

PLACE TECHNOLOGY MASTER SUBSCRIPTION AGREEMENT

PLEASE SCROLL DOWN AND READ CAREFULLY ALL TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT (THIS "**AGREEMENT**") BEFORE USING THE SOFTWARE DEFINED HEREIN AS THE "SERVICE".

BY CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE INSTALLATION, BY DOWNLOADING THE SOFTWARE, OR BY SIGNING AN ORDER FORM REFERENCING THESE TERMS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS GOVERNING YOUR USE OF THE SERVICE (DEFINED BELOW) OFFERED BY PLACE TECHNOLOGY, INC. ("**PLACE TECHNOLOGY**") AND YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE POWER AND AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "**CUSTOMER**," "**YOU**" AND "**YOUR**" SHALL REFER TO SUCH ENTITY OR INDIVIDUAL. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE "I DECLINE" BUTTON, DO NOT SIGN AN ORDER FORM, AND DO NOT INSTALL THE SERVICE, AND YOU MAY NOT USE THE SERVICE. THIS AGREEMENT IS EFFECTIVE WHEN CUSTOMER CLICKS "I ACCEPT," CUSTOMER SIGNS AN ORDER FORM, OR CUSTOMER DOWNLOADS OR BEGINS USING THE SERVICE, WHICHEVER IS EARLIER, AND THEN WILL BECOME COTERMINOUS WITH THE SUBSCRIPTION PERIOD THEREAFTER ("**EFFECTIVE DATE**").

1. The Service

This Agreement governs Your use of the Place platform, a software solution owned by Place Technology which combines financial forecasting and planning with revenue and subscription management, billing, applicant tracking, employee onboarding and employee performance management with advanced collaboration, workflows, reporting and visualization tools (the "**Service**"). You agree that Your subscription to the Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written comments made by Place Technology regarding future functionality or features.

2. License Grant and Restrictions

- (a) Subscription to the Service. Subject to the terms of this Agreement, Place Technology hereby grants to You a non-sublicensable, non-transferable, non-exclusive subscription license for Your use of the Service by the quantity of subscription Users as specified in an associated Order Form, solely for Your internal business purposes. User subscription licenses are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Service. Place Technology reserves all rights not expressly granted to You in this Agreement.
- (b) Additional Use. If You wish to add additional Users ("**Additional Use**"), You should contact Place Technology and Place Technology shall make the Service available for the Additional Use on the terms and conditions set forth in this Agreement. With respect to Additional Use: (i) the term of any additional Users' access to the Service will be coterminous with the preexisting subscription term (either Initial Term or renewal term) and all other terms of this Agreement, and (ii) You will be responsible for any additional fees for any Additional Use exceeding the authorized number of Users.
- (c) Restrictions. You shall not (i) license, sublicense, sell, resell, or otherwise use the Service for a third party's benefit unless authorized by Place Technology; (ii) transfer, assign, distribute or otherwise commercially exploit or make the Service, Place Technology System or Content available to any third party not authorized by Place Technology; (iii) modify or make derivative works based upon the Service or the Content; (iv) create Internet links to the Service or frame or mirror any Content on any other server or wireless or Internet-based device; (v) reverse engineer or decompile the Service or Place Technology System; (vi) interfere with or misuse the Service in any manner; (vii) upload Customer Data to the Service that contains any viruses or programming routines, macros, or other elements that may damage, surreptitiously intercept or expropriate any system, data or personal information; or (viii) access the Service for purposes of monitoring its availability, penetration or security testing, or for any benchmarking or competitive purposes.
- (d) Your Responsibilities. You shall: (i) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and will notify Place Technology promptly of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Place Technology promptly and use reasonable efforts to stop immediately any unauthorized copying or distribution of Content that is known or suspected by You or Your Users; and (iii) not impersonate another Service user or provide false identity information to gain access to or use the Service.

3. Compliance with Laws

- (a) You are responsible for all activity occurring under Your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.
- (b) Place Technology shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with providing the Service, including those related to data privacy, international communications, and the transmission of technical or personal data.

4. Support, Service Level and Security

- (a) Place Technology will provide the support and service levels described in Exhibit A.
- (b) Place Technology has implemented and will maintain Appropriate Security Measures based upon industry best practices. Place Technology may update these security procedures from time to time but will not materially reduce the procedures during the term of this Agreement.
- (c) Customer acknowledges and agrees that Place Technology will use its commercially reasonable efforts to maintain Customer's access to and use of the Service, but such access and use is dependent upon and subject to the availability of the Salesforce.com Service.

