

## Hubcase Master Service Agreement

THIS MASTER SERVICE AGREEMENT (“AGREEMENT”) GOVERNS YOUR USE OF THE HUBCASE, LLC (“HUBCASE”) SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A QUOTE THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

### DEFINITIONS

“**Service(s)**” applies to the Hubcase product(s) or service(s) purchased or provided under this Agreement. Services include those provided through Hubcase Site(s) and Third-Party Applications, including their site(s) and user interfaces, such as Hubcase for Salesforce, Hubcase for NetSuite, and Hubcase for DynamicsCRM.

“**Customer**” means an organization representing a legal entity, a function or a subsidiary of a legal entity to which the Services are provided. A single legal entity may have multiple sub-organizations using the Services representing different needs of the sub-organizations, and each such sub-organization may be treated as a separate Customer.

“**Site(s)**” means the Hubcase web portal for providing access to part of the Services, Documentation, support and other materials and information made available by Hubcase to its Partners and Customers.

“**Quote**” The portion of the Services for which Customer has initially contracted is described either in a Hubcase "Quotation" accepted by or on a webpage on the Site provided to the Customer (each a "Quote").

“**Effective Date**” The date a quote is accepted.

"**User**" or "**Permitted User**" means an individual who is authorized by Customer to use the Services, for whom Services have been purchased. Users may include but are not limited to Customer employees, consultants, contractors.

"**Seat**" means an unnamed user that uses the Services in a specified period, unless otherwise specified in a quote. Customer's right to use Seats shall commence on the Effective Date.

"**Free Seat**" means a seat provided at no charge. Hubcase may provide, at its sole discretion, limited number of Seats at no charge to one or more Customers for certain period, as is, without Warranty or Technical Support, unless otherwise specified in the Quote.

"**Third-Party Applications**" means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Services, and are identified as third-party applications, including but not limited to those integrated with Hubcase Exchange.

"**We**," "**Us**" or "**Our**" means the Hubcase.

"**You**" or "**Your**" means the Customer or other legal entity for which you are accepting this Agreement and Affiliates of that company or entity. "**Your Data**" means all electronic data or information submitted by You to the Purchased Services.

## 1. Services

***Hubcase reserves the right to refuse services to any perspective user or customer at its sole discretion; Hubcase also reserves the right to terminate services to any non-paying user or customer at its sole discretion.***

Subject to the terms of this Agreement, Hubcase grants Customer a nonexclusive, limited license to use the portions of the Services for which Customer has contracted (such portions of the Service may be offered in the form of "Seats", "Free Seats", "Technical Support"). Customer's right to use Services shall commence on the Effective Date.

## 2. Charges and Payment of Fees.

2.1 Seat Fees. Customer agrees to pay the fees for the contracted Seats at the prices and on the terms set forth in the Quote ("**Quote**"), and on the other terms of this Agreement; provided

that if the Quote indicates that Hubcase will provide Customer the Seats at no charge for a specified period, then no charge applies for such Seats for such period. Customer may purchase additional Seats at the prices then in effect (unless otherwise agreed) and on the other terms of this Agreement, including **Section 2.2**, subject to restrictions on additional Seat purchases as may be indicated in the Quote. Customer also may reduce its Seats as set forth in **Section 2.2**. Except as expressly set forth in this Agreement, (a) Customer may not reduce the Seats covered by this Agreement, and (b) Seats fees are not refundable or creditable. Customer is responsible for paying for all Seats ordered for the entire then-current term, whether or not such Seats are actively used. Charges for services other than Seats will be billed as agreed at the time such services are contracted. All prices are quoted in and shall be payable in United States dollars.

## 2.2 Payment Terms.

(a) Generally, Hubcase charges and collects Seat Fees on a month-to-month basis, and the amount is based on Seats actually used by Customer in the prior month. Customer may elect to pay in advance for Seats on an annual basis ("**Annual Seats**") at a discounted rate set forth in the Quote. Usage over the limit of Annual Seats purchased by Customer ("**Overage**") will be billed separately and monthly at the month-to-month rate, until more Annual Seats are added to cover the Overage.

(b) Fees for Adding Seats. If Customer adds Annual Seats, Customer will be billed or invoiced when such Seats are added. The fees for all added Annual Seats, when added or renewed on an anniversary of the Effective Date (each a "**Renewal Date**"), will be billed or invoiced for a one year term. The fees for Annual Seats other than on a Renewal Date ("**Off-Term Seats**") will be billed or invoiced for a proportionate amount of the applicable annual fee based on the length of the period from the date such Off-Term Seats are added until the next Renewal Date, rounded up to full months. Thereafter, such Off-Term Seats will be billed or invoiced for the full annual fee with Customer's other Annual Seats.

