



## Master Subscription Agreement

THIS MASTER SUBSCRIPTION AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF THE G2 OFFERINGS. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

IF YOU REGISTER FOR A FREE TRIAL OR A FREE OFFERING, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THAT FREE OFFERING.

BY (1) CLICKING A BOX INDICATING ACCEPTANCE OF THIS AGREEMENT, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING FREE OFFERINGS, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERM "YOU" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THIS AGREEMENT, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

G2's direct competitors are prohibited from accessing or using the Offerings, except with G2's prior written consent. In addition, the Offerings may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on May 1, 2019. It is effective as of the date on which You accept it by either (1) clicking a box indicating Your acceptance or (2) executing an Order Form that references this Agreement, whichever occurs first.

### 1. DEFINITIONS.

In addition to the terms defined in the body of this Agreement, the following terms shall be defined as follows:

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Agreement"** means this Master Subscription Agreement, Order Form(s) referencing this Master Subscription Agreement, and information contained in a URL or policy referenced in this Master Subscription Agreement and/or Documentation.

**"Application"** means the online, cloud-based application and software application(s) provided by G2 that are ordered by You under an Order Form, online purchasing portal, or are provided to You free of charge (as applicable) or under a Free Trial. The Application(s) does not include the Site, the Site Profile(s), G2 Content, or Research Insights.

**"Documentation"** means the applicable Offering's implementation and security documentation, usage guidelines, and/or policies, each as updated from time to time and accessible via the applicable Offering and/or expressly referenced in this Agreement.

**"G2"** means G2 Crowd, Inc. and/or its Affiliates as identified in the relevant Order Form.

**"G2 Content"** means the content created by G2, its Affiliates, and/or contractors that are ordered by You under an Order Form, online purchasing portal, or are provided to You free of charge (as applicable) or under a Free Trial. G2 Content may include but is not limited to the Grid®, the Segmented Grid®, the Index Report, the Comparison Report, the Momentum Report, infographics, and/or social media assets.

**"Free Offerings"** means, individually and collectively, the Offering(s) that G2 makes available to You free of charge. Free Offerings exclude Offerings provided as a Free Trial and Offerings for which You have paid Fees.

**"Free Trial"** means a temporary subscription(s) to the Applications(s), the Site Profile(s), the G2 Content, and/or the Research Insights, for which no Fees are charged, subject to the terms and conditions of this Agreement.



**“Malicious Code”** means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

**“Non-G2 Application”** means a web-based, mobile, offline or other software application functionality that interoperates with an Offering, that is provided by You or a third party. Non-G2 Applications, other than those obtained or provided by You, will be identifiable as such.

**“Offerings”** means, individually and collectively, the Application(s), the Site Profile(s), the G2 Content, and/or the Research Insights that are ordered by You under an Order Form, online purchasing portal, or are provided to You free of charge (as applicable) or under a Free Trial, and made available (online or otherwise) by G2, including any associated integrations, as described in the Documentation. Non-G2 Applications are not Offerings.

**“Order Form”** means an ordering document or online purchasing or registration portal, including, in either case, any addenda and supplements thereto, that specifies those Offerings to which You have subscribed. By entering into an Order Form hereunder, You and Your Affiliates agree to be bound by the terms of this Agreement as if each were an original party to this Agreement.

**“Research Insights”** means reports and insights prepared by G2 that may not be distributed or made publicly available that are ordered by You under an Order Form or online purchasing portal, or are provided to You free of charge (as applicable) or under a Free Trial. Research Insights may include associated dashboards. Research Insights are not G2 Content.

**“Review Content”** means Site users’ posted reviews for the products or services specified in the applicable Order Form. For clarity, references in this Agreement to “G2 Content” include any Review Content to which You are then-currently subscribed.

**“Site”** means the publicly-available website(s) owned and operated by G2 and/or its Affiliate(s) at which, among other things, users of business solutions and services may post reviews and other comments and potential purchasers of business solutions and services may read such reviews, comments, and other content. The Site does not include the Application(s).

**“Site Profile”** means the licensable software product and services profile pages on the Site, and all associated features and dashboards provided by G2 that are ordered by You under an Order Form, online purchasing portal, or are provided to You free of charge (as applicable) or under a Free Trial.

**“User”** means an individual who is authorized by You to use the Offering(s), for whom You have purchased a subscription or obtained a Free Trial, and to whom You (or, when applicable, G2 at Your request) have supplied a user identification and password (for Offerings utilizing authentication). Users may include Your employees, consultants, contractors and agents, and third parties with which You transact business, each of whom is acting solely on or for Your behalf.

**“You”** or **“Your”** means, in the case of an individual accepting this Agreement on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement and the Affiliates of that company or other legal entity (for so long as they remain Affiliates).

**“Your Content”** means any content or other materials which You embed or post in connection with Your Site Profile(s), but does not include Your Data, G2 Content, Non-G2 Applications, or Research Insights.

**“Your Data”** means electronic data and information submitted or uploaded by or for You or Users, including through integrations with other systems, to the Application(s), but does not include Your Content, Non-G2 Applications, G2 Content, or Research Insights.

