



Master Subscription Agreement

This Master Subscription Agreement (this “**Agreement**”) is between SugarCRM Inc. or its Affiliate listed on an Order (“**Sugar**”), and the entity that has accepted this Agreement through an Order that references this Agreement (“**Customer**”). Capitalized terms not defined elsewhere in this Agreement have the meanings given to them in the Certain Definitions Section herein.

1. Application Services

1.1. Application Services and Deployment. Subject to the terms and conditions of this Agreement, Customer will have the non-exclusive, worldwide, limited right to use or have access to Application Services during the Subscription Term (as extended) specified in Customer’s Order therefor. Application Services are deployed by means of software-as-a-service hosted by Sugar (“**SugarCloud**”), or installation by or for Customer on or at its premises or hosted by Customer or by a third party on Customer’s behalf (“**On-Site**”) as specified in an Order and may be used solely for Customer’s internal business operations except as otherwise specified in an Order. Certain Application Services are also subject to the Product Specific Terms, which are hereby incorporated by reference and are available at <https://www.sugarcrm.com/legal/agreements/customers/>.

1.2. Usage Limits. Customer agrees to only allow those Subscription Users Customer paid the applicable fees to access Application Services and to not share usernames, passwords, or log-in information with other persons or entities. Except as otherwise specified in an Order, Customer is not permitted to allow its affiliates, subsidiaries, sister companies or entities, related entities, parent entities (collectively, “**Affiliates**”), or any other party to use Application Services without Sugar’s specific prior written consent. Customer’s administrator(s) may reassign a Subscription User account during the Subscription Term if a former Subscription User no longer requires access to or use of Application Services. Customer agrees to notify Sugar in writing immediately upon becoming aware of any unauthorized use of, or access to, Application Services or any Subscription User account or password thereof. Users of external applications accessing functionality or data stored inside Application Services require a subscription for each user who accesses the functionality or data.

1.3. On-Site Deployment. If Customer procures Application Services for On-Site use, Sugar will electronically deliver or otherwise make available Application Services to Customer and the information necessary for Customer’s installation and use thereof during the Subscription Term.

1.4. SugarCloud Deployment.

1.4.1. Access. If Customer subscribes to SugarCloud, Sugar will make SugarCloud available to Customer during the Subscription Term in accordance with the Documentation and the terms of this Agreement and subject to the applicable Managed Storage Space Policy.

1.4.2. Customizations. Customer agrees any customization to its SugarCloud environment must be created through Sugar-certified customizations using the Sugar module loader (or other Sugar-approved method and compliant with established industry security standards).

1.4.3. Recoveries and Sandbox. Customer may submit a request to Sugar to receive recoveries of Customer Data from backup (“**Recoveries**”) and/or duplicates of its hosted environment (data application logic and configuration) (“**SandBox**”) at any time. Recoveries and SandBoxes may be available free of charge based on the subscription and/or product version subscribed. Additional Recoveries and SandBoxes are available at Sugar’s then-current fees.

2. Customer Responsibilities and Restrictions

2.1. Responsibilities.

2.1.1. All Services. Customer hereby assumes sole responsibility for: (a) Subscription Users’ use of Application Services, Support Services, Professional Services and/or Sugar Care Services (collectively, “**Services**”) in accordance with the Documentation, (b) ensuring only Subscription Users use Services and not share access credentials, (c) determining the suitability of Services for Customer’s business, and (d) the acts and omissions of any third-party contractors used by Customer to assist with the installation, implementation, use and modification of Services.

2.1.2. SugarCloud and Hosting-related Services. If Customer subscribes to SugarCloud, or otherwise engages Sugar to process Customer Data, Customer also assumes sole responsibility for: (a) the accuracy, integrity, and legality of Customer Data when using Services and the means by which Customer acquires, uses, and disseminates such Customer Data, (b) complying with any and all regulations and laws applicable to Customer Data and use of Services, (c) complying with all Data Protection Laws, and obtaining and storing records of any and all required consents from each data subject if Customer uses Services to process Personal Data, and (d) all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials it or its Subscription Users upload, post, publish or display in the use of Services.

