

SALESLOFT, INC.

API LICENSE AGREEMENT

BY DOWNLOADING, INSTALLING, ACCESSING OR USING THE SALESLOFT APIS, OR ANY MATERIALS RELATED THERETO, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND REPRESENT AND WARRANT TO SALESLOFT THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT. YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OF AGE AND THAT YOU HAVE FULL LEGAL AUTHORITY TO BIND TO THIS AGREEMENT THE LEGAL ENTITY THAT IS LICENSING THE SALESLOFT APIS. FOR THE AVOIDANCE OF DOUBT, ALL OTHER REFERENCES TO “YOU,” “YOUR,” OR OTHER DERIVATIVES ARE INTENDED TO REFERENCE SUCH LEGAL ENTITY.

THE TERMS OF THIS AGREEMENT MAY BE AMENDED, SUPPLEMENTED OR MODIFIED AT ANY TIME BY SALESLOFT, IN ITS SOLE DISCRETION, EFFECTIVE UPON POSTING THE REVISED VERSION OF THIS AGREEMENT ON THE SALESLOFT WEBSITE LOCATED AT [API LICENSE AGREEMENT](#). If any future changes to this Agreement are unacceptable to you, you may terminate this Agreement by ceasing your access to and use of the Salesloft APIs. Your continued access to or use of the Salesloft APIs following changes to this Agreement, as described in this paragraph, shall conclusively demonstrate your acceptance of such changes.

**1. Registration.** License of the Salesloft APIs (as defined below) requires your advanced registration and the establishment of a developer account (the “Account”). You agree that you must register and establish the Account with Salesloft prior to the license or use of the Salesloft APIs. Otherwise, you will not be able to license the Salesloft APIs. You agree to keep your registration and Account information accurate and complete and promptly update your registration and Account data with Salesloft as necessary to keep it accurate, current and complete. **[Salesloft may provide you with Account and product validation number(s), if any, and issue you a confidential site (Internet protocol) address and passwords.]** Only you and your authorized employees or agents may access the Salesloft APIs, and such use is subject to the terms of this Agreement. Enabling others to use your login credentials, product number(s), validation number(s), or passwords, is strictly prohibited. You shall remain responsible for the acts and omissions of your employees and agents.

**2. Salesloft’s Sales Engagement Platform and Salesloft APIs.** Salesloft has developed a proprietary sales engagement platform, consisting of software programs and web-based services, that provide customer with a centralized platform to execute all of their digital selling tasks, communicate with buyers, understand what to do next, and get the coaching and insights they need to win more deals (the “Sales Engagement Platform”). Salesloft integrates the Sales Engagement Platform with third-party technology partners like you that want to serve our mutual customers by building Applications (as defined below) with integrated workflows to the Sales Engagement Platform. To enable the integration, Salesloft makes available (a) its machine accessible application programming interfaces, including all associated tools, elements, components and executables therein; (b) sample code that enables interactions with the Sales Engagement Platform; and (c) documentation related to the foregoing (the “Salesloft APIs”). In the event of any conflict between the documentation and this Agreement, this Agreement shall supersede and govern over your use of the Salesloft APIs. “Application” means any software, application, website, tool, service, or product you create or offer using the Salesloft APIs.

**3. License.**

**3.1 Authorization and License.** Subject to your compliance with this Agreement, Salesloft grants you a limited, non-exclusive, non-assignable, non-transferable, revocable license to (a) integrate the Salesloft APIs into the Application; (b) develop, test, and support your Application, **[and (c) allow customers of the Sales Engagement Platform to use your integration of the Salesloft APIs within your Application]**. You may use the Salesloft APIs only as expressly permitted in this Agreement. Neither this Agreement nor the availability of any information, data or other content in the Salesloft APIs shall be construed to grant you a license to any other copyrighted material owned by Salesloft or any Salesloft trademark, service mark, logo, trade name, trade dress, or slogan.