5. Intellectual Property Ownership

- (a) Place Technology. Place Technology owns all rights, title and interest, including all related Intellectual Property Rights, in and to the Place Technology System, the Content and the Service, and any suggestions, ideas, enhancement requests, feedback, or recommendations provided by You relating to the Service. The Place Technology name, the Place Technology logo, and any product names and logos associated with the Service are trademarks of Place Technology. Place Technology may, from time to time, rebrand or rename the Service including without limitation, domain names, software titles, User subscription classifications and website names. Any such rebranding or renaming shall not affect the Service functionality or level of subscriptions in a signed Order Form.
- (b) Customer. You retain all right, title and interest in and to Customer Data. You grant to Place Technology the necessary licenses and rights to Customer Data solely as necessary for Place Technology to provide the Service to You. Place Technology will not use or access any Customer Data except as necessary to provide the Service or support services.

6. Fees and Billing

- (a) Fees. Fees for the Service are described in an associated Order Form. Any renewal fees will be based on Place Technology's then-current fees, unless otherwise stated in an Order Form. Place Technology reserves the right to assess a finance charge which shall be shown on the related Order Form. Place Technology's fees are exclusive of all taxes, levies or duties imposed by taxing authorities, and You shall be responsible for payment of all such taxes, levies or duties, excluding only United States (federal or state) taxes based solely on Place Technology's income.
- (b) Billing and Payment. Place Technology issues invoices on or about the subscription start date for the Initial Term. Fees shall be paid in advance for the period specified on the Order Form. Unless otherwise stated on an Order Form, fees are due upon receipt of the invoice. All fees due are payable in U.S. Dollars in accordance with instructions on such invoices. You are responsible for providing complete and accurate billing and contact information and notifying Place Technology of any changes to such information. All payment obligations are non-cancelable, and all amounts paid are nonrefundable, except as expressly set forth in this Agreement. If You add additional Users to the Service or allow use of the Service by more than the paid-for number of Users associated with Your subscription, Place Technology will invoice You for the additional applicable fees at the same rate for the current term.

7. Term

- (a) Initial Term. This Agreement commences on the Effective Date and will continue for an initial term of not less than one (1) year ("**Initial Term**") or the length specified in the initial Order Form, from the subscription start date specified in the associated Order Form. Upon the expiration of the Initial Term, this Agreement and the associated Order Forms will automatically extend for successive terms of one (1) year, provided that either party may terminate this Agreement or reduce the number of Users, effective upon the expiration of the Initial Term or then-current term, by notifying the other party in writing at least thirty (30) days prior to the expiration of the Initial Term or then-current term. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination, or the number of days stated on a trial Order Form shall constitute notice of termination.
- (b) Trial Period. Notwithstanding the above, Customer shall have a 14-day free trial period (the "**Trial Period**") during which time Customer will have access to the Service. Prior to commencement of the Trial Period, Customer shall click the "I Accept" button displayed as part of the installation of the Service. Throughout the Trial Period, all terms and provisions of this Agreement shall apply, including without limitation, those relating to confidentiality and proprietary rights. If Customer has not signed an Order Form by the end of the Trial Period, Customer will lose access to the Service and to all data related to the Service.

8. Professional Services

- (a) Third Party Services. All professional services relating to installation, training, implementation and configuration of the Service shall be performed by a third party capable of rendering such professional services. Place Technology recommends but does not require that You use a registered salesforce.com consulting and integration partner for such professional services. Customer shall contract directly for such professional services and Place Technology shall have no responsibility or liability whatsoever for any such professional services.
- (b) Hourly Products. Notwithstanding Section 8(a) above, from time to time Place Technology may offer one or more hourly-based products for onboarding services, either in a package with a set number of hours or individual hours (each, an "Hourly Product"). The terms of any Hourly Product shall be shown on the related Order Form, including the

price, type of Hourly Product, and number of hours included, if applicable. The following terms shall apply to all Hourly Products: (i) payment for all Hourly Products shall be on the terms set forth in the related Order Form, (ii) all hours specified in any Hourly Product shall expire twelve (12) months after the date of the relevant Order Form, (iii) all payments made for Hourly Products are non-refundable, and (iv) no credit shall be given for unused hours. If Customer elects to purchase an Hourly Product for onboarding services, Place Technology, at its option, may either perform such services directly or may subcontract with another party to perform such services. In either case, all terms and conditions of this Agreement shall apply, including without limitation, the Disclaimer of Warranties and Limitation of Liability provisions set forth in Sections 11 and 13 below; provided however, that if Place Technology subcontracts with another party to perform such services, Place Technology will use reasonable commercial efforts to ensure that such party completes the subcontracted services in a satisfactory manner. In the event Customer elects to use a third party to perform onboarding and/or other services, all of the terms and conditions of Section 8(a) above shall apply to such arrangement, including without limitation, the conditions that Customer shall enter into a direct contract with such third party for the services, and that Place Technology shall have no responsibility or liability for such services.