## **2. PROVISION OF OFFERINGS.**

**2.1. Application(s).** If and to the extent specified in an Order Form and/or a Free Trial or Free Offerings registration, and subject to Your and Your Users’ compliance with this Agreement and the Documentation, G2 hereby grants You a worldwide, non-exclusive, non-transferable, non-assignable (except as expressly stated herein) license to access and use (solely as specified in this Agreement, the relevant Order Form, and the Documentation) the Application(s) for the Subscription Term.



G2 will (a) make the Application(s) available to You during each applicable Subscription Term, pursuant to this Agreement and the applicable Order Form; (b) provide applicable standard support for the Application at no additional charge, and/or upgraded support if purchased; (c) use commercially reasonable efforts to make the Application available 24 hours a day, 7 days a week, except for (i) planned downtime (of which G2 will give advance electronic notice) and (ii) any unavailability caused by circumstances beyond G2's reasonable control, including, without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrests, acts of terror, strikes or other labor problems (other than those involving G2 employees), Internet service provider failures or delays, Non-G2 Application(s), or denial of service attacks; and (d) provide the Application in accordance with applicable laws and government regulations. You agree that Your right to access and use the Application(s) pursuant to this Section is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by G2 regarding future functionality or features. If You have purchased subscriptions to the Application(s), Your right to access and use the Application(s) pursuant to this Section is subject to Your timely payment of all applicable Fees. If You have registered for a Free Trial to the Application(s), Your right to access and use the Application(s) is further subject to the "Free Trial" section.

**2.2. Site Profile(s).** If and to the extent specified in an Order Form and/or a Free Trial or Free Offerings registration, and subject to Your and Your Users' compliance with this Agreement and the Documentation, G2 hereby grants You a worldwide, non-exclusive, non-transferable, non-assignable (except as expressly stated herein) license to access and use (solely as specified in this Agreement, the relevant Order Form, and the Documentation) the Site Profile(s) for the Subscription Term. G2 may from time to time replace any of the Site Profile features with features of a substantially similar nature. Your use of the Site Profile(s) must fully comply at all times with G2's then-current Documentation.

**2.3. G2 Content.** If and to the extent specified in an Order Form and/or a Free Trial or Free Offerings registration, and subject to Your and Your Users' compliance with this Agreement and the Documentation, G2 hereby grants You a worldwide, non-exclusive, non-transferable, non-assignable (except as expressly stated herein) license to access and use, disclose, publish, display, and distribute, each and all (solely as specified in this Agreement, the relevant Order Form, and the Documentation) the G2 Content for the Subscription Term. You may not resell the G2 Content, and Your use of the G2 Content must fully comply with G2's then-current Documentation. You may distribute G2 Content only for the one-year period following the date it was first released, and only during the applicable Subscription Term. You and Your Users may not alter, abridge, or otherwise modify the G2 Content in any way.

**2.4. Review Content in Advertising.** If and to the extent the applicable Order Form specifies that You may use Review Content for advertising, promotion, or other commercial purposes on other websites, social media sites, platforms, mobile apps, and/or in other marketing materials disseminated publicly as part of Your then-current subscription license to the applicable Offering, this Section "Review Content in Advertising" shall apply to such use. Subject to the express, unrevoked consent of each applicable reviewer as specified in the then-current TOU for the Site, You are hereby permitted, authorized, granted, and licensed the rights to publicly display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, adapt, exploit, and otherwise use the name, image, likeness/appearance, voice, professional biographical information, and Review Content, each and all solely to the extent and as reflected in the applicable review(s). You and Your Users may not modify or otherwise alter the review, including its meaning or context, or any information that the reviewer submitted with the review and that is posted to the Site, in and on social media platforms, including those made available on the internet and/or mobile applications, and as part of infographics and/or storyboards. For clarity, the permission, authorization, grant, and license specified in this Section 2.3.2: (a) extends solely to the number and type of reviews specified in the applicable Order Form; (b) may be revoked and/or terminated, in whole or in part, with immediate effect upon notice from G2, with respect to any particular review at the option of the applicable reviewer; and (c) shall be revoked and terminated in whole upon the expiration or termination of the applicable Order Form. You may use Review Content only during the applicable Subscription Term.

**2.5. Research Insights.** If and to the extent specified in an Order Form and/or a Free Trial or Free Offerings registration, and subject to Your and Your Users' compliance with this Agreement and the Documentation, G2 hereby grants You a worldwide, non-exclusive, non-transferable, non-assignable license to access and use (solely as specified in this Agreement, the relevant Order Form, and the Documentation), the Research Insights for the Subscription Term. The foregoing license to the Research Insights is solely for internal purposes only and no Research Insights may be disclosed to any person other than Your employees unless otherwise expressly stated in the relevant Order Form and subject to the terms and conditions of such Order Form.