**3.2 Internal Use Only.** Your Application may be used only for internal business purposes, and you agree not to share, sell, transfer, outsource, resell, rent, lease, lend, or otherwise provide access to your Application or the Salesloft APIs to anyone who is not both: (a) your employee or agent; and (b) contractually-bound in writing to the use and confidentiality

restrictions provided in this Agreement. For the avoidance of doubt, if you would like to use your Application for external business purposes, including, but not limited to publication on Salesloft's website(s), you must enter into a separate agreement with Salesloft expressly permitting such usage (provided that Salesloft may decline proceeding with such an agreement at its sole and exclusive discretion) and such usage may be subject to additional requirements, limitations, and/or restrictions.

3.3 Limitations of Use. Salesloft has the right to limit or suspend your use of or access to the Salesloft APIs in its sole discretion and without prior notice or liability to you. Limitations may include technical limitations, such as rate limits, or limits on your access to some or all of the Salesloft APIs. You agree to such limitations and will not attempt to circumvent them.

3.4 Your Responsibilities. You acknowledge and agree that you are solely responsible for the content, development, operation, support, and maintenance of your Application, as well as all activity related to your use of the Salesloft APIs. Accordingly, you represent and warrant that your use of the Salesloft APIs and your Application will not infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or otherwise result in the violation of any applicable laws or regulations.

3.5 Modifications and Updates. Salesloft regularly updates and adds features to the Salesloft APIs and may also remove or modify features. Salesloft generally explains how to use new or modified features in the associated documentation and in communications about the Salesloft APIs. You acknowledge and agree that Salesloft may modify, amend, change, or deprecate all or part of the Salesloft APIs at any time in its sole discretion and without prior notice. Salesloft shall use commercially reasonable efforts to provide notice to you of any such actions. You are responsible for monitoring updates to the Salesloft APIs and must promptly and without undue delay develop, update, or modify your Application at your sole cost and expense to ensure it remains compatible and functions with the current version of the Salesloft APIs. You acknowledge and agree that the failure to make such changes or modifications may result in your Application failing to work or operate as designed and may result in the suspension of your access to the Salesloft APIs or termination of the API Terms.

3.7 Prohibited Uses. You may not use the Salesloft APIs, or any information, data or content accessed or obtained using the Salesloft APIs, or your Application:

- (a) For any purpose other than as expressly permitted in this Agreement;
- (b) To create, design, develop, enhance, produce, sell, license, promote, market, or distribute any material, software, or content that is intended for any use other than use with the Sales Engagement Platform;
- (c) To recreate the features or functionality of the Sales Engagement Platform;
- (d) create or distribute any derivative work (as defined in 17 U.S.C. § 101) of the Salesloft APIs except as expressly permitted herein;
- (e) In a way that is obscene, pornographic, vulgar or offensive, or that promotes illegal or harmful activities or substances;
- (f) In a way that disparages, or in a way that is reasonably likely to allow others to disparage, Salesloft or its customers;
- (g) In a way that is deceptive, fraudulent, false, or misleading;
- (h) In a way that violates applicable laws or regulations, including: (i) illegal activities, such as child pornography, gambling, piracy, violating copyright, trademark or other intellectual property laws; (ii) intending to exploit minors in any way; (iii) accessing or authorizing anyone to access the Salesloft APIs or Sales Engagement Platform from an embargoed country as prohibited by the U.S. government; and (iv) violating applicable laws and/or regulations pertaining to privacy, information security, or data protection (collectively, "Privacy Laws");