9. Suspension and Termination

- (a) Suspension. If You are in breach of this Agreement due to non-payment, Place Technology may suspend Your access to and use of the Service until You have cured the breach. Place Technology will provide at least fifteen (15) days' notice prior to any such suspension.
- (b) Termination. In addition to Place Technology's suspension rights, Place Technology may terminate this Agreement upon written notice if: (i) You breach this Agreement and do not cure such breach within thirty (30) days after written notice of such breach; (ii) if You become insolvent, make an assignment for the benefit of creditors, commence any proceedings in bankruptcy or consent to any bankruptcy or similar proceedings; or (iii) Place Technology determines, in its sole discretion, that such termination is necessary to prevent the breach of confidential or proprietary information. Upon the expiration or termination of this Agreement for any reason, any amounts which you owed to Place Technology under this Agreement for the period prior to such termination will become immediately due and payable, and Place Technology will terminate Your access to and use of the Service. The rights and duties of the parties under Sections 5, 6, 8-15 and 18 will survive the termination or expiration of this Agreement. In no event will termination relieve You of Your obligation to pay any fees payable to Place Technology for the period prior to the effective date of termination.

10. Representations and Warranties

- (a) Mutual Warranty. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.
- (b) Data Warranty. You represent and warrant that You own or have obtained all rights, consents, permissions, or licenses necessary to allow the Service access to, or possession, manipulation, processing, or use of Customer Data and User Details.

11. Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PLACE TECHNOLOGY MAKES NO WARRANTIES, REPRESENTATIONS OR GUARANTIES OF ANY KIND, AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS-IS, AS-AVAILABLE" BASIS. PLACE TECHNOLOGY HEREBY DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, ALL OTHER IMPLIED OR STATUTORY WARRANTIES, REPRESENTATIONS AND GUARANTIES OF EVERY NATURE AND KIND WHATSOEVER, EXPRESS OR IMPLIED BY LAW, INCLUDING ANY STATUTE OR REGULATION, OR ARISING FROM CUSTOM OR TRADE USAGE OR FROM ANY COURSE OF DEALING OR PERFORMANCE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

12. Mutual Indemnification

- (a) Your Indemnity. You shall indemnify, defend and hold Place Technology and its affiliates, officers, directors, employees, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of, or in connection with (i) a breach of this Agreement by You, Your employees or agents, (ii) the negligent or unlawful use of the Service or any part thereof by You, Your employees or agents, or (iii) a third party infringement or similar claim due to Place Technology System's or the Service's access to, or possession, manipulation, processing, or use of Customer Data or User Details as is necessary to provide the Service.
- (b) Place Technology's Indemnity. If any action is instituted by a third party against You based upon a claim that the Service, as provided, infringes a copyright, registered patent or trademark, then Place Technology shall indemnify, defend and hold You and your affiliates, officers, directors, employees, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of, or in connection with such claim as are finally awarded against You or paid in settlement of such claim. Place Technology also may, at its option and expense: (i) procure for You the right to continue using the Service, (ii) replace or modify the Service so that it is no longer infringing but continues to provide comparable functionality, or (iii) terminate this Agreement and Your access to the Service and refund any amounts previously paid for the Service attributable to the remainder of the then-current term of this Agreement. Place Technology will have no liability to You for any infringement action that arises out of a breach of the terms and conditions of this Agreement by You or of the use of the Service (A) after it has been modified by You or a third party without Place Technology's prior written consent, or (B) in combination with any other service, equipment, software or process not provided by Place Technology where the combination is the basis for the infringing activity. THIS SECTION SETS FORTH THE ENTIRE

OBLIGATION OF PLACE TECHNOLOGY AND YOUR EXCLUSIVE REMEDY AGAINST PLACE TECHNOLOGY OR ANY OF ITS AFFILIATES OR SUPPLIERS FOR ANY INFRINGEMENT CLAIM.