2.2. General Restrictions. Customer may not and may not cause or permit others to: (a) use Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, libelous, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of Services; (c) perform or disclose any performance or vulnerability testing of Services; (d) introduce or subject Services to any viruses, worms, defects, Trojan horses, time bombs, or other harmful or malicious code, files, scripts, agents, or programs, or any items of a destructive nature; (e) cause Services to become subject in whole in or in part to a copyleft license; (f) modify, remove or disable any portion of the Critical Control Software; (g) use Services in any manner that could damage, disable, disrupt, overburden, or impair the

integrity or performance of Services; (h) modify, make derivative works of, reproduce, republish, download, or copy any part of Services; (i) except to the extent permitted by applicable law, disassemble, decompile or reverse engineer Services; (j) access or use Services to build or support, directly or indirectly, products or services competitive to Sugar; or (k) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available Services to any third party except as permitted by this Agreement.

2.3. **Regulated Data.** Customer acknowledges Services are not configured to receive or store government-regulated, controlled or similarly restricted data such as (a) technical data controlled by International Traffic in Arms Regulations (ITAR), (b) protected health information under U.S. Health Insurance Portability and Accountability Act (HIPAA), (c) Payment Card Industry Data Security Standard (PCI-DSS) cardholder data, (d) U.S. Federal Information Modernization Act (FISMA) personal data, or (e) special categories of data as such is defined under GDPR that give rise to heightened security requirements (“**Regulated Data**”). Customer agrees neither Customer nor its Subscription Users will use Services to store Regulated Data or provide access to or submit or transmit any Regulated Data to Sugar when requesting Services or otherwise.

3. Third-Party Applications and Content

3.1. **Third-Party Applications.** Third-Party Applications may be available for use in connection with Application Services, or Application Services may contain features designed to interoperate with Third-Party Applications. If Sugar resells Third-Party Applications to Customer pursuant to an Order, Customer’s use of the Third-Party Applications is subject to this Agreement except as otherwise set forth in the Product Specific Terms. Customer’s use of Third-Party Applications not supplied by Sugar or supplied by Sugar pursuant to its marketplace (except as otherwise provided therein) are subject to the applicable third party’s terms and conditions and privacy policies. Sugar does not warrant or guarantee the continued interoperability between Application Services and Third-Party Applications. If Sugar supplies Third-Party Applications for use with Application Services, or as part of Application Services, Sugar may discontinue Customer’s subscription to the Third-Party Applications upon no less than 180 days’ prior written notice, in which case Customer’s subscription fees will be reduced accordingly unless Sugar provides an alternative product with comparable features and functionality.

3.2. **Content.** If Customer subscribes to Application Services that include Content, Sugar reserves the right to replace Content and to provide different Content or cease providing all or certain types of Content at its sole discretion. Customer agrees its use of Content will comply with all applicable laws and regulations including Data Protection Laws. All title and intellectual property rights in and to Content is the property of the third-party content owner and may be protected by applicable copyright or other intellectual property rights. Any Customer use of a third-party web site is subject to the terms and conditions provided by such third party, and no rights to any third-party web site are hereby granted to Customer.

4. Support Services and Product Releases

4.1. **Support Services.** Sugar will provide standard-level Support Services to Customer during the Subscription Term in accordance with its then current policies if Customer purchases Application Services directly from Sugar. Enhanced or premium-level Support Services may also be available for an additional fee. If Services are purchased through an authorized reseller or other partner of Sugar, Customer agrees to contact the reseller or partner directly to obtain support-related services.

4.2. **Product Releases.** Sugar may provide Product Releases to Application Services from time to time during the Subscription Term. Sugar will apply Product Releases to SugarCloud automatically. Customer is responsible for installing Product Releases to its On-Site environment. “**Product Releases**” may be comprised of “maintenance” releases, which are typically comprised of fixes to known defects and do not typically introduce any new or modified application behavior, or “feature” releases, which typically include both fixes to known defects and introduce new or modified application behavior or changes to the available features or functionality of Application Services.

4.3. **End-of-Life-Policy.** Sugar reserves the right to retire older versions of On-Site deployed Application Services in accordance with Sugar’s “end of support” policies in effect from time to time. Customer acknowledges it must upgrade to the latest supported On-Site deployed Product Release prior to the scheduled “end of support” date to continue receiving Support Services therefor.

