscription Services.
- f) "Customer Marks" the name, trademarks and logos of Customer or its Affiliates, but in all cases excluding all LD Marks.
- g) "Customer Property" means (i) the Customer Data, (ii) all patent, copyright, trade secret or other intellectual property rights (other than trademark rights) embodied in or related to any of the foregoing (the "Customer IPR") and (iii) the Customer Marks.
- h) "Documentation" means all documentation and other instructional material made available by LD regarding the use of the Subscription Service, including any applicable Statement of Work.
- i) "End Point" means any user or queue in Salesforce that receives a routed object.
- j) "Fees" means all fees specified in or otherwise incurred pursuant to an Order Form.
- k) "LD Marks" means the LD name and logo, LeanData.com and any other product and service names, logos and trademarks of LD or any of its Affiliates used in connection with the Subscription Services.
- l) "LD Property" means (i) the Subscription Service, (ii) all Technology and Content supplied by LD in connection with, or used by LD in providing, any of the foregoing, and (iii) all patent, copyright, trade secret, trademark (including the LD Marks) or other intellectual property rights (other than trademark rights) embodied in or related to any of the foregoing (the "LD IPR").
- m) "Order Form" means an ordering document for Services purchased from LD that has been executed hereunder by the Parties, including without limitation any attached or associated statement of work.
- n) "Professional Services" means fee-based setup, implementation, configuration, consulting, training, content development and other services (other than the Subscription Service) that LD provides pursuant to an Order Form.
- o) "Representatives" means with respect to any individual and/or the entity on whose behalf such individual is entering into a commercial agreement with LD, all users, employees, agents, subcontractors and other representatives of such individual or entity (as applicable).
- p) "Services" means the Subscription Services and Professional Services.
- q) "Statement of Work" or "SOW" means the description of the particular service(s) a Customer purchases, which may be attached to the applicable Order Form.
- r) "Subscription Services" means the software services provided by LD, including (i) the interfaces, applications, and software provided to users, (ii) the Documentation, and (iii) any modifications, updates, derivative works, optional modules, custom or standard enhancements, updates, and upgrades to or of any of the foregoing.
- s) "Subscription Term" means the subscription period set forth in the applicable Order Form during which LD agrees to provide the Subscription Services to Customer.

- t) "Technology" means all inventions, software, hardware, designs, user interfaces, technical information and documents, specifications, formulas, results, data, databases, products, algorithms, processes, methods, techniques, protocols, materials and other technology in any stage of development, whether or not any of the same are confidential or not generally known.
- u) "Third Party Products" means third party applications, systems, or services used by Customer but not supplied by LD as part of the Subscription Services (e.g., third-party CRM or LMS software to which the Subscription Services can export Content), including but not limited to Salesforce.com CRM software.

2. Subscription Services

- a) Provision of Subscription Services. Subject to the payment of all applicable Fees and for the applicable Subscription Term, LD hereby grants to Customer a non-sublicensable, non-transferable (except as provided herein), non-exclusive right to access, provision to Customer's Salesforce instance, and use the Subscription Service, in accordance with the terms and conditions of this Agreement and all Order Forms.
- b) Order Forms. Each Order Form for Subscription Services will describe additional mutually agreed-upon limitations on use of the Subscription Service, including, to the extent applicable, Fees, the Subscription Term, the number of and/or class of permitted End Points and the permitted scope of use of the Subscription Services.
- c) Limitations. Customer agrees not to decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Services; or make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Services.
- d) Audit. Upon LD's written request, LD will be entitled to audit or have audited all systems and records relevant to assure compliance with the number of End Points stated in the applicable Order Form. In the case that the number of End Points exceeds the number stated in the applicable Order Form, Customer shall have thirty (30) calendar days to bring Customer's usage into compliance with the Order Form. Failure to bring Customer's usage into compliance with the Order Form shall result in LD invoicing Customer for the number of End Points beyond Customer's Subscription.