- (c) Procedure. A party seeking indemnification under this Section 12 will: (a) give written notice of the claim promptly to the other party, (b) give the other party sole control of the defense and settlement of the claim, and (c) provide to the other party all available information and assistance.

13. Insurance; Limitations of Liability

- (a) Insurance. During the term of this Agreement, Place Technology will, at its cost, maintain (i) industry standard insurance coverages, including without limitation, general commercial liability, workers' compensation, and technology errors and omissions policies, and (b) any other insurance required by law in any jurisdiction where Place Technology provides services under this Agreement. During the term of this Agreement, You will, at Your cost, maintain all insurance required by law in any jurisdiction where You operate Your business and/or use the Service. All policies required under this Section will be written by reputable national insurance carriers.
- (b) LIMITATION OF LIABILITY. PLACE TECHNOLOGY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE ACT, OMISSION, ERROR OR BREACH GIVING RISE TO SUCH LIABILITY. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 6. IN NO EVENT MAY A CAUSE OF ACTION BE ASSERTED AGAINST PLACE TECHNOLOGY UNDER THIS AGREEMENT WHICH ARISES OUT OF OR RELATES TO ANY EVENT OCCURRING MORE THAN ONE YEAR PRIOR TO THE FILING OF SUCH CAUSE OF ACTION.
- (c) NO SPECIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER SPECIAL DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF REVENUE, PROFITS, DATA, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE OR THIS AGREEMENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, TO THE MAXIMUM EXTENT ALLOWABLE BY APPLICABLE LAW.
- (d) TRIAL PERIOD LIMITATION OF LIABILITY. THIS SECTION 13(d) SUPERSEDES SECTIONS 13(b) AND 13(c), AND ANY OTHER INDEMNIFICATION OR LIMITATION OF LIABILITY FOR YOU IF THESE TERMS ARE AGREED UPON FOR A FREE TRIAL. THIS SECTION DOES NOT APPLY TO PAID SUBSCRIPTIONS AND SHALL NOT APPLY ONCE A FREE TRIAL BECOMES A PAID SUBSCRIPTION. IN NO EVENT SHALL PLACE TECHNOLOGY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS, DATA, OR DATA USE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EVEN IF PLACE TECHNOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PLACE TECHNOLOGY'S TOTAL LIABILITY TO YOU UNDER THIS AGREEMENT FOR ALL DAMAGES EXCEED THE AMOUNT OF \$1,000.

14. Confidentiality.

- (a) Confidential Information. Each party (the "Disclosing Party") may from time to time disclose to the other party (the "Receiving Party") certain information regarding the business, products, or services of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, Customer Data, User Details, and other confidential or proprietary information, including information that the Receiving Party knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party ("Confidential Information").
- (b) Protection of Confidential Information. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose other than exercising its rights or exercising its obligations under this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty under this Section 14(b). The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.
- (c) Exceptions. The Receiving Party's obligations under Section 14(b) with respect to any Confidential Information of the Disclosing Party will not apply if such information: (i) was already known to the Receiving Party without restriction at the time of disclosure by the Disclosing Party; (ii) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of the Receiving Party has become, generally available to the public; or (iv) was independently developed by the Receiving Party without access to or use of the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (A) approved in writing by the Disclosing Party; (B) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (C) required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure. Disclosure pursuant to Section 14(c)(C) shall not render Confidential Information as non-confidential or remove such Confidential Information from the obligations of the confidentiality

obligations set forth in this Section 14.

- (d) Return of Confidential Information. Upon the expiration or termination of this Agreement, and following a written request from the Disclosing Party, the Receiving Party will return to the Disclosing Party or use reasonable efforts to destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control. Upon request, the Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with its obligations under this Section 14(d). Notwithstanding the foregoing, the Receiving Party may retain a limited number of electronic backup copies of Confidential Information as are automatically created and retained by the Receiving Party's standard backup processes and systems. The Receiving Party shall comply with its nondisclosure obligations under this Agreement with regard to such copies and shall destroy them in accordance with Receiving Party's normal destruction processes.
- (e) Injunctive Relief. Each party acknowledges and agrees that, in the event of a breach or threatened breach of this Section 14, damages may not be an adequate remedy and accordingly, the Disclosing Party may be entitled to seek injunctive relief against such breach or threatened breach in addition to any other remedies available to such party.

15. Assignment; Binding Effect

Neither this Agreement nor any rights or obligations hereunder may be assigned or transferred by You without the prior written consent of Place Technology. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns. Any purported assignment in violation of this Section shall be null and void and have no effect.