**2.6. Free Trial.** If You register for a Free Trial, G2 will make the applicable Offering available to You on a trial basis free of charge until the earlier of (a) the end of the Free Trial period for which You registered to use the applicable Offering, or (b) the start date of any paid subscriptions ordered by You for such Offering, or (c) termination by G2 in its sole discretion. Additional terms and conditions may appear on the Free Trial registration. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA YOU ENTER INTO THE APPLICATION(S), AND ANY CUSTOMIZATIONS MADE TO THE OFFERINGS, BY OR FOR YOU, DURING A FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME OFFERINGS AS THOSE COVERED BY THE FREE TRIAL OR EXPORT SUCH DATA, BEFORE THE END OF THE FREE TRIAL PERIOD. YOU CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO AN OFFERING THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE FREE TRIAL (E.G., FROM ENTERPRISE EDITION TO STANDARD EDITION); THEREFORE, IF YOU PURCHASE A SUBSCRIPTION TO AN OFFERING THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE FREE TRIAL, YOU MUST EXPORT YOUR DATA BEFORE THE END OF THE FREE TRIAL PERIOD OR YOUR DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING THE “REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS” SECTION AND “INDEMNIFICATION BY G2” SECTION BELOW, DURING THE FREE TRIAL THE OFFERINGS ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND G2 SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE OFFERINGS FOR THE FREE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE G2’S LIABILITY WITH RESPECT TO THE OFFERINGS PROVIDED DURING THE FREE TRIAL SHALL NOT EXCEED \$500.00. WITHOUT LIMITING THE FOREGOING, G2 AND ITS AFFILIATES AND LICENSORS DO NOT REPRESENT OR WARRANT THAT: (A) USE OF THE OFFERINGS DURING THE FREE TRIAL PERIOD WILL MEET REQUIREMENTS, (B) USE OF THE OFFERINGS DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED DURING THE FREE TRIAL PERIOD WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE “LIMITATION OF LIABILITY” SECTION BELOW, YOU SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO G2 AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF YOUR USE OF THE OFFERINGS DURING THE FREE TRIAL PERIOD, ANY BREACH OF THIS AGREEMENT BY YOU AND/OR YOUR USERS AND ANY OF YOUR INDEMNIFICATION OBLIGATIONS HEREUNDER.

**2.7. Free Offerings.** G2 may make Free Offerings available to You. Access to and use of the Free Offerings is subject to the terms and conditions of this Agreement. In the event of a conflict between this Section and any other portion of this Agreement, this Section shall control. Free Offerings are provided to You without charge up to certain limits as described in the Documentation. Usage over these limits requires Your purchase of subscriptions to the Offerings. You agree that G2, in its sole discretion and for any or no reason, may terminate Your use of or access to the Free Offerings or any part thereof. You agree that any termination of Your use of or access to the Free Offerings may be without prior notice, and You agree that G2 will not be liable to You or any third party for such termination. You are solely responsible for exporting Your Data and/or Your Content from the Free Offerings, if applicable, prior to termination of Your access to the Free Offerings for any reason, provided that if G2 terminates Your account, except as required by law, G2 will provide You a reasonable opportunity to retrieve Your Data and/or Your Content.

NOTWITHSTANDING THE “REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS” SECTION AND “INDEMNIFICATION BY G2” SECTION BELOW, THE FREE OFFERINGS ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND G2 SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE FREE OFFERINGS UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE G2’S LIABILITY WITH RESPECT TO THE FREE OFFERINGS SHALL NOT EXCEED \$500.00. WITHOUT LIMITING THE FOREGOING, G2 AND ITS AFFILIATES AND LICENSORS DO NOT REPRESENT OR WARRANT THAT: (A) USE OF THE FREE OFFERINGS WILL MEET REQUIREMENTS, (B) USE OF THE FREE OFFERINGS WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE FREE OFFERINGS WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE “LIMITATION OF LIABILITY” SECTION BELOW, YOU SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO G2 AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF YOUR OR YOUR USERS’ USE OF THE FREE OFFERINGS, ANY BREACH BY YOU OR YOUR USERS OF THIS AGREEMENT, AND ANY OF YOUR INDEMNIFICATION OBLIGATIONS HEREUNDER.



### 3. USE OF OFFERINGS.

**3.1. Your Responsibilities.** You will (a) be responsible for Users' compliance with this Agreement, the Documentation, and each Order Form, (b) be solely responsible for the accuracy, quality, integrity, and legality of Your Content and of Your Data, the means by which You and/or Your Users acquired Your Content and Your Data, You and Your Users' rights to use Your Content and Your Data with the Offerings, and the interoperation of any Non-G2 Applications with which You and Your Users use the Offerings, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Offerings, and notify G2 promptly of any such unauthorized access or use, (d) access and use, and cause Your Users to access and use, the Offerings only in accordance with this Agreement, the Documentation, each Order Form, and applicable laws and government regulations, including without limitation those related to privacy, electronic communications, and anti-spam laws and regulations, and (e) comply with terms of any Non-G2 Applications with which You and Your Users use the Offerings.

