



PerigonLive User Terms and Conditions

These PerigonLive User Terms and Conditions constitute the agreed upon terms and conditions (the “**Agreement**”) between Perigon, Inc. (“**Perigon**”) and Client (as identified in the Order Form and referred to herein as “**Client**”) for Client’s use of the Service listed on the applicable Order Form. “**Service**” means the PerigonLive Subscription, Support, Perigon Salesforce Connector for Salesforce, and Professional Services.

1. PERIGON LIVE SUBSCRIPTION

1.1 Provision of PerigonLive. PerigonLive is a hosted service permitting Client to access Perigon’s webcast tool, as such tool may be modified, enhanced, and/or updated from time to time (“**PerigonLive**”). PerigonLive is described more fully in the then-current version of any online user guides, documentation, help and training materials, technical specifications or other documentation provided by Perigon (“**Documentation**”). The scope of and fees for any Services shall be set forth in an Order or Order Form (collectively referred to herein as “**Order**”).

1.2 Trial Access. If Perigon has made available free, trial or evaluation access to PerigonLive (“**Trial Access**”), Client may use such access solely for the purpose of evaluating PerigonLive to determine whether to purchase a subscription. Client may not use Trial Access for any other purposes, including but not limited to competitive analysis, commercial, professional or for-profit purposes. Trial Access is limited to fourteen (14) days from the date Client activate Client’s Trial Access, unless otherwise specified by Perigon in the applicable Order or a separate writing from Perigon (“**Trial Period**”). Client’s Trial Access shall automatically expire at the end of the Trial Period. Notwithstanding any Trial Period, Perigon reserves the right to terminate Client’s Trial Access at any time. Upon any termination or expiration of the Trial Period, Client’s Trial Access will cease and Client will no longer have access to any Client Data used in connection with such Trial Access. Notwithstanding any other provision of this Agreement, Trial Access is provided “AS IS” without any warranty or support of any kind, express or implied. IF CLIENT SUBSEQUENTLY PURCHASE A SUBSCRIPTION TO PERIGON LIVE, CLIENT’S EVALUATION ACCESS SHALL IMMEDIATELY TERMINATE AND CLIENT EXPRESSLY AGREES THAT, UNLESS CLIENT HAS A SEPARATE SIGNED AGREEMENT GOVERNING CLIENT’S ACCESS TO AND USE OF PERIGON LIVE, THIS AGREEMENT, AND THE TERMS AND CONDITIONS HEREIN, SHALL GOVERN CLIENT’S USE OF SUCH NON-EVALUATION VERSION.

1.3 Access to PerigonLive. Perigon hereby grants Client a non-exclusive, non-transferable, non-sublicensable, worldwide right to access and use PerigonLive solely for Client’s business purposes during the applicable Trial Access or Subscription Term, subject to this Agreement and any restrictions designated on the applicable Order (“**Access Grant**”). Client will use reasonable efforts to prevent any unauthorized access to or use of PerigonLive and the Documentation, promptly notify Perigon in writing of any unauthorized access or use of which Client becomes aware, and provide all reasonable cooperation to prevent and terminate such access or use.

1.4 Authorized Users. “**Authorized Users**” or “**Users**” means those uniquely identified individuals who are authorized by Client to use and access PerigonLive. The Authorized Users will receive user IDs and passwords to access PerigonLive. These credentials are granted to individual, named persons and may not be shared. Client will ensure that all Authorized Users keep these credentials strictly confidential. Each Authorized User’s access right may be further specified on the applicable Order, and the technical capabilities available to each Authorized User will be as set forth in the Documentation. Client may allow Client’s Contractors and Affiliates to access PerigonLive as Authorized Users in accordance with this Agreement, provided Client shall remain liable for all acts and omissions of Client’s Affiliates and Contractors as if their breach were Client’s own. “**Affiliate**” means any legal entity that

directly or indirectly controls, is controlled by, or is under common control with the subject entity. **“Control”** means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. **“Contractor”** means those third parties who perform services related to this Agreement for Client, but solely to the extent they are acting on Client’s behalf.