5. Professional Services and Sugar Care Services

5.1. **Scope.** Customer may obtain Professional Services and Sugar Care Services as specified in an Order or SOW. Professional Services and/or Sugar Care Services must be utilized within 12 months from the Order or SOW effective date except as otherwise provided therein. Services and Deliverables will be delivered remotely to Customer unless otherwise mutually agreed.

6. Proprietary Rights

6.1. **Ownership of Services and Deliverables.** All rights, title, and interest in and to Services and Deliverables, including without limitation all intellectual property rights therein and all modifications, extensions, customizations, scripts or other derivative works thereto, are owned exclusively by Sugar or its licensors. Customer grants Sugar a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into Services and Deliverables (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by Customer or any Subscription Users related to the operation or functionality of Services or Deliverables. Any rights in Services or Deliverables or Sugar’s intellectual property not expressly granted herein by Sugar are reserved by Sugar.

7. Customer Data

7.1. **Ownership of Customer Data.** Customer owns Customer Data and assumes sole responsibility for its use of Customer Data and entering it into Services.

7.2. **Security.** Sugar will have in place and will maintain throughout the Subscription Term appropriate security measures designed to protect Customer Data from accidental or unlawful destruction, loss, alteration, and unauthorized disclosure of or access to Customer Data.

7.3. Data Processing Addendum. Sugar will process Customer Data that constitutes Personal Data as instructed in the Data Processing Addendum. Customer may obtain a signed copy of the Data Processing Addendum by following the instructions at <https://www.sugarcrm.com/legal/agreements/customers/> or otherwise upon request.

8. Payment

8.1. Fees and Taxes. Subject to Section 8.2, Customer will pay to Sugar the fees set forth in the applicable Order. Except as otherwise specified herein or in the Order (a) all payment obligations are non-cancellable and fees paid are non-refundable, (b) fees are quoted and payable in United States Dollars, and (c) fees are due 30 days from the invoice date. Fees specified in Orders do not include Taxes. Customer is solely responsible for payment of all Taxes associated with its purchases hereunder, excluding any Taxes based on Sugar's net income or property. Customer may not withhold or retain Taxes except as required by law. If Customer withholds or retains Taxes, it will increase the amount payable as necessary so that after making all required withholdings or retentions Sugar receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such withholdings or retentions had been made.

8.2. Purchases from an Authorized Reseller. If Customer obtains Services from an authorized reseller or other partner of Sugar pursuant to an order made directly with the authorized reseller or partner, then Customer will remit payment directly to the authorized reseller or partner in accordance with the order and resulting invoice. Customer agrees Sugar may deal and communicate with the authorized reseller or other partner in the procurement and management of Services.

8.3. Additional Subscriptions. Additional Subscription Users or other subscription-based Services may be added during a Subscription Term at the then-current subscription fee, pro-rated beginning in the initial month in which the subscriptions are added through the remainder of the then-current Subscription Term, such that the Subscription Term runs concurrently for all subscriptions.

8.4. Renewal. Fees for any renewals of subscription-based Services obtained under this Agreement will be set at Sugar's then-current pricing unless otherwise stated on the applicable Order, or as otherwise agreed to in writing by Sugar.

8.5. Overdue Charges. Overdue amounts will accrue interest at a rate of 1.0% per month, or the rate specified by law, whichever is lower. Sugar may, without limiting its rights and remedies, suspend Customer's use of Services until overdue amounts are paid in full.

8.6. Use Reporting. Customer agrees to maintain accurate records sufficient to allow Sugar to verify Customer's use of Services. Upon 30 days' written notice, Customer will provide Sugar with copies of such records. If Customer has more subscriptions than paid for, Customer agrees to pay the applicable fees for the additional subscriptions within 10 days of receipt of an invoice therefor. Upon payment, the additional subscriptions will continue through the remainder of Customer's Subscription Term.

9. Term and Termination; Suspension

9.1. Term. This Agreement is valid for the Order that this Agreement accompanies. The initial subscription term of the subscription-based Services procured by Customer hereunder continue for the Subscription Term specified in the Order. Unless otherwise stated in an Order, this Agreement and the applicable Order will automatically renew and continue to renew for a term equal in duration to the initial Subscription Term and with the subscriptions then in effect unless either party gives the other party prior written notice of at least 90 days prior to the expiration of the applicable Subscription Term.