3. Professional Services (applicable if included in the Order Form)

- a) Scope. LD will perform the Professional Services set forth in an Order Form and/or Statement of Work executed by the Parties, which shall include and/or specify a description of the Professional Services to be provided to Customer, the timeline for the performance of Professional Services, and the applicable Fees and payment terms. If either Customer or LD request a change in the scope of Professional Services, any agreed-upon changes, including changes in Fees and expenses, will not be binding against either Party unless set forth in a writing executed by the Parties (each, a "Change Order").
- b) Customer Cooperation. Customer acknowledges that LD's ability to timely deliver the Services is dependent upon Customer's ongoing cooperation and assistance. Accordingly, Customer will supply to LD, on a timely basis, all information, material, and assistance reasonably necessary for LD to perform the Services, including the Customer Data, and any additional information, material, or assistance identified in an Order Form and/or SOW. LD's period of performance shall be equitably extended to account for any delays resulting from Customer's failure to fully comply with the foregoing.
- c) Staffing. LD shall be responsible for staffing decisions with respect to employees or contractors utilized in the performance of any Service under this Agreement, and shall have the right at any time to delegate, subcontract, remove or replace any of its personnel or contractors assigned to perform any Services under this Agreement. LD will be responsible for the acts or omissions of its employee and contractor personnel and any delays caused by the reassignment or replacement thereof.
- d) Expense Reimbursements. If applicable, Customer will reimburse LD for reasonable travel and other expenses incurred in connection with performing the Professional Services, provided that Customer approves such expenses before they are incurred.

4. Fees and Payment Terms

- a) Fees. Customer will pay LD all Fees in accordance with this Section 4 and the applicable Order Form. Fees are quoted and payable in United States dollars. Payment obligations are non-cancelable and Fees paid are non-refundable unless this Agreement or an applicable Order Form is terminated for cause pursuant to Section 10(c), in which case any prepaid, unearned Fees will be refunded.
- b) Invoices and Payment. Customer shall pay Fees according to the terms of the applicable Order Form.
- c) Taxes. Customer is solely responsible for the payment of all taxes, assessments, tariffs, duties, or other fees imposed, assessed, or collected by or under the authority of any governmental body (collectively, "Taxes") arising from LD's provision of the Services hereunder, except any taxes assessed upon LD's net income or payroll. If LD is required to directly pay Taxes related to Customer's use or receipt of any Services, Customer agrees to promptly reimburse LD for any amounts paid by LD.

5. Proprietary Rights

- a) Customer Property. As between Customer and LD, Customer retains all rights, title, and interest in and to the Customer Property. Except as expressly set out in this Agreement, no right, title, or license under any Customer Property is granted to LD or implied hereby, and for any Customer Property that is licensed to LD, no title or ownership rights are transferred with such license.
- b) License to LD. To the extent Customer makes Customer Data available to LD, Customer hereby grants LD a limited, non-exclusive, non-transferable (except in connection with the permitted assignment of this Agreement), and royalty-free license under Customer IPR to access and use the Customer Data and any other Customer Property made available to LD or any of its Affiliates, solely as necessary for LD to provide the Services to Customer pursuant to this Agreement.
- c) LD Property. As between LD and Customer, LD retains all rights, title, and interest in and to the LD Property, and except as expressly set out in this Agreement, no right, title, or license under any LD Property is granted to Customer or implied hereby.

6. Confidentiality and Data Security

- a) Confidentiality. During the term of this Agreement and for a period of three (3) years thereafter, each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind; provided that a Receiving Party may disclose Confidential Information of the Disclosing Party to its Affiliates, officers, directors, employees, subcontractors, agents or prospective financing sources or acquirers who need to know such information in connection with this Agreement and who are bound by written agreements requiring the protection of such Confidential Information.
- b) Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's expense, if the Disclosing Party wishes to contest the disclosure.
- c) Return of Confidential Information. At any time upon the request of the Disclosing Party, or in the event of termination of this Agreement, the Receiving Party will return, or destroy as so directed by the Disclosing Party, all Confidential Information of the Disclosing Party, including all copies thereof and notes and other materials incorporating such Confidential Information, whether in physical or electronic form; provided, however, the Receiving Party shall not be required to return or destroy electronic copies that are automatically stored in accordance with Receiving Party's generally applicable backup policies and which are not reasonably accessible by the Receiving Party ("Backup Media"). All Backup Media shall remain subject to the confidentiality obligations set forth herein, notwithstanding the expiration or termination of this Agreement, so long as it remains undeleted.
- d) Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information in breach of this Section 6, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.
- e) Customer Data Security. The Subscription Services operate within Customer's Salesforce instance, and are not hosted by LD. No Customer Data leaves Salesforce via the Subscription Services. Unless specifically requested by Customer, LD personnel do not handle, process, or have access to any Customer Data. LD does not store any Customer Data.

