

# DREAMLINE MASTER SUBSCRIPTION AGREEMENT

## Terms and Conditions

THIS MASTER SUBSCRIPTION AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF DREAMLINE SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

IF CUSTOMER REGISTERS OR PARTICIPATES IN A BETA TRIAL OF DREAMLINE SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT BETA TRIAL OR THOSE FREE SERVICES.

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 THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

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

This Agreement was last updated on November 12, 2021. It is effective between Customer and Dreamline as of the date of Customer's accepting this Agreement.

## 1. DEFINITIONS

"**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.

"**Content**" means information obtained by Dreamline from publicly available sources or its third-party content providers and made available to Customer through the Services or pursuant to an Order Form, as more fully described in the Documentation.

"**Customer**" 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 Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

"**Customer Data**" means electronic data and information submitted by or for Customer to the Services, excluding Content and Non-Dreamline Applications.

"**Documentation**" means the applicable Service's documentation and descriptions that are available upon request and its usage guides and policies, as updated from time to time.

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

“**Non-Dreamline Application**” means a Web-based, mobile, offline, or other software application functionality that interoperates with a Service, that is provided by Customer or a third party. Non-Dreamline Applications, other than those obtained or provided by Customer, will be identifiable as such.

“**Order Form**” means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and Dreamline or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

“**Services**” means the products and services that are ordered by Customer under an Order Form or online purchasing portal, or provided to Customer free of charge (as applicable) or under a free trial, and made available online by Dreamline, including associated Dreamline offline or mobile components, as described in the Documentation. “Services” exclude Content, Non-Dreamline Applications, the Dreamline mobile application and the Dreamline website.

“**User**” means, in the case of an individual accepting these terms 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, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by Dreamline without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, Dreamline at Customer’s request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, teachers, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

## 2. DREAMLINE RESPONSIBILITIES

- 2.1 **Provision of Services.** Dreamline will (a) make the Services and Content available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) use reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Dreamline shall use reasonable efforts to give advance notice), and (ii) any unavailability caused by circumstances beyond Dreamline’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, Internet service provider failure or delay, failure of a Non-Dreamline Application, or denial of service attack, and (c) provide the Services in accordance with laws and government regulations applicable to Dreamline’s provision of its Services to its customers generally (i.e., without regard for Customer’s particular use of the Services), and subject to Customer’s use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.
- 2.2 **Protection of Customer Data.** Dreamline will maintain appropriate safeguards designed to protect Customer Data, as may be described in the Documentation.
- 2.3 **Dreamline Personnel.** Dreamline will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Dreamline’s obligations under this Agreement, except as otherwise specified in this Agreement.

## 3. USE OF SERVICES AND CONTENT

- 3.1 **Subscriptions.** Unless otherwise provided in the applicable Order Form or Documentation, (a) Services and access to Content are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) subscriptions for

Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Dreamline regarding future functionality or features.

- 3.2 **Customer Responsibilities.** Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-Dreamline Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify Dreamline promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Documentation, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-Dreamline Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in Dreamline's judgment threatens the security, integrity or availability of Dreamline's services, may result in Dreamline's immediate suspension of the Services; provided, however, that Dreamline will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.
- 3.3 **Usage Restrictions.** Customer will not (a) make any Service or Content available to anyone other than Customer or Users, or use any Service or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-Dreamline Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-Dreamline Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access or use any of Dreamline intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, or (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.
- 3.4 **Removal of Content and Non-Dreamline Applications.** If Customer receives notice that Content or a Non-Dreamline Application must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or applicable Dreamline policy, Customer will

promptly do so. If Customer does not take required action in accordance with the above, or if in Dreamline's judgment continued violation is likely to reoccur, Dreamline may disable the applicable Content, Service and/or Non-Dreamline Application. If requested by Dreamline, Customer shall confirm such deletion and discontinuance of use in writing and Dreamline shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable. In addition, if Dreamline is required by any third-party rights holder to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, Dreamline may discontinue Customer's access to Content through the Services.