**3.2. No Modifications.** You and Your Users may not in any way modify, change, alter, or create derivatives works based upon the Offerings. You and Your Users may not use the Offerings for any purpose that violates applicable law or regulation or that is not expressly authorized under this Agreement, an Order Form, or the Documentation.

**3.3. Usage Limits.** The Offerings may be subject to usage limits as specified in the applicable Order Form and Documentation. If You or Your Users exceed a contractual usage limit, G2 may work with You to seek to reduce Your usage so that it conforms to that limit. If, notwithstanding G2's efforts, You are unable or unwilling to abide by a contractual usage limit, You will execute an Order Form for additional quantities of the applicable Offering promptly upon G2's request, and/or pay any invoice for excess usage in accordance with the "Fees and Payment" section below.

**3.4. Usage Restrictions.** You will not, and will not permit Your Users to (a) make any Offering available to anyone other than You or Your Users, or use any Offering for the benefit of anyone other than You or Your Users, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent, or lease the Offerings, (c) use any Offering or Non-G2 Application to disseminate, store, or transmit infringing, libelous, or otherwise unlawful or tortious material, or to disseminate, store, or transmit material in violation of third-party privacy rights, (d) use an Offering or Non-G2 Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Offering or third-party data contained therein, (f) attempt to gain unauthorized access to any Offering or its related systems or networks, (g) permit direct or indirect access to or use of any Offering in a way that circumvents a contractual or technical usage limit, or use any Offering to access or use any of G2's intellectual property except as permitted under this Agreement, the applicable Order Form, and the Documentation, (h) modify, copy, or create derivative works based on an Offering or any part, feature, function, or dashboard thereof, (i) copy G2 Content except as expressly permitted herein, in an Order Form, and the Documentation, (j) frame or mirror any part of the Application(s), other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile an Offering or access it to (i) build a competitive product or service, (ii) build a product or service using similar ideas, features, functions or graphics of the Offerings, (iii) copy any ideas, features, functions or graphics of the Offerings, or (iv) determine whether the Offerings are within the scope of any patent. Any use of the Offerings in breach of this "Use of Offerings" Section, that in G2's reasonable judgment threatens the security, integrity, or availability of the Offerings, may result in immediate suspension of the Offerings, provided that G2 will use commercially reasonable efforts under the circumstances to provide You with notice and an opportunity to remedy such breach or threat prior to any such suspension.

**3.5. Removal of Non-G2 Applications.** If You receive notice that a Non-G2 Application must be removed, modified and/or disabled to avoid violating applicable law or third-party rights, You will promptly do so. If You do not take the required action in accordance with the above, or if in G2's judgment continued violation is likely to reoccur, G2 may disable the applicable Offering and/or Non-G2 Application.

### 4. NON-G2 PRODUCTS AND SERVICES.

**4.1. Non-G2 Products and Services.** G2 or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-G2 Applications and implementation and other consulting services. Any acquisition by You of such products or services, and any exchange of data between You and any Non-G2 provider, product or service is solely between You and the applicable Non-G2 provider. G2 does not warrant or



support Non-G2 Applications or other Non-G2 products or services, whether or not they are designated by G2 as “certified” or otherwise, unless expressly provided otherwise in an Order Form. G2 is not responsible for any disclosure, modification or deletion of Your Data resulting from access by such Non-G2 Application or its provider.

**4.2. Integration with Non-G2 Applications.** The Offerings may contain features designed to interoperate with Non-G2 Applications. G2 cannot guarantee the continued availability of such Offering features, and may cease providing them without entitling You to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-G2 Application ceases to make the Non-G2 Application available for interoperation with the corresponding Offering features in a manner acceptable to G2.

**4.3. Use of Site.** The Site employs automated software algorithms and quality control processes to rate products/services algorithmically and to showcase the most relevant and reliable products/services and reviews while potentially suppressing others. Your purchase of any subscription to the Offerings will not influence the Site algorithms, or otherwise allow or enable You to influence Your rating or to directly or indirectly, remove, alter, or reorder the reviews on the Site. ADDITIONALLY, G2 DISCLAIMS ALL LIABILITY ARISING FROM G2’S ACCESS TO YOUR ACCOUNT ON YOUR BEHALF IN ORDER TO MAKE CHANGES OR POST INFORMATION TO THE SITE IN ACCORDANCE WITH YOUR INSTRUCTIONS (“YOUR INSTRUCTIONS”). IT IS YOUR RESPONSIBILITY TO CONFIRM THAT YOUR INSTRUCTIONS ARE EXECUTED AS REQUESTED. YOUR USE OF THE SITE, INCLUDING ANY USE BY SOMEONE ELSE ACTING ON YOUR INSTRUCTIONS, IS GOVERNED BY THE TOU. ANY CONFLICTS BETWEEN THIS AGREEMENT AND THE TOU WILL BE RESOLVED IN FAVOR OF THE TOU TO THE EXTENT RELATED TO USE OF THE SITE, AS OPPOSED TO THE OFFERINGS PROVIDED HEREUNDER.