9.2. Termination. Either party may terminate this Agreement and any then-current Order prior to the end of a Subscription Term (a) upon written notice if the other materially breaches its obligations hereunder and, where such breach is curable, such breach remains uncured for 30 days following written notice of the breach, or (b) immediately, without written notice, if the other becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

9.3. Suspension for Delinquent Account. Sugar reserves the right to suspend Customer's access and/or use of Services if any payment is due and unpaid but only after Sugar has provided Customer two delinquency notices, and at least 30 days have passed since the transmission of the first notice. Customer agrees Sugar will not be liable to Customer or any other third party for any suspension pursuant this Section.

9.4. Suspension for Ongoing Harm. Sugar may suspend Customer's or Subscription Users' access to or use of Services if Sugar believes (a) there is a significant threat to the functionality, security, integrity, or availability of Services or any Content, data, or applications in Services, (b) Customer or Subscription Users are accessing or using Services to commit an illegal act, or (c) Customer or Subscription Users are using Services in violation of Section 2. When reasonably practicable and lawfully permitted, Sugar will provide Customer with advance notice of any suspension. Sugar will use reasonable efforts to re-establish Services promptly after Sugar determines the issue causing the suspension has been resolved. During any suspension period, Sugar will make Customer Data hosted by Sugar via SugarCloud or otherwise available to Customer. Any suspension under this Section will not excuse Customer from its obligation to make payments due hereunder. Customer agrees Sugar will not be liable to Customer or any other third party for any suspension pursuant this Section.

9.5. Effect of Termination. Except as expressly set forth in this Agreement, no refunds of payments will be made to Customer in the event of termination, unless termination of this Agreement is a result of a material and uncured breach by Sugar pursuant to Section 9.2, in which case Customer will be entitled to a refund of the pro-rated portion of fees associated with such breach from the date of termination to the end of the Subscription Term. If this Agreement is terminated by Sugar pursuant to Section 9.2, Customer will pay any unpaid fees covering the remainder of the applicable Subscription Term(s). Upon expiration or termination of this Agreement, the rights granted to Customer hereunder and in any then-current Orders will be immediately revoked and Sugar may immediately deactivate Customer's account. In no event will any termination relieve Customer of its obligation to pay any fees payable to Sugar for any period prior to the effective date of termination. If Sugar hosts Customer Data as part of SugarCloud or otherwise, Sugar will make Customer Data available to Customer upon Customer's written request received within 120 days following termination or expiration of the Subscription Term. Sugar will delete or destroy all copies of Customer Data following such 120-day period, except as otherwise required by law.

9.6. Surviving Provisions. Sections 6, 8, 9, 10, 11.4, 12, 13, 14, and 15 will survive the termination or expiration of this Agreement.

10. Confidentiality

10.1. Confidential Information. “**Confidential Information**” means all private, proprietary, or otherwise confidential information disclosed by a party (“**Discloser**”) to the other party (“**Recipient**”) that should reasonably have been understood by Recipient, because of legends or other markings, or the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to Discloser or to a third party. Confidential Information does not include information: (a) already known to the Recipient through no wrongful act of Recipient or its agents or the party that disclosed it to Recipient, (b) already in the public domain through no wrongful act of the Recipient or its agents, or (c) that is independently developed by Recipient without reference to any Confidential Information disclosed hereunder.

10.2. Ownership. Confidential Information disclosed under this Agreement is and will remain Discloser’s sole property. Recipient will not disclose Discloser’s Confidential Information other than in accordance with this Agreement and will use the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case, using no less than a reasonable degree of care.

10.3. Representatives. Recipient may allow access to Confidential Information received hereunder to its Affiliates and their respective directors, officers, employees, consultants, contractors, and agents (“**Representatives**”) who have a need to know, for the purpose of this Agreement, and who are directed to protect the received Confidential Information from unauthorized use and disclosure. Recipient will (a) take appropriate actions by instruction, agreement or otherwise, with their respective Representatives who are permitted access to Discloser’s Confidential Information or any part thereof in accordance with this Agreement, to inform them of this Agreement and to direct them to comply with the terms expressed herein; (b) not disclose to any person or entity other than their respective Representatives who are permitted access to Discloser’s Confidential Information or any part thereof in accordance with this Agreement, any derivative work product or papers produced by Recipient containing Confidential Information, without the prior written consent of the Discloser; and (c) be responsible for disclosure by any of its Representatives not in accordance with the terms of this Agreement as if such disclosure had been by Recipient itself.