16. Export and Anti-Corruption

The Service, Content, other technology Place Technology makes available, and any derivatives thereof, may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use the Service or Content in a U.S. embargoed country or in violation of any U.S. export law or regulation. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Place Technology's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Place Technology at legal@PlaceTechnology.com.

17. Notices

All notices required or permitted under this Agreement must be delivered in writing by courier, email or by certified or registered mail (postage prepaid and return receipt requested) to the other party. Notices hereunder will be effective (a) upon receipt or 3 days after being deposited in the U.S. Mail as required above, whichever occurs sooner, or (b) if delivered by email, upon confirmation by the receiving party of receipt of the particular email. Any notice to Place Technology must be delivered to Place Technology, Inc., 603 Davis Street, #103, Austin, Texas 78701 or to legal@PlaceTechnology.com.

18. General

This Agreement shall be governed by California law without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. The parties agree that any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in San Francisco, California. If any legal action or other proceeding is brought in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, in addition to any other relief to which such party may be entitled. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect. The parties are independent contractors and this Agreement does not create any joint venture, partnership, employment, or agency relationship between them. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of that or any future right or provision. This Agreement, together with any associated Order Form, comprises the entire agreement between You and Place Technology and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein, including any previously executed electronic version of a Place Technology subscription agreement, commonly known as a clickthrough or end user license agreement. In the event of a conflict between the terms in this Agreement and the terms in any Order Form, the Order Form will control. Any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement to the extent caused by any Force Majeure. This Agreement may be signed in counterparts and signatures may be delivered electronically or by facsimile, and such copies shall be treated as originals for all purposes.

19. Definitions

As used in this Agreement the following terms have these meanings:

"Appropriate Security Measures" means commercially reasonable technical, physical, and procedural controls to (i) protect Customer Data and User Details against destruction, loss, alteration, unauthorized disclosure to third parties, and unauthorized access by employees or contractors employed by Place Technology, and (ii) prevent the introduction of any malicious code, files, scripts, agents or programs intended to do harm, including without limitation, viruses, worms,

time bombs and Trojan horses, into the Service and Content.

"Content" means the visual information, documents, software, products and services contained or made available to You in the course of using the Service, other than the Service itself, Customer Data and User Details.

"Customer Data" means any information (including without limitation personally identifiable information) provided, made available, or submitted by You to the Service or retrieved by the Service from another source as directed by You other than User Details.

"Force Majeure" means events or circumstances beyond a party's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, telecommunications or network failures or delays, service or computer failures involving services, hardware, or software not within Place Technology's possession or reasonable control, and acts of vandalism, including network intrusions and denial of service attacks.

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

"Order Form" means a Place Technology order form signed by authorized representatives of each party describing the services purchased, associated fees, and other terms agreed by the parties.

"Place Technology System" means the hardware, software, network equipment, and other technology used by Place Technology to deliver the Service, and any other of Place Technology's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to You by Place Technology in providing the Service.

"Salesforce.com Service" means the service provided by salesforce.com to which You must be a subscriber in order to obtain the Service.

"User(s)" means Your named employees, representatives, consultants, contractors, partners, or agents who are authorized to use the Service by You through the Salesforce LMA (License Management Application) or the user management facility of the Service.

"User Details" means basic information collected by Place Technology about Your Users authorized by You to use the Service which is used for subscription management, activity logging, communications to Users by Place Technology, and technical support purposes.

Exhibit A
Place Technology Service Level Agreement

This Service Level Agreement ("SLA") details Place Technology's commitments in relation to Service availability and performance, support services and problem resolution.

1. Definitions.

"Business Hours" shall mean 8 a.m. to 6 p.m. Pacific Time, Monday through Friday, except for national holidays.

"Excluded Downtime" means any time the Service is not available because of a Force Majeure event, Planned Downtime, or unavailability of the Salesforce.com Service.

"Planned Downtime" means any period of time during which the Service is unavailable due to Place Technology's planned maintenance and support of the Service or Place Technology System. Planned Downtime shall not exceed 5 hours per month. Place Technology will endeavor to give at least 24 hours' notice before Planned Downtime except for urgent circumstances (e.g., a system failure or security threat). Planned Downtime may occur from 10:00 p.m. Friday through 1:00 p.m. Sunday, Pacific Time.

"Support Services" means technical support assistance provided by Place Technology personnel to Your designated administrators for problem resolution, bug reporting, and technical assistance, which, in each case, is related to a Service Level Incident.