## **5. PROPRIETARY RIGHTS.**

**5.1. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, G2, its Affiliates, and its and their licensors reserve all rights, title, and interest in and to the Offerings (including all updates, customizations, and/or modifications thereto), the Site, its and their trade and service marks, and the Aggregate Data (defined below), including in each case all related intellectual property rights. No rights are granted to You or Your Users hereunder other than as expressly set forth herein.

**5.2. Ownership of Your Data.** As between G2 and You, You exclusively own all rights, title, and interest in and to Your Data. You hereby grant G2, its Affiliates, and its and their applicable contractors a limited, personal, non-transferable, non-assignable (except as expressly stated herein), worldwide, non-exclusive license to host, copy, use, transmit, and display Your Data, as appropriate for G2 to provide and ensure proper operation of, the Application(s) and associated systems in accordance with this Agreement. Notwithstanding the foregoing, You agree that G2 shall have the right to: (a) access and use Your Data (i) to provide, maintain, and update the Applications; (ii) for the purpose of providing statistical insights and analysis related to You and Your Users’ use of Offerings; and (b) anonymize and aggregate Your Data (such anonymized and aggregated data, “Aggregate Data”) to prepare reports, studies, analyses, and other work product resulting from such Aggregate Data; provided that under no circumstances shall G2 distribute or otherwise make available to any third party any data that is identifiable as Your Data. Subject to the limited licenses granted herein, G2 acquires no right, title, or interest from You under this Agreement in or to any of Your Data.

**5.3. Ownership of Your Content.** As between G2 and You, You exclusively own all rights, title, and interest in and to Your Content. To the extent You embed or post Your Content on the Site in connection with Your Site Profile license(s), You hereby grant G2 and its Affiliates a nonexclusive, royalty-free, transferable, and fully sub-licensable right to use, reproduce, adapt, translate, distribute, publish, and publicly display and perform Your Content throughout the world in any media, now known or hereafter devised, on the Site and/or applicable sub-licensee’s websites. Subject to the limited rights expressly granted hereunder, G2 acquires no right, title, or interest from You under this Agreement in or to any of Your Content.

**5.4. License by You for Non-G2 Applications.** You grant G2, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-G2 Applications and program code created by or for You using an Offering or for use by You with the Offerings as appropriate for G2 to provide and ensure proper operation of the Offerings and associated systems in accordance with this Agreement. If You choose to use a Non-G2 Application with an Offering, You grant G2 permission to allow the Non-G2 Application and its provider to access Your Data, Your Content, and information about Your usage of the Non-G2 Application as appropriate for the interoperation of that Non-G2 Application



with the Offering. Subject to the limited licenses granted herein, G2 acquires no right, title or interest from You or its licensors under this Agreement in or to any Non-G2 Application or such program code.

**5.5. Feedback.** You and Your Users hereby grant G2 and its Affiliates a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, and assignable license to use and incorporate into the Offerings any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by You or Users relating to the operation of the Offerings.

**5.6. Federal Government End Use.** G2 provides the Offerings, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Offerings include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227- 7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with G2 to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specially conveying such rights must be included in any applicable contract or agreement.

## **6. TERM & TERMINATION.**

**6.1. Term of Agreement.** This Agreement commences on the date You first accept it and continues until all Subscription Terms have expired or have been terminated.

**6.2. Renewal of Subscription Terms.** The term of each subscription shall be as specified in the applicable Order Form (“Subscription Term”). Except as otherwise specified in an Order Form, each Subscription Term will automatically renew for additional periods equal to the expiring Subscription Term or one year (whichever is shorter), unless either party gives the other notice (email is acceptable) of non-renewal at least 30 days before the end of the expiring Subscription Term. The per-unit pricing during any renewal term will increase by up to 7% above the applicable pricing in the prior term, unless G2 provides You notice of different pricing at least 60 days prior to the applicable renewal Subscription Term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at G2’s applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Offering has decreased from the prior term will result in repricing at renewal without regard to the prior term’s per-unit pricing.

**6.3. Termination.** Either party may terminate this Agreement, and all Order Forms hereunder, for cause upon (a) 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (b) the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of the other party’s debts, (c) the other party making an assignment for the benefit of creditors, or (d) the other party’s dissolution or ceasing to do business. A material breach under this Section includes, but is not limited to, failure to pay the applicable Fees when due. Additionally, G2 may terminate some or all of the Offerings, or portions thereof, at any time, without liability, effective immediately, if necessitated by changes in applicable law or regulations, licensing from third parties (including, by way of example, reviewers on the Site), or technology, by providing written notice to You. Termination or expiration of this Agreement or an Order Form shall not extinguish any of Your or G2’s obligations under this Agreement that, by their nature, continue after the date of termination or expiration, including but not limited to the obligation to pay any unpaid but due Fees and the confidentiality obligations of each party hereunder.

**6.4. Refund or Payment upon Termination.** Upon any termination for cause by You or termination without cause by G2, G2 shall refund to You any prepaid Fees covering the remainder of the then-current Subscription Term after the effective date of termination. Upon any termination for cause by G2, You shall pay any unpaid Fees covering the remainder of the then-current Subscription Term. In no event shall any termination relieve You of the obligation to pay Fees payable to G2 for the period prior to the effective date of termination.