7. Warranties; Disclaimers

- a) Mutual Warranties. Each Party represents and warrants that it has the legal power and authority to enter into this Agreement.
- b) LD Warranties. LD warrants to Customer that during the applicable Subscription Term the Subscription Services purchased by Customer will substantially perform in all material respects with the applicable portions of the Documentation (provided Customer opts to install regular upgrades provided by LD). This warranty shall not apply to non-conformities, errors, or problems caused by acts within the control of Customer or any of its Representatives, or arising from Customer's negligence or improper use of the Subscription Service, from unauthorized modifications made to the Subscription Service, from use of the Subscription Services in an unsupported operating environment or manner, or from interoperability issues arising from devices or equipment or browsers used by Customer to access the Subscription Service, or that arises from Customer's or any third party's software or systems (including Third Party Products). Professional Services performed by LD under this Agreement will be performed in a professional and workmanlike manner.
- c) Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BUT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (1) NEITHER PARTY MAKES ANY ADDITIONAL WARRANTY, CONDITION, REPRESENTATION, UNDERTAKING OR GUARANTY OF ANY KIND TO THE OTHER PARTY, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, (2) EACH PARTY HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS, UNDERTAKINGS AND GUARANTIES, INCLUDING, WITHOUT LIMITATION, ANY WITH RESPECT TO TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND (3) LD'S LIABILITY UNDER ANY IMPLIED OR STATUTORY WARRANTY, CONDITION, REPRESENTATION, UNDERTAKING OR GUARANTY WHICH CANNOT BE LEGALLY EXCLUDED IS LIMITED IN RESPECT OF THE SERVICES TO SUPPLYING THE SERVICES AGAIN OR PAYING THE COST OF SUPPLYING THE SERVICES AGAIN. LD DOES NOT REPRESENT OR WARRANT THAT: (I) THE SERVICES WILL MEET CUSTOMER'S BUSINESS REQUIREMENTS; (II) THE SUBSCRIPTION SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT THE RESULTS OBTAINED FROM ITS USE WILL BE ACCURATE OR RELIABLE; OR (III) ALL DEFICIENCIES IN THE SERVICES CAN BE FOUND OR CORRECTED. LD WILL NOT BE RESPONSIBLE FOR: (A) LOSS OF DATA THAT IS NOT DUE TO A BREACH OF THIS AGREEMENT BY LD; (B) THE INABILITY OF CUSTOMER TO ACCESS OR INTERACT WITH ANY OTHER SERVICE PROVIDER THROUGH THE INTERNET, OTHER NETWORKS OR USERS THAT COMPRISE THE INTERNET OR THE INFORMATIONAL OR COMPUTING RESOURCES AVAILABLE THROUGH THE INTERNET.

8. Indemnification

- a) Indemnification by LD. LD will defend and pay Customer, its employees, directors and officers (the "Customer Indemnified Parties") from and against any and all costs, damages and expenses, including reasonable attorneys' fees (collectively, "Losses"), suffered or incurred by any Customer Indemnified Party, as a result of any claim brought by a third party ("Third Party Claim") against a Customer Indemnified Party alleging that the use of the Subscription Services in accordance with the terms and conditions of this Agreement infringes any patent, copyright, trademark or trade secret right of such third party (an "Infringement Claim"). Without limiting the foregoing, in the event that the Subscription Services or any part thereof is likely to, in LD's sole opinion, or do become the subject of an Infringement Claim, LD may, at its option and expense: (i) procure for Customer the right to continue using the allegedly infringing item, (ii) substitute a functionally equivalent non-infringing replacement for such item, or (iii) modify such item to make it non-infringing and functionally equivalent, or (iv) terminate the Agreement and any outstanding Order Forms and refund to Customer Fees paid by Customer to LD for the infringing items in an amount prorated to reflect the period of time between the date Customer was unable to use the Subscription Services due to such Infringement Claim and the remaining days in the current Subscription Term. LD shall have no liability for any Infringement Claim arising from (1) Customer's use or supply to LD of any Customer Property; (2) use of the Subscription Services in combination with any software, hardware, network or system not supplied by LD if the alleged infringement relates to such combination; (3) any modification or alteration of the Subscription Services (other than by LD), if the alleged infringement arises in connection with such modification or alteration; or (4) Customer's violation of applicable law or third party rights.
- b) Indemnification by Customer. Customer will defend and pay LD, its employees, directors and officers (the "LD Indemnified Parties") from and against any and all Losses, suffered or incurred by any LD Indemnified Party, arising from any Third Party Claim against an LD Indemnified Party : (i) alleging that any Customer Property or Customer's use of the Services beyond the license granted in this Agreement violates the rights of privacy or publicity of any third party, or infringes, violates or misappropriates any patent, copyright, trademark or trade secret right of any third party, and/or (ii) of infringement or misappropriation excluded from LD's foregoing indemnity obligations under Section 8.a)..