10.4. Disclosure. Recipient will promptly notify Discloser in writing of any disclosure of Confidential Information in violation of this Agreement, and of any subpoena, demand, court order, or other legal demand requiring disclosure of Confidential Information in sufficient time for Discloser to seek to prevent such disclosure.

11. Warranties and Disclaimer

11.1. Mutual Warranty. Each party represents it has validly entered into this Agreement and has the power and authority to do so.

11.2. Sugar Warranties.

11.2.1. Application Services. Sugar warrants (a) SugarCloud deployed Application Services will substantially conform to the applicable Documentation during the Subscription Term and will be furnished using commercially reasonable care and skill in all material respects, and (b) On-Site deployed Application Services will substantially conform to the applicable Documentation for a period 180 days following the date first delivered via media or otherwise. Customer’s sole and exclusive remedy and Sugar’s entire liability for breach of the foregoing warranties will be for Sugar to use commercially reasonable efforts to correct such nonconformance. If Sugar cannot correct nonconformance within 90 days following the date Customer notified Sugar of nonconformity, Customer may terminate its subscription for the nonconforming Application Services upon written notice to Sugar within 30 days following expiration of the 90-day period. In the event of termination, Sugar will refund to Customer any then prepaid fees for the nonconforming Application Services for the period following the effective date of termination.

11.2.2. Non-Application Services. Sugar warrants (a) Professional Services, Sugar Care Services, and Support Services performed by Sugar hereunder will be performed in a professional manner consistent with industry standards, and (b) for 30 days following delivery of Professional Services, Sugar Care Services or Support Services, any Deliverable furnished thereunder will substantially conform with the applicable specifications for that Deliverable. Customer’s sole and exclusive remedy and Sugar’s entire liability for breach of the foregoing warranties will be for Sugar to use commercially reasonable efforts to re-perform any such nonconforming Services and/or to repair or replace any such nonconforming Deliverables in conformity with the foregoing warranties.

11.3. Requirements and Exclusions. To exercise its rights under this Section 11, Customer must promptly notify Sugar of any warranty nonconformity upon becoming aware of it and within any applicable warranty period and furnish Sugar with a precise description of the problem and all relevant information reasonably necessary for Sugar to rectify the nonconformity. Sugar does not warrant (a) Services will be performed error-free or uninterrupted, (b) Sugar will correct all Services errors, or Services will meet Customer’s requirements or expectations, or (c) Sugar Care Services will resolve or remedy technical issues or challenges Customer may encounter. Sugar is not responsible for nonconforming Services resulting from any of the following: (i) Customer Data, (ii) modification to Services made other than by or at the direction of Sugar, (iii) Third-Party Applications, Content or hardware or with applications not furnished by Sugar, (iv) failure by Customer to use Services in accordance with the Documentation, or (v) Customer’s breach of this Agreement. Further, except as set forth in the Product Specific Terms, Customer acknowledges all Content and Third-Party Applications furnished by Sugar are provided “as is” without any warranty of any kind and Customer assumes all responsibility and risk for its use of Content and Third-Party Applications.

11.4. DISCLAIMER. TO THE EXTENT NOT PROHIBITED BY LAW, ALL WARRANTIES MADE BY SUGAR ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. Indemnification

12.1. Indemnification by Sugar.

12.1.1. Indemnification. Sugar will defend Customer against third party claims Services infringe a third party’s patent, trademark, or copyright, and Sugar will, so long as Customer is not in breach of the Agreement, indemnify Customer against damages and costs

(including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction, or paid in a settlement of the claim approved in writing by Sugar. Sugar will have no obligation to defend or indemnify Customer for claims or allegations that arise from or relate to Customer's (a) modification of Services, or use or combination of Services with software, services, hardware, data, or processes not provided by Sugar, if Services would not infringe but for such use, combination, or modification, unless the same was made or done pursuant to Sugar's specific written instruction, (b) Customer's continued use of Services after being notified by Sugar it has taken one or more of the measures set forth in the preceding clause, (c) Customer's use other than in accordance with the Documentation or the terms of this Agreement or in violation of Section 2.2, (d) use of a version no longer supported by Sugar, (e) Customer Data, or any other data or materials provided by Customer or its Subscription Users, or (f) use of Third-Party Applications or Content.