(c) Reducing Annual Seats. Customer may elect to terminate any or all of its Annual Seats on each Renewal Date if Customer provides Hubcase at least thirty (30) days' advance written notice of such election.

(d) Technical Support Fees. Customer using Free Seats offered by Hubcase may elect to purchase Optional Technical Support for a fee. The Technical Support Fees will be billed or invoiced in advance for a one year term.

(e) Invoices. Seat charges will be based on the number of Seats contracted for or used, whether or not such Seats are actively used. Invoices will be (i) generated (A) on or prior to the Effective Date and, for Seats added other than on a Renewal Date, as such Seats are added, (B) unless this Agreement has terminated, approximately one month in advance of any subsequent Renewal Date for all then effective Annual Seats, and C) monthly on actual usage on the Seat not covered by Annual Seats purchase, and (ii) due within thirty (30) days of the date of such invoice. Customer must notify Hubcase within sixty (60) days following receipt of any invoice if it disagrees with any charge in such invoice and the basis for such disagreement. To the extent Customer fails to provide such notice in such time period, then such invoice will be deemed conclusive and Customer will be deemed to have waived any right to thereafter dispute the charges in such invoice.

(f) Non-Payment and Collection. In addition to any other rights granted to Hubcase herein, Hubcase reserves the right to suspend or terminate this Agreement and Customer access to the Service as set forth in **Section 4.2** in the event of Customer's failure to meet its payment obligations (Customer account becomes delinquent). Past due invoices are subject to interest of 1.0% per month or the maximum permitted by law, whichever is less, plus all expenses of collection.

**2.3 Adding Seats**. Adding Annual Seats requires contacting Hubcase, paying the required Annual Seats fees as set forth in **Section 2.2**, and obtaining the necessary access rights. Customer understands that Hubcase will audit Customer's use of the Service to determine if its usage is exceeding the Seats for which Customer has paid. If Customer uses Seats in excess of those for which it has paid, then Customer will be charged for the Overage on the terms set forth in **Section 2.2**.

### **3. Use of the Site and Service.**

**3.1 Permitted Users**. Use of the Service and the Site by Customer, its employees, and each third party that Customer designates as a permitted user of a Seat (each such employee and third

party is a "**Permitted User**"), is subject to the terms and conditions of this Agreement. Customer may not designate a competitor of Hubcase as a Permitted User. Seats licensed on a "named user" basis may only be used by the individual Permitted User named in the account for such Seat pursuant to **Section 3.5**. Customer understands and agrees that it is responsible for, and agrees to indemnify and hold Hubcase harmless from, the acts and omissions of the Permitted Users.

**3.2 Ownership.** Hubcase owns all right, title and interest, including intellectual property rights, in and to the Service and the Site. Customer acknowledges that no title to the intellectual property in the Service is transferred to Customer. Any suggestions, ideas, enhancement requests, feedback, recommendations or other information Customer or any Permitted User provides to Hubcase relating to the Site or the Service are owned exclusively by Hubcase. Customer hereby assigns such rights to Hubcase. Hubcase reserves all rights not expressly granted hereunder. Customer agrees that it will not attempt to, nor authorize others to, reverse engineer, reverse compile, disassemble, modify, adapt, translate, create derivative works from, sell, rent, lease, loan, time-share, distribute, transmit over a network, sublicense or provide service bureau services by using, the Service, in whole or in part. Customer also agrees that it will not "frame" or "mirror" the Site, the Service, or any content contained therein.