#### **4. NON-DREAMLINE PRODUCTS AND SERVICES**

- 4.1 **Non-Dreamline Products and Services.** Dreamline or third parties may make available third-party products or services, including, for example, Non-Dreamline Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any non-Dreamline provider, product or service is solely between Customer and the applicable non-Dreamline provider. Dreamline does not warrant or support Non-Dreamline Applications or other non-Dreamline products or services, whether or not they are designated by Dreamline as "certified" or otherwise, unless expressly provided otherwise in an Order Form. Dreamline is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by any Non-Dreamline Application or its provider.
- 4.2 **Integration with Non-Dreamline Applications.** The Services may contain features designed to interoperate with Non-Dreamline Applications. Dreamline cannot guarantee the continued availability of such features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-Dreamline Application ceases to make the Non-Dreamline Application available for interoperation with the corresponding features in a manner acceptable to Dreamline.

#### **5. FEES AND PAYMENT**

- 5.1 **Fees.** Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (a) fees are based on Services and Content subscriptions 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.
- 5.2 **Invoicing and Payment.** Customer will provide Dreamline with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Dreamline. If Customer provides credit card information to Dreamline, Customer authorizes Dreamline to charge such credit card for all Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in the "Term of Purchased Subscriptions" section below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, Dreamline will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Dreamline and notifying Dreamline of any changes to such information.

- 5.3 **Overdue Charges.** If any invoiced amount is not received by Dreamline by the due date, then without limiting Dreamline’s rights or remedies, (a) those charges 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) Dreamline may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the “Invoicing and Payment” section above.
- 5.4 **Suspension of Service and Acceleration.** If any charge owing by Customer under this or any other agreement for services is 30 days or more overdue (or 10 or more days overdue in the case of amounts Customer has authorized Dreamline to charge to Customer’s credit card), Dreamline may, without limiting its other rights and remedies, accelerate Customer’s unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, Dreamline will give Customer at least 10 days’ prior notice that its account is overdue, in accordance with the “Notices” section below for billing notices, before suspending services to Customer.
- 5.5 **Payment Disputes.** Dreamline will not exercise its rights under the “Overdue Charges” or “Suspension of Service and Acceleration” section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 5.6 **Taxes.** Dreamline’s fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Dreamline has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Dreamline will invoice Customer and Customer will pay that amount unless Customer provides Dreamline with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Dreamline is solely responsible for taxes assessable against it based on its income, property and employees.

## 6. PROPRIETARY RIGHTS AND LICENSES

- 6.1 **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Dreamline, its Affiliates, its licensors and Content providers reserve all of their right, title and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.
- 6.2 **Access to and Use of Content.** Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement and the Documentation.
- 6.3 **License by Customer to Dreamline.** Customer grants Dreamline, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-Dreamline Applications and program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for Dreamline to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. If Customer chooses to use a Non-Dreamline Application with a Service, Customer grants Dreamline permission to allow the Non-Dreamline Application and its provider to access Customer Data and information about Customer’s usage of the Non-Dreamline Application as appropriate for the interoperability of that Non-Dreamline Application with the

Service. Subject to the limited licenses granted herein, Dreamline acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-Dreamline Application or such program code.

- 6.4 **License by Customer to Use Feedback.** Customer grants to Dreamline and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of Dreamline's or its Affiliates' services.

## 7. CONFIDENTIALITY

- 7.1 **Definition of Confidential Information.** “**Confidential Information**” means all information disclosed by a Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”), whether 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 the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Dreamline includes the Services and Content, 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. For the avoidance of doubt, the non-disclosure obligations set forth in this “Confidentiality” section apply to Confidential Information exchanged between the Parties in connection with the evaluation of additional Dreamline services.
- 7.2 **Protection of Confidential Information.** As between the Parties, each Party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (a) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to 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, Dreamline may disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Non-Dreamline Application provider to the extent necessary to perform Dreamline's obligations under this Agreement, under terms of confidentiality substantially as protective as set forth herein.
- 7.3 **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.