1.5 Support. During the Subscription Term, Perigon will provide Support in accordance with the then-current PerigonLive Support Policy (**“Support Policy”**). **“Support”** means the support, assurance, new releases and related maintenance services for the Service described in the Support Policy.

1.6 Third-Party Code. PerigonLive may contain or be provided with components which are licensed from third parties (**“Third-Party Code”**), including components subject to the terms and conditions of “open source” software licenses (**“Open Source Software”**). Open Source Software may be identified in the Documentation or in a list of the Open Source Software provided to Client upon written request. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

1.7 General Restrictions. As a condition to the rights granted to Client hereunder, Client shall not (and shall not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer PerigonLive or any Third-Party Code or attempt to reconstruct or discover any source code, application programming interfaces (**“APIs”**), underlying ideas, algorithms, file formats or programming interfaces of PerigonLive or the Third-Party Code by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions, or as permitted by an applicable Open Source Software license); (b) distribute, sell, sublicense, rent, lease or use PerigonLive or any Third-Party Code (or any portion thereof); (c) remove any product identification, copyright, trademark, service mark, or other notices contained in PerigonLive or any Third-Party Code; (d) modify any part of PerigonLive or any Third-Party Code, create a derivative work of any part of PerigonLive or any Third-Party Code, or incorporate PerigonLive or any Third-Party Code into or with other software, except to the extent expressly authorized in writing by Perigon or as permitted by an applicable Open Source Software license; (e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to PerigonLive; (f) utilize any equipment, device, software, or other means designed to circumvent or remove any form of copy or other protection used by Perigon in connection with PerigonLive, or use PerigonLive together with any user credentials or other copy protection device not supplied by Perigon; (g) use PerigonLive to develop a product which is competitive with any Perigon product offerings; (h) use unauthorized user credentials or distribute or publish such credentials except as may be expressly permitted by Perigon in writing; or (i) assert, nor will Client authorize, assist or encourage any third-party to assert, against Perigon or any of its affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding Services purchased or used hereunder.



2. PERIGON SALESFORCE CONNECTOR

2.1 PerigonLive Salesforce Connector. If Client purchase the PerigonLive Connector to Salesforce (“**Salesforce Connector**”) Client are bound by the terms set forth in this Agreement, the applicable Order and applicable Salesforce terms. Salesforce.com is a Third-Party Service Provider, and Perigon makes no representations or warranties regarding the functionality or operability of, or Client’s access to Salesforce.com. “**Third-Party Service Provider**” means any person or entity that Perigon uses to deliver, maintain, or enhance PerigonLive. Client’s access to the Salesforce Connector is subject to the availability of Client’s Salesforce Organization and proper performance of Client’s obligations to Salesforce.com. “**Salesforce Organization**” means the virtual space provided to Client as an individual customer of Salesforce.com. Should Client’s access to Client’s Salesforce Organization be suspended due to non-payment of any amounts Client owe to Salesforce.com or a breach of Client’s agreement with Salesforce.com, Client’s access to the Salesforce Connector shall also be accordingly suspended or terminated. Perigon shall not be liable to Client for any refund or damages arising out of such suspension or termination. Perigon shall not be liable for performance issues or downtime of the Salesforce Connector to the extent caused by Salesforce.com or other factors outside Perigon’s control. Any unauthorized access to the Salesforce Connector or other abuse or impermissible activity in connection with the Salesforce Connector may result in immediate suspension or termination of Client’s access to the Salesforce Connector or PerigonLive pursuant to Section 8.

2.2 Client Data. Client’s use of the Salesforce Connector may result in Client directing the transmission of Client Data outside Client’s Salesforce Organization, and/or to unaffiliated third parties or third-party applications. Upon such transmission of Client Data, Perigon shall not be responsible for the privacy, security or integrity thereof. Perigon shall not be responsible or liable for the failure to store; deletion; correction; destruction; damage; or loss of any Client Data.