**6.5. Effective of Termination or Expiration.** Upon the termination of this Agreement or the expiration and non-renewal of a Subscription Term: (a) You will immediately cease accessing and using the Offerings subject to the termination or expired Subscription Term (including, without limitation, any applicable G2 Content) and (b) upon Your request made within thirty



(30) days, G2 will make Your Data available for export or download, as described in the then-current Documentation, and thereafter will have no obligation to maintain or provide any of Your Data, unless legally required.

## 7. FEES AND PAYMENT.

**7.1. Fees.** You will pay all fees specified in each Order Form (“Fees”). Except as otherwise specified herein or in the applicable Order Form: (a) Fees are based on subscriptions to the Offerings purchased and not actual usage; (b) payment obligations are non-cancelable and Fees paid are non-refundable; and (c) quantities purchased cannot be decreased during the relevant Subscription Term. Fees are fixed for one calendar year from the initial effective date of the first Subscription Term for the applicable Offerings but may be modified thereafter by providing thirty (30) days written notice to You.

**7.2. Invoicing and Payment.** You will provide G2 with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to G2. If You provide credit card information to G2, You authorize G2 to charge such credit card for all Fees due hereunder. Except as otherwise set forth in the applicable Order Form, payment of Fees shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. Unless otherwise stated in the Order Form, invoiced Fees are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to G2 and notifying G2 of any changes to such information, as well as for payment of any fees or charges associated with Your payment other than those charged by G2’s or its Affiliate’s bank.

**7.3. Overdue Charges.** If payment of any Fees is not received by G2 by the due date, then, without limiting G2’s other rights or remedies, (a) the Fees may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) G2 may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the “Invoicing and Payment” section above.

**7.4. Suspension and Acceleration.** If any Fees owed by You under this Agreement are 30 days or more overdue, (or 10 or more days overdue in the case of amounts You have authorized G2 to charge to Your credit card), G2 may, without limiting its other rights and remedies, accelerate Your unpaid Fees obligations so that all such obligations become immediately due and payable, and/or suspend your access to the Offerings until such amounts are paid in full; provided that if You are paying by credit card or direct debit and payment has been declined by the applicable financial institution, G2 will give You at least ten (10) days’ prior notice that Your payment is overdue before suspending Your access to the Offerings.

**7.5. Payment Disputes.** G2 will not exercise its rights under the “Overdue Charges” or “Suspension and Acceleration” section above for 60 days if You are disputing the applicable Fees reasonably and in good faith and are cooperating diligently to resolve the dispute.

**7.6. Taxes.** Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, but not limited to, value-added, sales, use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, “Taxes”). You are responsible for paying all Taxes associated with purchases hereunder. If G2 has the legal obligation to pay or collect Taxes for which You are responsible under this Section, G2 will invoice You and You will pay that amount unless You provide G2 with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, G2 is solely responsible for taxes assessable against it based on its income, property, and employees.

## 8. CONFIDENTIALITY.

**8.1. Definition of Confidential Information.** As used in this Agreement, “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether electronically, orally, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and/or the circumstances of disclosure. Your Confidential Information includes Your Data and any email addresses provided to G2 by You for the purposes of conducting review campaigns in connection with the Site Profile(s); G2’s Confidential Information includes the Offerings, the Aggregate Data, the Documentation, contact information of Site users and visitors provided to You as part of the Offerings, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that: (a) is or becomes generally known to the public without breach of any





obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without reference to, or reliance upon, the Confidential Information of the Disclosing Party. For the avoidance of doubt: (i) the non-disclosure obligations set forth in this “Confidentiality” section apply to Confidential Information exchanged between the parties in connection with any Free Trials and/or Free Offerings as well as the evaluation of any of additional Offerings and (ii) each party retains all ownership, right, and title in and to its Confidential Information.

**8.2. Protection of Confidential Information.** Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party will (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) to protect the Confidential Information of the Disclosing Party; (b) not use any Confidential Information of the Disclosing Party for any purpose not authorized by this Agreement; and (c) except as otherwise authorized by the Disclosing Party in writing, limit access to, and disclosure of, the Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel, and accountants without the other party’s prior written consent; provided that a party that makes any such disclosure to its Affiliate, legal counsel, or accountants will remain responsible for such Affiliate’s, legal counsel’s, or accountant’s compliance with this “Confidentiality” section. Notwithstanding the foregoing: (i) G2 may disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Non-G2 Application Provider to the extent necessary perform G2’s obligations related to this Agreement, under terms of confidentiality materially as protective those set forth herein and (ii) G2 may provide access to Your Confidential Information to those of Your Users, employees, contractors, and agents whom You permit to use and manage Your access and use of the Offerings.