**3.3 General Conduct.** Customer agrees to, and to cause each Permitted User to, abide by this Agreement and all applicable local, state, national and foreign laws and regulations in connection with the Service and the Site. In addition Customer agrees to not, and to cause each Permitted User to not:

- (a) use the Service to send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise;
- (b) harvest or collect information about the users of the Service or the Site or use such information for the purpose of transmitting or facilitating the transmission of unsolicited bulk electronic mail or communications;
- (c) use the Service or the Site to transmit or post unlawful, harassing, libelous, abusive, harassing, tortious, defamatory, threatening, harmful, invasive of another's privacy,

vulgar, obscene or otherwise objectionable material of any kind or nature or which is harmful to minors in any way;

(d) use the Service to host any data or information requiring security clearances issued by the United States or any other government;

(e) use the Service or the Site to transmit or post any material that may infringe or violate the intellectual property rights or other rights of third parties, including patents, trademarks, copyrights or rights of publicity;

(f) use the Service to transmit or post any material that contains software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, and cancelbots;

(g) interfere with or disrupt servers or networks connected to the Service or violate the regulations, policies or procedures of such networks;

(h) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means;

(i) allow any competitor of Hubcase to access or view the Service or use the Service or the Site for any purpose competitive with Hubcase; or

(j) harass or interfere with another user's use and enjoyment of the Service.

3.4 Third Party Application. Hubcase may offer certain Services in environments of Third Party Applications. Hubcase does not warrant any such Third Party Applications. Any purchase by Customer of any Third Party Applications is solely between Customer and the applicable third party provider.

Customer or a Permitted User may access the Services in a Third Party Application. Hubcase is not responsible for the availability or the quality, accuracy, integrity, fitness, safety, reliability, legality, or any other aspect of such Third Party Applications that Customer may purchase or

connect to, or any descriptions, promises or other information related to the foregoing. If Customer installs or enables Third Party Applications for use with the Services, Customer agrees that Hubcase may allow such third party providers to access Customer data as required for the interoperation of such Third Party Applications with the Service, and any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider. Hubcase shall not be responsible for any disclosure, modification or deletion of Customer data resulting from any such access by third party providers.

3.5 User Accounts and Information. In order for a Permitted User to use a Seat to access the Service, he or she must have a user account and be registered with Hubcase. User accounts cannot be "shared" or used by more than one individual. Customer agrees to submit accurate, current and complete information about each Permitted User, and to promptly update such information. Hubcase understands and agrees that the identity of a specific Permitted User may change during the term of this Agreement if Customer desires to remove one individual's access to the Service and to provide another individual with such access. If a Permitted User is using a Hubcase connector running on a 3rd party services or ecosystem, such as "Hubcase for Salesforce", the connector will collect the Permitted User information to determine actual Seats used by Customer for billing purpose.

3.6 Passwords. Each Permitted User will have a personal password for his or her user account. Hubcase has no obligations with regard to the use of such password by third parties. Customer agrees to notify Hubcase as soon as commercially reasonable if Customer has any reason to believe that the security of Customer's account has been compromised.

3.7 Security. Hubcase uses commercially reasonable practices to maintain the integrity of the data Customer or a Permitted User places on the Site ("Data"). Hubcase uses some of the most advanced technology for Internet security available today in concert with rigorous internal controls to ensure that your data remains secure. Hubcase applications and your data are hosted in a secure environment that uses authentication, encryption, firewalls and other advanced technology to prevent interference or access by outside intruders. Each user in your organization is assigned a unique username and password that must be entered every time they log in. When accessing data in Hubcase applications, Transport Layer Security (TLS, also known as Secure Sockets Layer or SSL) protects your information on its way to and from our servers, ensuring that your data is safe and secure. The result: your data is always available to

registered users in your organization, and completely inaccessible to unauthorized viewing and/or use. In addition, our customer data protection policy and rigorous internal procedures ensure that Hubcase staff never has unauthorized access to your data. We understand that our customers entrust us with their most precious assets, and to ensure security we employ carefully designed organizational controls that have been verified to comply with widely accepted industry standards.

3.8 Data. Customer, not Hubcase, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data transmitted through, or posted using, the Site or the Service, including all actions of the Permitted Users. Hubcase shall not be responsible or liable for the deletion, correction, destruction, damage, or loss of any Data or for the failure to store any Data.

3.9 Privacy. Hubcase is not granted by this Agreement, ownership in any of the Data or other materials Customer submits or posts as part of its use of the Service. Hubcase may access Customer's account, including its Data, in connection with monitoring the Service for technical performance, to respond to service or technical problems, to plan for service upgrades or enhancements, or as otherwise stated in the Privacy Policy. Hubcase will not otherwise monitor, edit, or disclose any information regarding Customer or its account, including any Data, without Customer's prior permission.