3. ENHANCED PERIGON SERVICES

3.1 Professional Services. At Client’s request, Perigon may provide Professional Services which may include any of the following:

(a) *Enhanced Training Services.* “**Enhanced Training Services**” consist of in-person or remote training services provided by Perigon on a standard or tailored basis as set forth on the Order.

(b) *Managed Event Services.* “**Managed Event Services**” consist of consulting services related to one or more of Client’s webcast events as set forth on the Order.

3.2 Enhanced Support Services. At Client’s request, Perigon may provide Enhanced Support Services in accordance with the then-current Support Policy. The scope of and fee for Enhanced Support Services will be specified on the applicable Order.

4. CLIENT DATA & CLIENT’S OBLIGATIONS

4.1 General Obligations. Client is solely responsible for the accuracy and content of all Client Data. “**Client Data**” means any business information or other data which Client inputs, or provides to Perigon for inputting, into PerigonLive. Client represents and warrant to Perigon that (i) Client has sufficient rights in the Client Data to authorize Perigon to process the Client Data as contemplated by this Agreement and the Documentation, (ii) the Client Data will be uploaded to or transmitted through PerigonLive in the United States, and Perigon will process the Client Data in the United States, (iii) the Client Data and its use hereunder will not violate or infringe the rights of any third party, and (iv) Client’s use of PerigonLive and all Client Data is at all times compliant with Client’s privacy policies and all applicable local, state, federal and international laws, regulations and conventions, including without

limitation those related to data privacy, international communications and the exportation of technical or personal data.

4.2 Health Information. Client will not upload to PerigonLive or publish thereon any patient, medical or other protected health information regulated by HIPAA or any similar federal or state laws, rules or regulations (“**Health Information**”). Client further acknowledges that Perigon is not a Business Associate and that PerigonLive is not HIPAA compliant. “**HIPAA**” means the Health Insurance Portability and Accountability Act, as amended and supplemented. Perigon shall have no liability for Health Information, notwithstanding anything to the contrary herein.

4.3 Payment Card Data. Client will not upload to PerigonLive or publish thereon any payment card information. Client acknowledges that PerigonLive is not compliant with the Payment Card Industry Data Security Standards.

4.4 Rights in Client Data. Client shall retain all right, title, and interest (including any and all intellectual property rights) in and to Client’s Data as published on PerigonLive. Client agrees that (i) Perigon may use Client Data to provide Services to Client; (ii) Perigon may use Client Data to conducting research and development to better the Service and compile statistical and performance information; (iii) if requested by Client or to further Perigon service offerings, Perigon may share Client Data with Third-Party Service Providers; and (iv) Perigon may use and share with third parties Client Data in anonymized and aggregated form, that is publicly available without any restriction, or as authorized by this Agreement. Perigon’s use of Client Data, in all instances, will comply with applicable laws and regulations.

4.5 Storage of Client Data. Perigon does not provide archival service. However, during the Subscription Term, Client may access and download Client Data. Perigon agrees it shall not intentionally delete any Client Data from PerigonLive prior to termination or expiration of Client’s applicable Subscription Term. Perigon has no obligation to store Client Data beyond the Subscription Term and no liability for the deletion or destruction of Client Data thereafter. Perigon reserves the right to archive and maintain in its backup files unaltered copies of Client Data. Except as otherwise set forth herein, Perigon expressly disclaims all other obligations with respect to storage of Client Data.

5. PRIVACY & SECURITY

5.1 Privacy Policy. Client’s use of any Service is subject to Perigon’s Privacy Policy.

5.2 European Union General Data Privacy Regulation (“GDPR”). The Parties acknowledge that, for the purposes of the GDPR, if applicable, Perigon is a data processor and Client is a data controller, as the terms are defined therein. Client agrees to not upload to or transmit through PerigonLive any Client Data in violation of the GDPR.