**8.3. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

**9. DATA PROTECTION.** G2 will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Your Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Your Data (other than by You, Your Affiliates, Users, and/or Authorized Persons). The terms of the data processing addendum available at [www.g2.com/static/legal](http://www.g2.com/static/legal) (or other designated or replacement URL) (“DPA”) are hereby incorporated by reference and shall apply to the extent that You provide Personal Data (as defined in the DPA) to G2 or its Affiliates as part of Your use of an Offering. The terms of the data transfer addendum available at [www.g2.com/static/legal](http://www.g2.com/static/legal) (or other designated or replacement URL) (“DTA”) are hereby incorporated by reference and shall apply to the extent that G2 transfers Personal Data (as defined in the DTA) to You as part of Your use of an Offering.

## **10. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS.**

**10.1. Representations and Warranties by You.** You represent and warrant to G2 that: (a) Your Content will be true and complete, (b) neither Your Content nor Your Data contain any material which violates G2’s content guidelines or which is otherwise unlawful, defamatory, or obscene, or which infringes or violates any third-party rights (including any intellectual property rights or privacy or publicity rights), or which may encourage a criminal offense or otherwise give rise to civil liability, or which contains any Malicious Code, (c) You and Your Users will comply with all applicable laws and regulations (including all applicable privacy / data protection laws and regulations and laws related to Promotions) and (d) You will ensure that You have all necessary and appropriate consents and notices in place to enable lawful transfer and processing of personal data (as defined under data protection laws). “Promotions” are any contest, sweepstakes, coupon or other promotion appearing on or promoted through the Offerings by You or Your Users. G2 reserves the right, at its sole discretion, to reject or remove Your Content or any other information or materials posted by You on or through the Site or to alter such



information or materials to conform to technical specifications for the Site and/or to comply with applicable law. You further represent and warrant to G2 that You will not, and will not authorize or induce any other party, to: (i) generate automated, fraudulent, or otherwise invalid reviews, questions, comments, lead conversions, clicks, or other actions with regard to the Site; (ii) use any automated means or form of scraping or data extraction to access, query, or otherwise collect G2 Content or other data, content, or reviews from the Site, except as expressly permitted by G2; or (iii) use any G2 trade or service marks in any manner without G2's prior written consent.

**10.2. Representations and Warranties by G2.** G2 represents and warrants that (a) the Application(s) will perform materially in accordance with the applicable Documentation and (b) subject to the "Integration with Non-G2 Applications" section above, G2 will not materially decrease the overall functionality of the Application(s) during a Subscription Term. For any breach of a representation and warranty above, Your exclusive remedies are those described in the "Termination" section.

**10.3. Mutual Warranties.** Each party represents and warrants that it has the legal power to enter into this Agreement.

**10.4. DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, UNINTERRUPTED OR ERROR-FREE SERVICE, ERROR CORRECTION, AVAILABILITY, ACCURACY, AND ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. G2 CONTENT AND SITE PROFILES ARE PROVIDED "AS IS" AND AS AVAILABLE, EXCLUSIVE OF ANY WARRANTY WHATSOEVER. FURTHERMORE, TO THE FULLEST EXTENT PERMITTED BY LAW, G2 SPECIFICALLY DISCLAIMS ALL WARRANTIES AND GUARANTEES REGARDING (A) PERFORMANCE, QUALITY, AND RESULTS, (B) CLICK RATES AND CONVERSIONS, AND (C) THE ACCURACY OF THE INFORMATION THAT G2 PROVIDES IN CONNECTION WITH THE SITE AND/OR THE G2 CONTENT. G2 SHALL NOT BE LIABLE FOR NON-PERFORMANCE DUE TO CAUSES BEYOND ITS REASONABLE CONTROL. With respect to the Application(s), You acknowledge that G2 does not control the transfer of data over telecommunications facilities, including the internet. G2 does not warrant secure operation of the Application(s) or that it will be able to prevent third-party disruptions of the Application(s). You acknowledge further that the Application(s) may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. G2 is not responsible for any delays, delivery failures, or other damage resulting from such problems with the use of the internet or electronic communications.

## **11. INDEMNIFICATION.**

**11.1. Indemnification by You.** You will defend G2 and its Affiliates against any claim, demand, suit, or proceeding made or brought against G2 or its Affiliate arising out of or in connection with (a) a third party allegation that (i) Your Content and/or Your Data (ii) a Non-G2 Application, or (iii) a combination of a Non-G2 Application provided by You and used with the Offerings infringes or misappropriates such third party's intellectual property rights, (b) any violation of the representations and warranties provided under this Agreement by You, (c) Your and/or Your Users use of the Offerings in an unlawful manner or in violation of this Agreement, the Documentation, and/or Order Form ((a) through (c) each a "Claim Against G2"), and will indemnify G2 and its Affiliates from any damages, attorney fees, and costs finally awarded against G2 or its Affiliate as a result, or for any amounts paid by G2 or its Affiliate under a settlement approved by You in writing, of a Claim Against G2, provided that G2: (i) promptly gives You written notice of the Claim Against G2; (ii) gives You sole control of the defense and settlement of the Claim Against G2 (except that You may not settle any Claim Against G2 unless it unconditionally releases G2 and its Affiliates of all liability); and (iii) gives You all reasonable assistance, at Your expense. The above defense and indemnification obligations do not apply if a Claim Against G2 arises from G2's or its Affiliate's breach of this Agreement, the Documentation, or the applicable Order Form.