- (i) In any environment or context requiring fail-safe performance (e.g., emergency medical care, hazardous activities) or in which the failure of your Application, the access to or use of Salesloft APIs, or Sales Engagement Platform could lead to death, personal injury, or property or environmental damage;
- (j) To monitor the availability, performance, or functionality of the Sales Engagement Platform, or for any similar performance testing, benchmarking, or competitive purposes;
- (k) In a way that could limit, impair, harm, or damage Salesloft, the Salesloft APIs, the Sales Engagement Platform, or anyone's use of the Salesloft APIs or the Sales Engagement Platform;
- (l) To disrupt, interfere with, or attempt to gain unauthorized access to services, servers, devices, or networks that connect to or which can be accessed via the Salesloft APIs;
- (m) To migrate customers of your Application away from the Sales Engagement Platform;
- (n) To scrape, build databases, or otherwise create copies of any data accessed or obtained using the Salesloft APIs by your Application;
- (o) To request from the Salesloft APIs more than the minimum amount of data, or more than the minimum permissions to the types of data, that your Application needs for customers to use the intended functionality of your Application;
- (p) To harvest, collect, use, or gather content and data collected from the Salesloft APIs or otherwise collected through or used by your Application, including information about customers or others with whom they interact through the Sales Engagement Platform (collectively, the "Application Data") without customer authorization;
- (q) To use an unreasonable amount of bandwidth, or adversely impact the Salesloft APIs, the Sales Engagement Platform, or the behavior of other applications using the Salesloft APIs;
- (r) To identify, exploit, or publicly disclose any potential security vulnerabilities;
- (s) To request, use, or make available any data obtained using the Salesloft APIs outside any permissions expressly granted by customers in connection with using your Application;
- (t) To reverse engineer, decompile, disassemble, or derive source code, underlying ideas, algorithms, structure, or organizational form of the Salesloft APIs, or the Sales Engagement Platform;
- (u) To introduce, or in a way that could introduce, any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature;
- (v) To rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available to any third party the Salesloft APIs, except as integrated within your Application;
- (w) To make your Application available for use in a manner that circumvents the need for customers to obtain a valid subscription or license to the Sales Engagement Platform;
- (x) To use or transfer any data accessed or obtained using the Salesloft APIs, including any data aggregated, anonymized or derived from that data, for advertising or marketing purposes including targeting or serving ads;
- (y) To falsify or alter any unique referral identifier in, or assigned to an application, or otherwise obscure or alter the source of queries coming from an application to hide a violation of this Agreement; or
- (z) In a way that could create, in Salesloft's sole discretion and judgment, an unreasonable privacy or information security risk to customers or others.

4. **Fees.** Salesloft currently provides the Salesloft API at no charge to you. Salesloft reserves the right to charge fees for use of or access to all or part of the Salesloft APIs. Any fees must be agreed to in writing by you and Salesloft.

5. **Support.**

5.1 **Support.** You are solely responsible for the development and maintenance of your Application and providing support for your Application.

5.2 **Availability.** Subject to this Agreement, Salesloft shall use commercially reasonable efforts to ensure the availability of the Salesloft APIs. Any advice, consultation, or services that Salesloft provides you in connection with the Salesloft APIs is provided “AS IS” and without warranties or guarantees of any kind. Notwithstanding the foregoing, Salesloft is not obligated to provide any support to you for the Salesloft APIs or your Application, and Salesloft does not guarantee any uptime, availability, performance, or integrity of the Salesloft APIs. Salesloft shall not be liable to you for the unavailability of the Salesloft APIs or the failure of the Salesloft APIs to perform in accordance with its specifications. Salesloft is not required to provide any prior notice to you or your customers of planned or unplanned downtime or maintenance of the Salesloft APIs.

6. **Ownership and Intellectual Property.**

6.1 **Salesloft’s Intellectual Property.** You acknowledge and agree that: (a) the Salesloft APIs, the Sales Engagement Platform, and any other Salesloft materials or content made available through the Salesloft APIs, including all associated intellectual property rights, are the exclusive property of Salesloft or its licensors or authorizing third-parties; and (b) subject to the limited licenses provided in this Agreement, you do not have any other rights in any Salesloft intellectual property.

6.2 **Your Intellectual Property.** Subject to any licenses provided in this Agreement, Salesloft does not possess ownership or other rights in your Application(s) or associated intellectual property.

6.3 **Feedback.** By submitting ideas, suggestions, and/or proposals (“Feedback”) to Salesloft, including without limitation Feedback related to the Salesloft APIs and Sales Engagement Platform, you acknowledge and agree that: (a) your Feedback does not contain confidential or proprietary information; (b) Salesloft is under no obligation of confidentiality, express or implied, with respect to the Feedback; (c) Salesloft may already be developing a solution or solution component related to the Feedback; and (d) you grant Salesloft a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use, commercialize, and publish the Feedback for any purpose, without compensation to you.

6.4 **Salesloft Product Development.** Nothing in this Agreement shall preclude Salesloft from creating, developing, acquiring, publishing, licensing, protecting, or marketing and distributing (for itself or third parties), materials, applications, products, or services that are competitive with your Application or other products, or services provided by you, regardless of their similarity to your Application, your products or services, or products or services that you may develop in the future.