## 8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

- 8.1 **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 8.2 **Dreamline Warranties.** Dreamline warrants that during an applicable subscription term (a) the Services will perform materially in accordance with the applicable Documentation and (b) subject to the "Integration with Non-Dreamline Applications" section above, Dreamline will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.
- 8.3 **Disclaimers.** 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 OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

## 9. MUTUAL INDEMNIFICATION

- 9.1 **Indemnification by Dreamline.** Dreamline will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Service infringes or misappropriates such third party's intellectual property rights (a "**Claim Against Customer**"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Dreamline in writing of, a Claim Against Customer, provided Customer (a) promptly gives Dreamline written notice of the Claim Against Customer, (b) gives Dreamline sole control of the defense and settlement of the Claim Against Customer (except that Dreamline may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives Dreamline all reasonable assistance, at Dreamline's expense. If Dreamline receives information about an infringement or misappropriation claim related to a Service, Dreamline may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Dreamline's warranties under "Dreamline Warranties" above, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (2) a Claim Against Customer arises

from the use, modification, or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Dreamline, if the Services or use thereof would not infringe without such use, modification or combination; (3) a Claim Against Customer arises from Services under an Order Form for which there is no charge; or (4) a Claim against Customer arises from Content, a Non-Dreamline Application or Customer's breach of this Agreement, the Documentation or applicable Order Forms.

- 9.2 **Indemnification by Customer.** Customer will defend Dreamline and its Affiliates against any claim, demand, suit or proceeding made or brought against Dreamline by a third party alleging (a) that any Customer Data or Customer's use of Customer Data with the Services, (b) a Non-Dreamline Application provided by Customer, or (c) the combination of a Non-Dreamline Application provided by Customer and used with the Services, infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form (each, a "**Claim Against Dreamline**"), and will indemnify Dreamline from any damages, attorney fees and costs finally awarded against Dreamline as a result of, or for any amounts paid by Dreamline under a settlement approved by Customer in writing of, a Claim Against Dreamline, provided Dreamline (i) promptly gives Customer written notice of the Claim Against Dreamline, (ii) gives Customer sole control of the defense and settlement of the Claim Against Dreamline (except that Customer may not settle any Claim Against Dreamline unless it unconditionally releases Dreamline of all liability), and (iii) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against Dreamline arises from Dreamline's breach of this Agreement, the Documentation or applicable Order Forms.
- 9.3 **Exclusive Remedy.** This "Mutual Indemnification" section states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any third-party claim described in this section.

## 10. LIMITATION OF LIABILITY

- 10.1 **Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES 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 CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.
- 10.2 **Exclusion of Consequential and Related Damages.** 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, OR 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.



## 11. TERM AND TERMINATION

- 11.1 **Term of Agreement.** This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.
- 11.2 **Term of Purchased Subscriptions.** The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either Party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Dreamline's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.
- 11.3 **Termination.** A Party may terminate this Agreement for cause (a) upon 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) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 11.4 **Refund or Payment upon Termination.** If this Agreement is terminated by Customer in accordance with the "Termination" section above, Dreamline will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Dreamline in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to Dreamline for the period prior to the effective date of termination.
- 11.5 **Surviving Provisions.** The sections titled "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Removal of Content and Non-Dreamline Applications," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "Protection of Customer Data" will survive any termination or expiration of this Agreement for so long as Dreamline retains possession of Customer Data.

## 12. GENERAL PROVISIONS

- 12.1 **Export Compliance.** The Services, Content, other Dreamline technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Dreamline and Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.
- 12.2 **Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between Dreamline and Customer regarding Customer's use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning

its subject matter. The Parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (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) these Terms and Conditions, 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.

- 12.3 **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.
- 12.4 **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 12.5 **Waiver.** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 12.6 **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 12.7 **Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.
- 12.8 **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Commonwealth of Pennsylvania. Any legal suit, action, or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Pennsylvania in each case located in Philadelphia, Pennsylvania, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or forum non conveniens. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

- 12.9 **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by a Party from time to time in accordance with this Section).
- 12.10 **Counterparts.** This Agreement and the Order Forms may be executed in one or more counterparts, and/or by facsimile or other electronic means agreed by the Parties, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.