12.1.2. Exclusive Remedy. If Sugar believes, or it has been legally determined Services or any part thereof may or do violate third-party intellectual property rights, Sugar may, in its sole discretion: (a) procure the right for Customer to continue using such Services or any applicable part thereof, or (b) modify or replace such Services or the subject part thereof with a non-infringing version (or part thereof). If Sugar determines in its sole discretion clauses (a) or (b) are not commercially feasible, Sugar will have the right to terminate this Agreement upon written notice solely with respect to the infringing Services; in the case of such a termination, Sugar will refund to Customer the pro-rated unused portion of any pre-paid Services fees for the infringing Services. This paragraph states Sugar's entire liability for any actual or alleged infringement of third-party intellectual property rights and Customer's sole and exclusive remedy in relation thereto.

12.2. Indemnification by Customer. Customer will defend Sugar against claims or proceedings alleging Customer Data or Sugar's transmission or hosting thereof infringes or violates the rights of a third party or violates Data Protection Laws, and Customer will indemnify Sugar against damages and costs (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction or in a settlement of the claim approved in writing by Customer.

12.3. Conditions. Neither party will be required to defend or indemnify the other unless the party seeking a defense or indemnification ("Requestor") (a) promptly notifies the other party of the claim being served on Requestor, (b) gives sole control of the defense and settlement of the claim to the other party, and (c) provides all information and assistance reasonably requested by the other party in defending or settling such claim at Requestor's expense.

13. Limitation of Liability

13.1. Limitation on All Damages; Exclusions. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN AGGREGATE THE TOTAL AMOUNT PAID BY CUSTOMER IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. HOWEVER, THE FOREGOING LIMITATION DOES NOT APPLY TO: (A) A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, (B) BREACH OF SECTION 2, OR (C) CUSTOMER'S OBLIGATION TO PAY FEES HEREUNDER.

13.2. Disclaimer of Certain Damages. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS OR LOST REVENUE OR FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

13.3. Scope of Limitations on Liability. THE LIMITATIONS SET FORTH IN THIS SECTION 13 WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH CLAIMS ARE BROUGHT.

14. General

14.1. Publicity. Customer agrees Sugar may use Customer's name and logo in Sugar's customer lists and promotional materials.

14.2. Export Compliance. Services are subject to certain export control laws and regulations, including those of the United States Government. As may be reasonably necessary for Sugar to comply with such laws, Customer agrees to cooperate with Sugar's attempts to secure any legally required export licenses and authorizations. Customer agrees to make Customer records available to Sugar upon reasonable request to permit Sugar to confirm Customer's compliance with its obligations as set forth in this Section. Customer will not permit anyone to use Services who is in any U.S. embargoed country or region or who is on a U.S. government sanctioned or denied party list. Customer represents and warrants it is not named on any U.S. government sanctioned or denied party list.

14.3. US Government Rights. Each of the software components that constitute Services and Documentation were fully developed at private expense and is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the U.S. Government or any contractor therefor, Customer receives only those rights with respect to Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other U.S. Government customers and their contractors. All other uses are prohibited, and no ownership rights are conferred.

14.4. Assignment. This Agreement will inure to benefit and bind the parties hereto, their successors and assigns; provided neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, except in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the party's assets. In the case of an assignment permitted under this Section, the assigning party agrees to notify the other party hereto in writing and to ensure the assignee agrees in writing to the terms of this Agreement.

14.5. Relationship of the parties; Third Party Rights. The parties hereto are independent entities. Nothing in this Agreement or any attachment hereto creates or will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Customer acknowledges that Sugar's third-party suppliers are intended third-party beneficiaries to the

Agreement and may benefit from and enforce the terms of the Agreement respecting their Third-Party Applications. This Agreement is not otherwise made for the benefit of any third parties.