6.5 **No Affiliation.** You shall not suggest any affiliation with Salesloft, including any suggestion that Salesloft sponsors, endorses, or guarantees your Application or that you are a partner of Salesloft and shall not use any Salesloft logo to imply such affiliation without a written license thereto. You shall not make any representations, warranties, or commitments regarding the Salesloft APIs, the Sales Engagement Platform, or on behalf of Salesloft.

7. **Confidentiality.**

7.1 **Confidential Information.** You may, from time to time, gain access to Salesloft’s confidential or proprietary information. Salesloft’s confidential or proprietary information includes all information in tangible or intangible form that is labeled “confidential” (or with a similar legend) or information which a reasonable person would understand to be confidential given the nature of the information or the circumstances under which it was disclosed (“Confidential Information”). Confidential Information includes, without limitation, the Salesloft API and Sales Engagement Platform, and any nonpublic communications from Salesloft related thereto. You may use Confidential Information only as necessary in exercising your rights granted under this Agreement. You agree that you will keep the Confidential Information confidential

(exercising, at a minimum, a reasonable standard of care) and that you will not disclose any of the Confidential Information in any manner whatsoever; provided, however, that (a) you may make any disclosure of such information to which we give our prior written consent; and (b) any of such information may be disclosed to your employees and agents who need to know such information for the sole purpose of exercising your rights granted under this Agreement. The foregoing obligation of confidentiality shall continue for the term of this Agreement and for a period of five (5) years following expiration or termination of this Agreement for any reason (the “Restricted Period”). You further understand that certain Confidential Information may rise to the level of a “trade secret” under state and federal laws. You agree not to disclose to any person or entity, or use for any purpose whatsoever (except as required for performance of the Services), any Salesloft trade secrets for the longer of (i) the Restricted Period, or (ii) so long as such item of Confidential Information constitutes a trade secret under applicable law. You agree to return to Salesloft any and all such Confidential Information and trade secrets, and all copies thereof, upon the termination of this Agreement or at any other time upon the request of Salesloft.

7.2 Exceptions. The proscriptions against use, disclosure and copying set forth in Section 7.1 do not apply to information or data which: (a) is available in published print or otherwise known to the public, unless published or made known as a result of your act or omission; or (b) is lawfully obtained by you in writing from a third party who is not under and obligation of confidentiality and did not acquire such information or data, directly or indirectly, from you or Salesloft.

7.3 Disclosure Required by Law. You may disclose Confidential Information only when compelled to do so by law, but before doing so, you shall, if permitted by law: (a) promptly notify Salesloft in writing; (b) reasonably cooperate with Salesloft (at Salesloft’s sole expense) in the event Salesloft chooses to seek a protective order or other remedy to prevent or limit the disclosure of Confidential Information (a “Protective Order”); and (c) not disclose any Confidential Information until Salesloft has chosen in its sole discretion to waive compliance with this Section 7 as to such Confidential Information or has been granted or denied a Protective Order. In the event you must disclose Confidential Information after complying with this Section 7, you shall disclose such information only to the extent legally required.

## **8. Security and Privacy.**

8.1 Tokens. You shall (a) not share your keys or credentials obtained for use of the Salesloft APIs (“Tokens”), (b) keep such Tokens and all login information secure and confidential, and (c) use them as your sole means of accessing the Salesloft APIs.

8.2 Security Requirements. You represent and warrant that your Application does not contain any security vulnerabilities and has been developed to operate with the Salesloft APIs in a secure manner. Your network, operating system and the software of your servers, databases, and computer systems must be properly configured to securely operate your Application and securely, collect, use and store Application Data. You and your Application will employ reasonable technical, administrative and physical safeguards that:

(a) comply with applicable laws and regulations, including Privacy Laws;

(b) meet or exceed applicable industry standards or self-regulatory requirements;

(c) protect the confidentiality, integrity and availability of the Application Data, including Application Data that relates to any identifiable natural person and other information governed by Privacy Laws (“Personal Information”); and

(d) prevent Security Incidents.