5.3 Security. Perigon has implemented commercially reasonable safeguards to secure availability, confidentiality and integrity with respect to PerigonLive and the Client Data. However, unless otherwise explicitly provided in writing between the parties, the Services are provided on an “as is” and “as available” basis. The Service may be subject to limitations, delays, and other problems inherent in the use of the internet and other electronic communications, including the inability to guarantee the security of transmissions over the internet. Perigon will not be responsible for Client’s access to the internet, for any interception or interruption of any communications through the internet, or for changes to or losses of data through the internet. Perigon reserves the right to collect usage statistics from the Service for diagnostic, operational, performance, analytics and product improvement purposes.

6. OWNERSHIP

6.1 Perigon Technology. Notwithstanding anything to the contrary contained herein, except for the limited access and use rights expressly provided with the Service, Perigon retains all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to PerigonLive, the Documentation, the Third-Party Code, any other Perigon deliverables and any and all related and underlying software (including interfaces), databases (including data models, structures, and any other non-customer specific data and statistical data), technology, reports, documentation, as well as any related process or methodology provided or used by Perigon, and with respect to each of the foregoing, any copies, modifications, improvements, derivative works, or enhancements thereto however developed or provided (including any which incorporate any of Client's ideas, Feedback or suggestions) (collectively, **"Perigon Technology"**). Client acknowledges that (i) Client is obtaining only a limited right to access and use PerigonLive on a subscription basis and that irrespective of any use of the words "purchase", "sale", " sublicense" or like terms hereunder, no ownership rights are being conveyed to Client under this Agreement or otherwise, and (ii) that nothing contained in this Agreement shall be construed to convey to Client ownership of any intellectual property rights in or to any Perigon Technology or any related methodologies or processes.

6.2 Feedback. From time to time, Client may submit comments, information, questions, data, ideas, descriptions of processes, or other information to Perigon (**"Feedback"**). Client agrees that all Feedback is and shall be given entirely voluntarily. Feedback, even if designated as confidential by Client, shall not, absent a separate written agreement, create any confidentiality obligation for or upon Perigon. Client will not give Feedback that is subject to license terms that seek to require any Perigon product, technology, service or documentation incorporating or derived from such Feedback, or any Perigon intellectual property, to be licensed or otherwise shared with any third party. Perigon may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner it sees fit without any obligation, royalty or restriction based on intellectual property rights or otherwise.

7. SUBSCRIPTION TERM, FEES & PAYMENT

7.1 Subscription Term. Each Subscription Term shall begin and end on the dates stated in the applicable Order (the **"Initial Subscription Term"**). Following expiration of the Initial Subscription Term, unless Client provides Perigon with sixty (60) days' advance written notice of Client's intent to not renew, Client's subscription will renew for successive one (1) month periods at then current rates (each, a **"Renewal Subscription Term"** and, together with the Initial Subscription Term, the **"Subscription Term"**). Perigon may revise pricing during any Renewal Subscription Term upon thirty (30) days' notice. If Client's subscription is not renewed, Client's access to PerigonLive will terminate at the end of the then-current Subscription Term.

7.2 Fees & Payment. Client shall pay all fees specified in the applicable Order (**"Fees"**). Except as otherwise provided in the Order, all Fees are quoted and payable in U.S. dollars within thirty (30) days of the invoice date or such other date specified in the Order (**"Due Date"**). Any payment not received by the Due Date may, at Perigon's discretion, accrue late charges at the annual rate of 12% from the Due Date until the date paid. Except as expressly set forth herein, payments are non-refundable once paid.

7.3 Suspension of Services. If Client's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies (including but not limited to any termination rights set forth herein), Perigon reserves the right to suspend Client's access to PerigonLive, without liability to Client, until such amounts are paid in full. Upon written notice by Perigon that Client's use of PerigonLive or other Services is having a detrimental impact on Perigon's ability to provide PerigonLive to its other clients

or otherwise negatively impacts Perigon's network, Perigon reserves the right, at its sole discretion, to suspend or limit Client's access to PerigonLive.

7.4 Taxes. Except as otherwise provided in an Order, Perigon's Fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "**Taxes**"). Client is responsible for paying all Taxes associated with Services, excluding U.S. income taxes assessed on Perigon. Unless timely provided with a valid certificate of exemption or other evidence that items are not taxable, Perigon will invoice Client for all applicable taxes. If any withholding tax is required by applicable law to be paid by Client in relation to payments due to Perigon hereunder, Client will provide Perigon with official receipts and/or certificates from the appropriate taxing authorities to establish that any applicable taxes have been paid.