**11.2. Indemnification by G2.** G2 will defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the Application(s) infringes or misappropriates such third party's intellectual property rights (a "Claim Against You"), and will indemnify You from any damages, attorney fees, and costs finally awarded against You as a result, or for amounts paid by You under a settlement approved by G2 in writing, of a Claim Against You: provided that You: (a) promptly give G2 written notice of the Claim Against You; (b) give G2 sole control of the defense and settlement of the Claim Against You (except that G2 may not settle any Claim Against You unless it unconditionally releases You of all liability); and (c) give G2 all reasonable assistance, at G2's expense. If G2 receives information about an infringement or misappropriation claim related to a Application(s), G2 may in its discretion and at no cost to You (i) modify the Application(s)



so as to no longer infringe or misappropriate as claimed, without breaching the representations and warranties under "Representations and Warranties by G2," (ii) obtain a license for Your continued use of the Application(s) in accordance with this Agreement, or (iii) terminate Your subscriptions for the Application(s), in whole or in part, upon thirty (30) days' written notice and refund to You any prepaid Fees covering the remainder of the then-current Subscription Term for the terminated subscriptions or parts thereof. The above defense and indemnification obligations do not apply if: (1) the allegation does not state with specificity that the Application(s) are the basis of the Claim Against You; (2) a Claim Against You arises from the use or combination of the Application(s), or any part thereof, with software, hardware, data, or processes not provided by G2, if the Application(s) or use thereof would not infringe without such combination; (3) a Claim Against You arises from Free Offerings or a Free Trial; or (4) a Claim Against You arises from a Non-G2 Application or Your breach of this Agreement, the Documentation, or the applicable Order Form.

**11.3. Exclusive Remedy.** This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of third-party claim for infringement, misappropriation, or otherwise.

## **12. LIMITATION OF LIABILITY.**

**12.1. Limitation of Liability.** EXCEPT FOR INFRINGEMENT OR MISAPPROPRIATION OF G2'S INTELLECTUAL PROPERTY RIGHTS IN AND TO THE OFFERINGS AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THE "INDEMNIFICATION" SECTION, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY, TOGETHER WITH ALL OF ITS AFFILIATES, ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU AND YOUR AFFILIATES HEREUNDER FOR THE OFFERINGS GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT YOU AND YOUR AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

**12.2. Exclusion of Consequential and Related Damages.** EXCEPT FOR INFRINGEMENT OR MISAPPROPRIATION OF G2'S INTELLECTUAL PROPERTY RIGHTS IN AND TO THE OFFERINGS, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, DATA, USE, OR OTHER ECONOMIC ADVANTAGE, OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW AND DOES NOT LIMIT EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THE "INDEMNIFICATION" SECTION.

## **13. GENERAL.**

**13.1. Entire Agreement.** This Agreement, the Documentation, and each respective Order Form contain the entire agreement of the parties with respect to the Offerings specified in each Order Form, and there are no other promises or conditions in any other agreements, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties with respect to those Offerings specified in each Order Form referencing this Agreement. The parties agree that any term or condition stated in a purchase order provided by You or in any other order documentation provided by You (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (a) the applicable Order Form, (b) this Agreement, and (c) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

**13.2. Assignment.** Neither party may assign or delegate any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld); provided, however, that either party may assign this Agreement in its entirety (including all Order Forms), without the other party's prior written consent (a) to an Affiliate or (b) in connection with a change of control, merger, stock transfer, sale or other disposition of substantially all the assets of the assigning party's business. Subject to the foregoing, this Agreement and each Order Form will bind and inure to the benefit of the parties and their respective successors and permitted assigns.



**13.3. Severability.** If any provision of this Agreement or any Order Form, shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement or any Order Form is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**13.4. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

**13.5. Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

**13.6. Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

**13.7. Export Compliance.** The Offerings and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. G2 and You each represents that it is not named on any U.S. government denied-party list. You will not permit any User to access or use any Offerings in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria, and Crimea) or in violation of any U.S. export law or regulation.

**13.8. Notice.** Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing by registered mail or internationally-recognized service, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as a Legal Notice, the day of sending by email. Billing-related notices to You will be addressed to the relevant billing contact designated by You. All other notices to You will be addressed to the relevant Offerings system administrator designated by You.

**13.9. Applicable Law.** This Agreement, and any disputes arising out of or related hereto, shall be governed by the laws of the State of Illinois, without regard to its conflict of laws rules. The parties agree that this contract is not a contract for the sale of goods; therefore, this Agreement shall not be governed by codification of Article 2 or 2A of the Uniform Commercial Code, or any references to the Uniform Computer Information Transactions Act or the United Nations Convention on the International Sale of Goods. The state and federal courts located in Chicago, Illinois shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts.

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