8.3 Security Incidents. For the purposes of this Agreement, a “Security Incident” means the accidental, unlawful, or unauthorized access to, use, disclosure, alteration, loss, or destruction of (a) the Salesloft APIs; (b) the Sales Engagement Platform; (c) your Application; (d) Application Data; (e) your or your service providers’ information technology systems and facilities on which the Application depends; and/or (f) Salesloft’s services, applications or systems. In the event you become aware of or suspect a Security Incident, you will notify Salesloft about such Security Incident immediately and in no event later than 24 hours after you become aware of it. You agree to preserve evidence regarding the Security Incident, and provide us with information we request regarding the Security Incident, including an explanation of the nature and root cause of the Security Incident, the categories and approximate number of affected individuals and/or organizations, the categories and approximate quantity of affected records, the likely consequences of the Security Incident, and corrective action being taken. You agree to take such actions as Salesloft may reasonably request to respond to, investigate, and mitigate adverse effects of

any Security Incident. Before you communicate with the public (e.g., via press release, blogs, social media, bulletin boards) or any third party (that is not your agent) about a Security Incident, you will consult with Salesloft regarding, and provide Salesloft an advance copy of, such communication, provided so doing is permitted by applicable laws and regulations and does not unreasonably interfere with your investigation or remediation of the Security Incident or your compliance with your legal obligations to give notifications about the Security Incident.

8.4 Security Review, Monitoring, and Remediation. Salesloft and/or an independent third party selected by Salesloft (and acting at Salesloft's direction) may, at Salesloft's cost and discretion, perform monitoring or a security review of your Application(s) to ensure that your Application(s) complies with this Agreement and that your Application does not threaten the security, integrity, availability or performance of the Sales Engagement Platform or Salesloft's other services, software, or applications (a "Security Review"). Salesloft shall provide you with prior written notice of any Security Review. You shall provide Salesloft, at no charge, full user-level access to your Application(s) and shall cooperate with Salesloft in the Security Review and provide such information as Salesloft may reasonably request to complete the Security Review. You represent and warrant that all information you provide to Salesloft in connection with your Application is true and accurate. Except as required by applicable law, Salesloft shall keep the results of Security Review confidential. Salesloft may require, at its sole discretion and in light of your use of the Salesloft APIs, that you make adjustments or improvements to your Application's security standards or processes as a condition to using or continuing to use the Salesloft APIs. You will maintain processes to encourage reporting of, identify, and remediate any security vulnerabilities in your Application, and you will promptly notify Salesloft in writing of, and explain to Salesloft in reasonable detail, any security vulnerabilities related to your Application's connection to the Salesloft APIs promptly upon becoming aware of such vulnerabilities. Salesloft's performance of a Security Review or decision not to respond to notice of a Security Incident or security vulnerability shall not be construed as an approval, warranty, or certification of your Application or security safeguards, nor shall it limit your liability for the breach of, or waive your compliance with, any provision of the Terms. You shall treat the occurrence of, results of, and any communications in connection with a Security Review as Confidential Information. For the avoidance of doubt, you shall not use such information in any marketing or advertising of your Application.

8.5 Privacy Requirements. You shall:

(a) comply with Privacy Laws, including your obligations thereunder to notify governmental authorities and affected individuals of security breaches, and to comply with individuals' requests to exercise their rights under Privacy Laws (e.g., to access, correct, delete, make portable, object to or restrict the processing of, or opt-out of sharing of their Personal Information);

(b) ensure (and are solely responsible for ensuring) that all consents have been obtained from, and all notices (including privacy notices) have been given to, all customers and others as may be required by Privacy Laws for the operation of your Application and your collection, use, sharing, retention or other processing of Application Data;

(c) ensure any such notices and consents do not supersede, modify or conflict with this Agreement or other applicable Salesloft terms and policies;

(d) Use Personal Information solely:

(i) in accordance with such notices and consents and in accordance with your terms of use applicable to your Application;

(ii) for the purpose of providing and improving the functionality and customer experience of your Application, or for purposes expressly authorized by the customers to whom the Personal Information pertains; and,

(iii) in accordance with Privacy Laws, this Agreement, and your terms of use applicable to your Application;

(d) Not disclose Personal Information to any third party except:

(i) to a customer to whom it pertains;

(ii) to service providers that are by contract with you (1) prohibited from using Personal Information for any purpose other than on your behalf to provide a service to you; and (2) bound by data protection and security requirements that comply with Privacy Laws;

(iii) as expressly authorized by the customer to whom it pertains; or

(iv) as required by laws or regulations; and

(e) upon request by Salesloft to provide such assistance and take such actions as may be reasonably necessary for Salesloft to comply with Privacy Laws.