14.6. **Disputes; Arbitration.** Except as set forth below, disputes between the parties will be finally resolved by binding arbitration.

14.6.1. **Arbitration in the United States.** The parties agree arbitration will be administered under the auspices of the American Arbitration Association or JAMS in Santa Clara County, California USA except as set forth in Section 14.6.2.

14.6.2. **Arbitration outside the United States.** If Customer is domiciled outside the United States, arbitration will be administered by the International Court of Arbitration of the International Chamber of Commerce in accordance with the ICC Rules via arbitration in the following locations:

<i>If Customer is domiciled in the following region:</i>	<i>Arbitration will be conducted in:</i>
United Kingdom and Middle East	London, UK
Europe (excluding the United Kingdom)	Munich, Germany
Asia	Singapore
Australia / New Zealand	Sydney, Australia
Canada	Ontario, Canada
All Other Regions	Santa Clara County, California, USA

14.6.3. **Additional Arbitration Terms.** To the extent permitted by law: (a) arbitration will be conducted by a single arbitrator and in the English language; (b) each party to the arbitration will pay its own costs and expenses (including attorney's fees) in connection with the arbitration; (c) the arbitrator's fees and the administrative expenses of the arbitration will be paid equally by the parties thereto; (d) the arbitrator will not have the power to award punitive damages; and (e) the prevailing party will be entitled to an award of its reasonable attorneys' fees and costs associated with the arbitration. An arbitration award will be enforceable in a court of competent jurisdiction over the parties.

14.6.4. **Exceptions.** Notwithstanding the foregoing, any (a) request by a party for injunctive relief will be brought before a court of competent jurisdiction and not through arbitration, nor will an arbitrator have the authority to issue injunctive relief, (b) legal actions commenced as debt recovery purposes for amounts due hereunder, or actions for infringement or violation of a party's intellectual property rights, and (c) claim of breach of Section 10 hereof will be separately brought before and decided by a court of competent jurisdiction.

14.7. **Choice of Law; Jury Trial Waiver.** Except as otherwise set forth in the table below, this Agreement will be governed by and construed in accordance with the laws of the State of California, USA, excluding its conflicts of law provisions. The parties agree the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The parties hereby voluntarily waive a trial by jury.

<i>If Customer is domiciled in the following region:</i>	<i>This Agreement will be governed by the laws of:</i>
United Kingdom and Middle East	England and Wales
Europe (excluding the United Kingdom)	Switzerland
Asia	Singapore
Australia / New Zealand	New South Wales, Australia
Canada	Ontario, Canada
All Other Regions	California, USA

14.8. **Notices.** Notices regarding this Agreement will be in writing and addressed to Customer at the email address or mailing address it provides, or, in the case of Sugar, to legal@sugarcrm.com. Any non-renewal notice by Customer under Section 9.1 must be directed to order-desk@sugarcrm.com.

14.9. **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform hereunder (excluding payment obligations which may be delayed but not excused) due to circumstances beyond such party's reasonable control, including acts of God, acts of government, pandemic, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such party's employees), service disruptions involving hardware, software or power systems not within such party's reasonable control, and denial of service attacks.

14.10. **Entire Agreement.** This Agreement represents the entire agreement of the parties concerning the subject matter thereof and is intended to be the final expression of the parties' agreement and intent. This Agreement supersedes all prior and contemporaneous agreements, proposals, requests for proposals (RFP's) or responses thereto, and representations, whether written or oral. The parties agree any terms or conditions stated or referenced in or on a document or documents other than this Agreement that contradict this Agreement are null and void. No amendment or waiver of any provision of the Agreement will be effective unless in writing and signed by both parties.

14.11. **Severability; Construing.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions will remain in effect. The parties expressly agree this Agreement will not be construed against either party as the drafter.

14.12. **Analysis.** Sugar may collect, use, process, store, and analyze diagnostic and usage related content from computers, mobile phones or other devices that Subscription Users use to access Services to create and/or compile anonymized and aggregated statistics about Services and how customers use them. Diagnostic and usage related content may include, but is not limited to, log-in information, IP addresses, internet service, location, type of browser, modules and features that are used and/or accessed, and licensing, system, and service performance data.