3.10 Partner relationship and sharing of information with partner. Customer may send invitations to, or accept invitations from other customers also using the Service(s) to be partners so that they can exchange information. Customer sent or accepted invitation agrees to share certain information voluntarily with the partners. Invitation, acceptance of invitation, sharing of data and acceptance of shared data are sole responsibility of respective partners. Customer agrees that data shared with partner will not be retracted or deleted. Customer agrees not to hold Hubcase liable for any damage or loss resulted from partnership relationship or data sharing with partners.

3.11 Rights to stop and refuse services. Hubcase reserves the right to refuse services to any perspective user or customer at its sole discretion; Hubcase also reserves the right to terminate services to any non-paying user or customer at its sole discretion.



#### **4. Term and Termination.**

4.1 Term and Renewal. Unless terminated early, or an earlier expiration date is specified in the Quote, this Agreement commences on the Effective Date and continues until one party provides the other with written notice at least thirty (30) days prior to intended termination date.

4.2 Suspension or Termination. If either party materially breaches this Agreement and fails to cure such breach within thirty (30) days of notice, then the other party, in its sole discretion, may terminate this Agreement, and, if Customer is the breaching party, Hubcase may suspend or terminate Customer's and each Permitted User's password, account, or use of the Service and remove and discard any Data within the Service. Any breach of Customer's payment obligations will be deemed a material breach of this Agreement.

4.3 Effect of Termination. Upon the termination or expiration of this Agreement for any reason, (a) all of Customer's Seats and all licenses granted hereunder immediately terminate, (b) Customer's right to access the Site or the Service or to access or use any Data immediately ceases, and (c) Hubcase shall have no obligation to maintain any Data stored in a terminated account or to forward any Data to Customer or any third party. The expiration or termination of this Agreement under this **Section 4** will not (i) affect Customer's obligation to pay all amounts due to Hubcase accrued prior to termination (or, where applicable, after termination), nor (ii) entitle Customer to reimbursement or refund of any amounts already paid to Hubcase. In addition, **Sections 3.2, 4, 5, 6, 7, 8, 9, 10, 11 and 13** will survive the expiration or termination of this Agreement.

**5. No Representations or Warranties. Hubcase is providing the Site, the Service (including Seats), and related support on an "As-Is" basis.** Neither party makes any warranties, express or implied, concerning the subject matter of this Agreement, the Site, the Service (including Seats) and all performance hereunder, and each party hereby disclaims any and all implied warranties, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement of third party rights, in each case related to this Agreement, the Site, the Service and all performance hereunder. Hubcase does not warrant that the Site, the Service or related support shall be uninterrupted or error free, and makes no warranties regarding the completeness, accuracy or availability of the Site, the Service or related support.

Neither Hubcase nor its suppliers make any representation or warranty regarding the accuracy of any materials or other information provided on or through the Site, the Service or related support. These disclaimers constitute an essential part of this Agreement.

**6. Limitation of Liability.** In no event shall either party's aggregate liability under or relating to this Agreement, the Site, the Service or related support, exceed the amounts actually paid by and/or due from Customer for Seats under this Agreement in the twelve (12) month period immediately preceding the event giving rise to such claim; provided that such cap on liability shall not apply to liability under Section 8 nor to the costs of defense incurred by an indemnifying party under Section 7. In addition, except for liability under Section 7 or 8, none of Hubcase, its licensors, nor Customer, shall be liable under or relating to this Agreement, the Site, the Service or related support under any theory for any incidental, consequential, special or exemplary damages in any way relating to this Agreement, including any lost profits or lost savings, regardless of the theory on which any such damages may be based, even if such entity has been advised of the possibility of such damages, or for any claim by any third party. These limitations and disclaimers of liability constitute an essential part of this Agreement.

## **7. Infringement Indemnification.**

7.1 Indemnity Obligation. Hubcase will defend, at its own expense, any claim, suit or proceeding (a "**Claim**") brought against Customer to the extent it is based upon a claim that the Site or the Service infringes upon any existing U.S. patent or copyright, or misappropriates any trade secret, of any third party. Customer will defend, at its own expense, any Claim brought against Hubcase to the extent it is based upon a claim that any Data infringes upon any existing U.S. patent or copyright, or misappropriates any trade secret, of any third party. The party seeking indemnification agrees that it shall promptly notify the other party in writing of any such Claim and give the indemnifying party full information and reasonable assistance in connection therewith. The indemnifying party shall have the sole right to control the defense of any such Claim at the indemnifying party's expense and the sole right to settle or compromise any such Claim. If the indemnified party complies with the provisions hereof, then, subject to the limits in **Section 6**, the indemnifying party will pay all damages, costs and expenses finally awarded to third parties against the indemnified party in such action.