(f) Other Privacy Terms. Nothing in this Agreement or the activities contemplated hereby shall be construed as creating a joint controller relationship between you and Salesloft or designating you as a Salesloft processor. You acknowledge that Salesloft may collect, use and share personal data pertaining to End Users and others as described in Salesloft's [Privacy Notice](#). For the sake of clarity, Salesloft shall not be liable for, or have any responsibility in connection with, Application Data collected, used, shared, retained or otherwise processed by you or your Application and your activities with regard to Application Data are not in any way by or on behalf of Salesloft.

## **9. Term and Termination.**

9.1 Term. The term of this Agreement shall commence on the date you begin use of the Salesloft APIs, and shall continue until terminated in accordance with the provisions hereof.

9.2 Termination by Salesloft or You. Salesloft may, without prior notice or liability to you, suspend or terminate this Agreement, any rights granted herein, or your license to the Salesloft APIs, in our sole discretion, for any reason. Unless you have agreed otherwise, you may terminate this Agreement at any time by ceasing your access to and use of the Salesloft APIs.

### **9.3 Additional Causes for Termination.**

(a) Salesloft may terminate this Agreement immediately if you breach any provision of this Agreement;

(b) Salesloft may terminate this Agreement immediately if you file for bankruptcy, become insolvent, or make an assignment for the benefit of creditors, or if a trustee is set up to administer a substantial portion of your assets or business.

(c) In the event Salesloft believes, upon advice of counsel, that any element of the Salesloft API or Sales Engagement Platform, or your receipt or use thereof, violates any applicable law, rule or regulation, Salesloft may in its sole discretion suspend or terminate this Agreement, any rights granted herein, or your license to the Salesloft APIs.

9.4 Effect of Termination. Upon termination of this Agreement for any reason, all licenses granted herein immediately terminate and you shall immediately cease using the Salesloft API and Sales Engagement Platform and return all documentation to Salesloft. Upon termination of this Agreement, you shall also return to Salesloft or destroy all copies of Salesloft's Confidential Information in every form. Upon request of Salesloft, you agree to certify in writing to Salesloft that you have performed the foregoing obligations. Provisions of this Agreement that, by their terms, require performance after the termination or expiration of this Agreement will survive, such as the rights and requirements of Sections 6-8, 9.4, and 10-12.

## **10. Disclaimer; Limitation of Liability.**

10.1 DISCLAIMER. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OR GUARANTEES WITH RESPECT TO YOUR USE OF THE SALESLOFT APIS OR SALES ENGAGEMENT PLATFORM. YOU UNDERSTAND THAT USE OF THE SALESLOFT APIS AND SALES ENGAGEMENT PLATFORM IS AT YOUR OWN RISK AND THAT WE PROVIDE THE SALESLOFT APIS AND SALES ENGAGEMENT PLATFORM ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. WE DO NOT GUARANTEE THE SALESLOFT APIS OR SALES ENGAGEMENT PLATFORM WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN

PARTICULAR, THE OPERATION OF THE SALESLOFT APIS OR SALES ENGAGEMENT PLATFORM MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. WE DISCLAIM ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION, ERRORS IN FUNCTIONING, OR THAT DATA LOSS WILL NOT OCCUR.

10.2 **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) WILL SALESLOFT, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS, RESELLERS, OR SUPPLIERS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION, OR ANY OTHER LOSS INCURRED BY YOU IN CONNECTION WITH THIS AGREEMENT, YOUR USE OF THE SALESLOFT APIS, THE SALES ENGAGEMENT PLATFORM OR YOUR APPLICATION, REGARDLESS OF WHETHER SALESLOFT HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

10.3 **AGGREGATE LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SALELOFT'S AGGREGATE LIABILITY TO YOU, YOUR CUSTOMERS, OR ANY OTHER THIRD PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT, YOUR USE OF THE SALESLOFT APIS, SALES ENGAGEMENT PLATFORM OR YOUR APPLICATION SHALL IN NO EVENT EXCEED FIVE HUNDRED U.S. DOLLARS (\$500.00). ANY CLAIM BY YOU ARISING OUT OF OR RELATING TO THIS AGREEMENT, USE OF THE SALESLOFT APIS, SALES ENGAGEMENT PLATFORM, OR YOUR APPLICATION MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE EVENTS GIVING RISE TO THE CLAIM.