"Service Level Incident" means a reproducible non-conformity in the Service causing the Service to not operate in substantial conformance with the product description supplied by Place Technology from time to time.

"Total Minutes" means the total number of minutes in the calendar month at issue.

"Unplanned Downtime" means any time (i) the Service is not available because of an event or circumstance other than Planned Downtime, and (ii) the amount of time required by Place Technology to resolve or provide a work-around for the failure of any documented feature required to complete a primary function of the Service.

2. Service Availability and Performance.

The Service Availability "Uptime" will generally be equal to or greater than 99.7% in each calendar month and the Service will perform in substantial conformance with the product description except for Excluded Downtime, where "Uptime" = $(\text{Total Minutes} - \text{Unplanned Downtime} - \text{Excluded Downtime}) / (\text{Total Minutes} - \text{Excluded Downtime}) \times 100$.

3. Support Services and Problem Resolution.

If You have paid Place Technology all applicable fees due, Place Technology will provide Support Services to Your administrator(s) during Business Hours in the English language. To receive Support Services, You must submit a case at support@placetechology.com. Basic Support Services will be based on this Exhibit A unless paid support is stated in an associated Order Form for the current subscription term. Basic support includes a total of two (2) hours of live support for the subscription term.

Problem Response and Resolution Place Technology will address Service Level Incidents in accordance with the schedule below.

Problem Severity Level	Response Time	Resolution Time
<p><u>Level 1:</u> The Service is not available for use, including the failure of a critical feature of the Service.</p>	<p>The Place Technology support team will respond within 4 Business Hours. The Place Technology technical team will commence efforts to address Level 1 problems within 1 hour after Your report of such problem is received by Place Technology or Place Technology's detection of such problem, whichever is earlier.</p>	<p>Place Technology will use commercially reasonable efforts, 24 hours per day, 7 days per week, to resolve or provide You with an acceptable work-around for the applicable Level 1 problem. Place Technology will keep You updated regularly on the progress of the resolution.</p>
<p><u>Level 2:</u> A documented feature is not available but does not prevent the use of a critical feature of the Service.</p>	<p>The Place Technology support team will respond within 8 Business Hours. The Place Technology technical team will commence efforts to address Level 2 problems within 8 Business Hours after You report such problem during Business Hours or Place Technology's detection of such problem, whichever is earlier.</p>	<p>Place Technology will use commercially reasonable efforts, during normal Business Hours, to resolve or provide You with an acceptable solution for the Level 2 problem within 5 business days after You report such problem or Place Technology's detection of such problem, whichever is earlier.</p>
<p><u>Level 3:</u> A documented feature is impaired but does not prevent the use of a critical feature of the Service.</p>	<p>The Place Technology support team will respond within 16 Business Hours. The Place Technology technical team will commence efforts to address Level 3 problems within 3 business days after You report such problem during Business Hours or Place Technology's detection of such problem, whichever is earlier.</p>	<p>Place Technology will use commercially reasonable efforts, during normal Business Hours, to resolve or provide You with an acceptable solution for the Level 3 problem within 60 calendar days after You report such problem or Place Technology's detection of such problem, whichever is earlier.</p>
<p><u>Level 4:</u> A Level 4 issue is a general usage question or issue that may be cosmetic in nature or documentation related. Place Technology software works without any functional limitation.</p>	<p>The Place Technology support team will respond within 16 Business Hours.</p>	
<p><u>Enhancement Request (ER):</u> An enhancement request is a request for future product enhancement or modification to add official support and documentation for unsupported, undocumented, or features that do not exist in the Place Technology software.</p>	<p>The Place Technology support team will respond within 16 Business Hours. Response is limited to a Support representative triaging the request to provide feedback about possible workarounds and confirmation the enhancement request has been created.</p>	<p>Place Technology will take ERs into consideration in the product management process but has no obligation to deliver enhancements based on any ER.</p>

You acknowledge that the Service is dependent on Your implementation and configuration of the Service and the availability and performance of technology from third-party software and hardware vendors including but not limited to salesforce.com, Salesforce AppExchange products and custom applications, Microsoft, Google, and the providers of Internet browsers. Place Technology has no control over, and is not liable for, performance issues or downtime of the Service to the extent caused by such factors.

Encryption gateways and associated third party technology that require any re-direction of Place Technology-to-Salesforce connections are not eligible for Support Services. You may utilize such encryption solutions solely at your own risk.