15. Certain Definitions

15.1. **“Agreement”** means this Master Subscription Agreement, inclusive of the applicable Product Specific Terms, Order(s) referencing this Master Subscription Agreement, the Data Processing Addendum (where applicable), and any other Sugar terms and conditions incorporated by reference in this Master Subscription Agreement or the aforementioned materials.

15.2. **“API”** means an application programming interface provided by Sugar or a third party that provides for interoperability with Application Services.

15.3. **“Application Services”** means the Sugar business application suite(s) (and any optional modules) specified in an Order. Application Services include any Product Releases applied thereto, but exclude Support Services, Professional Services, and Sugar Care Services.

15.4. **“CCPA”** means the California Consumer Privacy Act of 2018, its associated regulations and their successors, as may be amended from time to time.

15.5. **“Content”** means content, data, and information licensed to Sugar from third parties and made available to Customer.

15.6. **“Critical Control Software”** means software with functionality that reports the number of authorized Subscription Users or otherwise provides Sugar (and its authorized reseller or other partners, where applicable) with the ability to monitor certain usage of Services.

15.7. **“Customer Data”** means data (including any Personal Data) that Customer or its Subscription Users upload into Services.

15.8. **“Data Processing Addendum”** means the Data Processing Addendum available at: <https://www.sugarcrm.com/legal/agreements/customers/>.

15.9. **“Data Protection Laws”** means all applicable laws and regulations governing data protection applicable to the processing of Personal Data, including, where applicable GDPR, CCPA, and laws and regulations of the United States, Australia, Singapore, the European Union, the European Economic Area and their member states, Switzerland, and the United Kingdom.

15.10. **“Deliverables”** means any work product produced by or with Sugar including works created for or in cooperation with Customer pursuant to a SOW to assist Customer with the implementation, installation, configuration, optimization, customization, or facilitation of Application Services into or for Customer’s unique environment, instance, or workflow. “Deliverable” does not mean Application Services as delivered or in modified form.

15.11. **“Documentation”** means Sugar’s standard online help materials, user documentation and guides, and policies available at <https://support.sugarcrm.com/Resources/>, as updated from time to time.

15.12. **“GDPR”** means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

15.13. **“Managed Storage Space Policy”** The maximum managed storage space, including any replication(s) of Customer’s environment (i.e., sandbox), is determined based on the SugarCloud subscription purchased by Customer as set forth at https://support.sugarcrm.com/Resources/Sugar_Cloud_Disk_Space_Limits/, as updated from time to time. If Customer’s managed storage use exceeds the applicable managed storage space limits, Customer will be invoiced for the then-current managed storage fees for the excess use.

15.14. **“Order”** means Sugar’s standard order documentation used to purchase Services, including via Sugar’s e-store website (i.e., order confirmation sent by Sugar). An Order also includes a SOW.

15.15. **“Personal Data”** means any information relating to (a) an identified or identifiable natural person, and (b) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws), where for each (a) or (b), such data is Customer Data or has been provided to Sugar to provide Services.

15.16. **“Professional Services”** means the general consulting, implementation and/or training services to be provided to Customer by Sugar pursuant to the terms hereof and an SOW or other Order.

15.17. **“Statement of Work”** or **“SOW”** means a statement of work or other ordering document between Sugar and Customer that describes Professional Services or Sugar Care Services to be furnished by Sugar.

15.18. **“Subscription Term”** means the length of time Customer may access the applicable Services as set forth in an Order.

15.19. **“Subscription User”** means Customer’s individual employee, contractor or agent Customer has authorized to use Services and who has been given a user identification and password following Customer payment of Services fees.

15.20. **“Sugar Care Services”** means technical advisory services such as implementation and integration assistance, troubleshooting, and best practices guidance provided to Customer by Sugar pursuant to the terms hereof and an SOW or other Order.

15.21. **“Support Services”** means support for the Application Services specified at <https://support.sugarcrm.com/>.

15.22. **“Tax”** or **“Taxes”** means any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including VAT (subject to reverse charge), GST (subject to reverse charge), excise, sales, use or withholding taxes.

15.23. **“Third-Party Applications”** means applications, software, modules, APIs, or add-ons developed by third parties.