10.4 **Exclusions.** Some jurisdictions do not allow the exclusion of implied warranties or the limitation of liability for certain types of damages, which means that some of the above limitations may not apply to you. In these jurisdictions, Saleloft's liability will be limited to the greatest extent permitted by law.

11. **Indemnification.** You agree to indemnify, defend, and hold harmless Salesloft, its affiliates, and their respective officers, directors, employees, consultants, agents, suppliers and resellers from any and all third party (including, without limitation, your customers) claims, actions, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from or related to (a) any breach of this Agreement by you or those acting on its behalf, (b) any violation of law or regulation by your or the Application, (c) your gross negligence, recklessness, or willful misconduct, and (d) your use of the Salesloft APIs, Sales Engagement Platform, the Application or the Application Data.

## 12. **Miscellaneous.**

12.1 **Dispute Resolution: Governing Law.** The laws of the State of Georgia, USA, shall govern this Agreement, without reference to conflicts of law rules or principles. Both you and Salesloft specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement. You hereby consent and submit to the exclusive jurisdiction and venue over any action, suit or other legal proceeding that may arise out of or in connection with this Agreement, by any state or federal court located within or about Atlanta, Georgia, USA. You shall bring any action, suit or other legal proceeding to enforce, directly or indirectly, this Agreement or any right based upon it exclusively in such courts.

12.2 **Assignment.** Salesloft may assign this Agreement and any of its rights and obligations hereunder at any time. You may not transfer or assign this Agreement or any of your rights or obligations under this Agreement. Any purported transfer or assignment by you in violation of this Section is null and void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties, their successors, permitted assigns, and legal representatives.

12.3 **Injunctive Relief.** You understand and agree that in the event of a breach or threatened breach of any of the covenants or promises contained in this Agreement, Salesloft will suffer irreparable injury for which there is no adequate remedy at law and Salesloft may seek injunctive relief enjoining said breach or threatened breach. You further acknowledge, however, that Salesloft shall have the right to seek a remedy at law as well as or in lieu of equitable relief in the event of any such breach. In no event will you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Salesloft APIs or Sales Engagement Platform.



12.4 Independent Contractors. Nothing in this Agreement shall be construed to create an agency, joint venture, partnership or other form of business association between you and Salesloft. You do not have the right or authority to make any contract, representation or binding promise of any nature on behalf of Salesloft, and you shall not hold yourself out as having such right or authority.

12.5 No Waiver. The failure on either your part or Salesloft's part to exercise any right or remedy hereunder will not operate as further waiver of such right or remedy in the future or any other right or remedy.

12.6 Severability. In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision in any other circumstances, will not be affected thereby.

12.7 Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.8 Headings. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

12.9 Notices. Any notices or other communications required or permitted to be given or delivered by Salesloft under this Agreement shall be undertaken by Salesloft by any means Salesloft determines in its discretion to be reasonable including, but not limited to, sending you an email notification (in which case the notice or other communication shall be deemed to be given when it is sent) or posting the notices or other communications on Salesloft's website located at **<https://partner.salesloft.com>** (in which case the notice or other communication shall be deemed to be given when posted on Salesloft's website). Any notices or other communications required or permitted to be given or delivered by you under this Agreement shall be in writing and shall be sufficiently given if delivered personally or if delivered by overnight commercial courier or by registered or certified mail, postage prepaid, return receipt requested, to Salesloft at the following address: **1180 W. Peachtree St. NW, Suite 2400, Atlanta, GA 30309**. Any notice or other communication by you shall be deemed to be given when it is personally delivered or as of the date it is delivered by the overnight commercial courier or five (5) days after being mailed by registered or certified mail, as the case may be, as herein specified. Any change of address shall be served by notice pursuant to this Section 12.9.

12.10 Entire Agreement. This Agreement constitutes the final and entire agreement between you and Salesloft, and supersedes all prior written and oral agreements, understandings, or communications with respect to the subject matter of this Agreement.