**7.2 Effect on Service.** If the Site or the Service are, or in Hubcase' opinion might be, held to infringe as set forth above, Hubcase may, at its option replace or modify the Site or the Service so as to avoid infringement but remain substantially functionally equivalent, or procure the right for Customer to continue to use the Site and the Service at no additional expense to Customer. If neither of such alternatives is, in Hubcase' opinion, commercially reasonable, then Customer's right to continue to use the infringing portions of the Site or the Service shall terminate and Hubcase' sole liability, in addition to its obligation to reimburse awarded damages, costs and expenses as set forth above, shall be to refund the balance of any prepaid Annual Seats fees relating to such terminated portions of the Site and the Service.

**7.3 Limitations.** Hubcase will have no liability for any claim of infringement to the extent based on (a) Customer's use of the Site or the Service in a manner not required by the Site or the Service, (b) any Data or other materials Customer or any Permitted User places on the Site or the Service, or (c) use of the Site or the Service with any items not provided by Hubcase.

**7.4 Entire Liability.** The foregoing states the entire liability of Hubcase to Customer concerning infringement of intellectual property rights, including but not limited to, patent, copyright, trademark and trade secret rights.

**8. General Indemnification.** Customer hereby agrees to indemnify and hold harmless Hubcase and its suppliers and licensors against any claim, damages, loss, liability or expense, including attorney fees, arising out of Customer's or any Permitted User's use of the Site or Service in any way contrary to this Agreement.

**9. Notices.** All notices, requests or other communications required to be given under this Agreement must be in writing. Each party may give notice by means of written communication sent by prepaid post or courier or by email to the other party at the addresses set forth below (as it may be updated from time to time) in the case of Hubcase, or at the address then on record in Customer's account information with Hubcase, in the case of Customer. Notices addressed, as indicated above will be effective upon the earlier of (a) actual receipt, (b) three (3) days after posting, if sent by prepaid registered mail, return receipt requested, (c) the next business day, if sent by overnight courier, or (d) if sent by confirmed email, 12 hours after dispatch. A general notice on the Site shall be deemed to have been provided to Customer the next time Customer logs onto the Site or the Service.

Hubcase, LLC **Email Address:** legal@hubcase.com

**10. Arbitration.** Any dispute or claim arising out of or in connection with this Agreement will be finally settled by binding arbitration to be conducted in Fremont, California (or at such other location as the parties may agree) under the commercial arbitration rules then prevailing of the American Arbitration Association by one arbitrator appointed in accordance with those rules. The arbitrator will apply the law specified in **Section 13** to the merits of any dispute or claim. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator may grant permanent injunctions or other relief in such dispute or claim; provided that the arbitrator may not grant licenses to any intellectual property owned by either party nor may the arbitrator award punitive damages. Notwithstanding the foregoing, without breach of this arbitration provision either party may apply to any court of competent jurisdiction to collect amounts due, for temporary injunctive relief, or to enforce such party's intellectual property rights.

**11. Force Majeure.** Any failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party, including, but not limited to, acts of God, war (declared or undeclared), acts of terrorism, civil unrest, strike, fire, flood, or other act of nature, power outages, and failures of the Internet, delays in component supply, equipment failure, governmental acts, orders or restrictions, or any other reason where failure to perform is beyond the reasonable control of the non-performing party.

**12. Publicity.** Hubcase may list Customer on the Site as a Customer of Hubcase. In addition, Customer and Members agree to reasonably consider cooperating with Hubcase from time to time in connection with serving as a Customer reference, providing testimonials for the Service; and issuing press releases relating to the relationships between Customer and Hubcase.

**13. General Provisions.** This Agreement shall be governed by the laws of the State of California, without application of its conflict of laws principles. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby. If Customer uses the Service from outside the United States of America, Customer is solely responsible for

compliance with all applicable laws, including without limitation export and import regulations of the United States and other applicable countries and jurisdictions. No waiver by either party of the breach of this Agreement will be valid or binding unless made in writing and signed by the party prejudiced thereby. This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms and conditions on any purchase order or other document either party may submit to purchase Seats or otherwise shall not be effective, notwithstanding any contrary terms therein. Except as set forth herein, this Agreement may be amended or modified only by the mutual written agreement of authorized representatives of the parties. Customer may not assign or transfer this Agreement without Hubcase' prior written consent.