- c) Indemnification Conditions. The Parties' obligations under this Section 8 are contingent upon the indemnified party (i) giving prompt written notice to the indemnifying party of any claim subject to indemnification under this Section 8, (ii) giving the indemnifying party sole control of the defense or settlement of the claim, and (iii) cooperating in the investigation and defense of such claim(s). The indemnifying party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of the indemnified party or imposes additional obligations on the indemnified party, without the prior express written consent of the indemnified party. The rights and remedies set forth in this Section 8 are subject to the limitations and exclusions set forth in Section 9 below, and are the sole obligations of the indemnifying party and exclusive remedies available to the indemnified party in the event of an applicable Third Party Claim.

9. Limitation of Liability

- a) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER HEREUNDER DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH SUCH CLAIM OR CAUSE OF ACTION AROSE (THE "LIABILITY CAP"), EXCEPT THAT: (I) LIABILITY ARISING OUT OF A BREACH OF THE OBLIGATIONS IN SECTION 6 (CONFIDENTIALITY AND DATA SECURITY) WILL INSTEAD BE LIMITED TO THE HIGHER LIMIT OF THREE TIMES (3X) THE LIABILITY CAP, (II) CUSTOMER'S BREACH OF SECTION 2.c) WILL NOT BE LIMITED BY THE LIABILITY CAP, AND (III) LD'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8.a) FOR THIRD PARTY INFRINGEMENT CLAIMS AGAINST THE SUBSCRIPTION SERVICES WILL NOT BE LIMITED BY THE LIABILITY CAP. THE FOREGOING LIMITATION APPLIES EVEN IF A PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.
- b) Exclusion of Consequential and Related Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOST PROFITS, LOSS OF USE OR DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY OTHER INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NEITHER PARTY SHALL BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE OR INCONVENIENCE SUFFERED BY THE OTHER PARTY OR BY ANY THIRD PERSON, TO THE EXTENT THAT SUCH LOSS, DAMAGE OR INCONVENIENCE IS CAUSED BY THE FAILURE OF THE OTHER PARTY TO COMPLY WITH ITS OBLIGATIONS UNDER THIS AGREEMENT.

10. Term and Termination

- a) Term of Agreement. This Agreement commences on the Effective Date and shall remain in effect until terminated in accordance with Section 10.c).
- b) Term of Subscriptions. Customer's access to the purchased Subscription Services shall commence on the start date specified in the relevant Order Form and continue for the Subscription Term specified on such Order Form.
- c) Termination. Either Party may terminate this Agreement and/or any Order Form by providing written notice to the other Party in the event (i) the other Party materially breaches any of its duties, obligations or responsibilities under this Agreement and fails to cure such breach within thirty (30) days after receipt by the breaching Party of written notice specifying the breach, or provide the other Party with an acceptable plan for curing such breach within ten (10) days after receipt of such notice and thereafter curing such breach in accordance with such plan; (ii) a receiver, trustee, administrator, or administrative receiver is appointed for the other Party or its property; (iii) the other Party makes an assignment for the benefit of creditors; (iv) any proceedings should be commenced against the other Party under any bankruptcy, insolvency, or debtor's relief law, and such proceedings shall not be vacated or set aside within sixty (60) days from the date of commencement thereof; or (v) the other Party is liquidated or dissolved. In addition, a Party may terminate this Agreement by providing written notice to the other Party if there are no Order Forms in effect for more than thirty (30) days, continuously.
- d) Effect of Termination. Expiration or termination of one Order Form shall not affect any other Order Forms.
- e) Surviving Provisions. The following provisions shall survive the termination or expiration of this Agreement for any reason and shall remain in effect after any such termination or expiration: Sections 4, 5.c, 6, 9, 10 and 11. Termination or expiration of this Agreement shall not affect any obligation accrued or arising prior to such termination or expiration.

11. Miscellaneous Provisions

- a) Relationship. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties and LD will be considered an independent contractor when performing any Services hereunder.
- b) Customer Affiliates. An Affiliate of Customer may purchase Services subject to the terms of this Agreement by executing Order Forms with LD hereunder. By entering into an Order Form hereunder, the Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.
- c) Entire Understanding. This Agreement (including all Exhibits, Order Forms, SOWs and the Documentation, all of which are incorporated herein by reference) constitutes the entire agreement between the Parties as to its subject matter, and supersedes all prior proposals, marketing materials, negotiations and other written or oral communications between the Parties with respect to the subject matter of this Agreement. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Order Form, the terms of such Order Form shall prevail. Notwithstanding any language to the contrary therein, all terms and conditions stated in any Customer purchase order or in any other ordering documentation (excluding Order Forms) are hereby rejected. Such terms will not be deemed incorporated into or form any part of this Agreement, and all such terms or conditions are null and void.
- d) Modification; Waiver and Cumulative Remedies. Except for LD's modification or update of this Agreement, the Documentation or the Subscription Service, or any policies as necessary to comply with applicable law, rules, regulations, no other modification of this Agreement, and no waiver of any breach of this Agreement or right under this Agreement, is legally binding against the other Party unless in writing and signed or electronically accepted by both Parties. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.
- e) Arbitration; Governing Law; Venue. The parties hereto agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity hereof or thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by final and binding arbitration in Santa Clara County, California (except for an action for interim equitable relief otherwise permitted under this Agreement and/or unless otherwise agreed by the parties), before a sole arbitrator, in accordance with the laws of the State of California for agreements made in and to be performed in that State. The arbitration shall be administered by JAMS (or its successor) pursuant to its Comprehensive Arbitration Rules and Procedures; provided, however, if the Parties mutually elect, the arbitration can be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures instead

of its Comprehensive Arbitration Rules and Procedures. The arbitrator's decision shall be reduced to writing, signed by the arbitrator, and mailed to each of the parties and their legal counsel. All decisions of the arbitrator shall be final, binding and conclusive on the parties. The arbitrator or a court of appropriate jurisdiction may issue a writ of execution to enforce the arbitrator's judgment. Judgment may be entered upon such a decision in accordance with applicable law in any court having jurisdiction thereof. The Parties will pay their own costs (including, without limitation, attorneys fees) and expenses in connection with such arbitration.

- f) Publicity. Any press release developed by a Party regarding this Agreement shall be subject to the prior written consent of the other Party, which shall not be unreasonably withheld. LD may identify Customer as a user of the Subscription Services by referencing Customer's name and logo, provided that such reference is consistent with Customer's generally applicable branding guidelines and that LD will cease making such references after receiving written notice from Customer to do so.
- g) Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other Party; provided, however, a Party may assign this Agreement in its entirety, together with all rights and obligations hereunder, without consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets related to this Agreement. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.
- h) Notices. All notices under this Agreement shall be in writing and shall be delivered to the addresses first set forth in the Order Form(s). Notices to LD shall be addressed to the person accepting this Agreement and the applicable Order Form, with a copy to its Legal Department. Notices to Customer are to be addressed to its General Counsel. Either Party may change its address for notice by giving notice of such address change in the manner provided herein. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.
- i) Anti-Corruption. Customer acknowledges and agrees that it has not received or been offered any illegal bribe, kickback, payment, gift or thing of value from any LD employees, agent or representative in connection with this Agreement, other than reasonable gifts and entertainment provided in the ordinary course of business. Customer will promptly notify LD if it offers or receives any such improper payment or transfer in connection with this Agreement.
- j) Force Majeure. Except for performance of a payment obligation, neither Party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond its reasonable control. In the event any of the foregoing events results in LD not being able to provide the Subscription Services for a period of more than thirty (30) days, then either Party may terminate the Agreement upon written notice to the other Party.
- k) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.