8. TERM & TERMINATION

8.1 Term. This Agreement is effective as of the Effective Date and expires on the date of expiration or termination of all Subscription Term(s).

8.2 Termination for Cause. Either party may terminate this Agreement (including all related Orders) if the other party (i) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach, provided that Perigon may terminate this Agreement immediately upon any breach of Section 1.7 (General Restrictions), Section 4 (Client Data and Client's Obligations), or Section 13.13 (Export Control); (ii) ceases operation without a successor; or (iii) has an Insolvency Event. An "**Insolvency Event**" means making a general assignment for the benefit of a party's creditors; filing a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization or similar relief; or an involuntary petition in bankruptcy or other insolvency protection is filed against the applicable party.

8.3 Effect of Termination. Upon any termination or expiration of this Agreement, Client shall immediately cease any and all use of and access to PerigonLive and destroy (or, at Perigon's request, return), any Perigon Confidential Information in Client's possession. Client acknowledges that, except as exported or printed prior to termination or expiration, following termination or expiration Client shall have no further access to any Client Data input into PerigonLive and that Perigon may delete any such data. Upon termination for cause by Perigon, all current and future amounts due under all Orders will become immediately due and payable.

8.4 Survival. The following Sections shall survive any expiration or termination of this Agreement: Sections 1.7 (General Restrictions); 6 (Ownership); 7.2 (Fees & Payment); 8 (Term & Termination); 9 (Limited Warranty); 10 (Limitation of Remedies & Damages); 11 (Indemnification); 12 (Confidential Information), 13 (General Terms), and any other clauses which by their nature should survive, including those relating to governing law.

9. LIMITED WARRANTY

9.1 Limited Warranty. Perigon warrants that PerigonLive will operate in substantial conformity with the applicable Documentation. Perigon does not warrant that Client's use of PerigonLive will be uninterrupted or error-free, nor does Perigon warrant that it will review the Client Data for accuracy or that it will preserve or maintain the Client Data without loss. Perigon's sole liability (and Client's sole and exclusive remedy) for any breach of this warranty shall be, in Perigon's sole discretion and at no charge to Client, to use commercially reasonable efforts to correct the reported non-conformity. If Perigon determines such remedy to be impracticable, at Perigon's sole discretion, Perigon may terminate the applicable Subscription Term and issue Client as Client's sole remedy, a refund of: (a) the

monthly Subscription Fees specified in the applicable Order which are allocable to the thirty (30) day period prior to the date the warranty claim was made and (b) any fees Client has pre-paid for use of PerigonLive or other Services Client has not received as of the date of the warranty claim.

9.2 Exclusions. The above warranty shall not apply: (i) unless Client makes a written claim within thirty (30) days of the date on which the condition giving rise to the claim first appeared; (ii) if PerigonLive is used with hardware or software not authorized in the Documentation; (iii) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services; or (iv) to any Trial Access or other use provided on a no charge or trial basis.

9.3 Warranty Disclaimer. SECTION 9 IS A LIMITED WARRANTY AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, PERIGON LIVE AND THE THIRD-PARTY CODE ARE PROVIDED “AS IS”. NEITHER PERIGON NOR ITS LICENSORS MAKES ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. CLIENT MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES SHALL BE LIMITED AS PROVIDED HEREIN. PERIGON SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF PERIGON.

10. LIMITATION OF REMEDIES & DAMAGES

10.1 EXCEPT FOR: (1) BREACH OF SECTION 1.7 (GENERAL RESTRICTIONS), OR (2) DAMAGES ARISING OUT OF CLIENT’S OBLIGATIONS UNDER SECTION 11.2 (INDEMNIFICATION BY CLIENT), NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

10.2 EXCEPT FOR: (1) BREACH OF SECTION 1.7 (GENERAL RESTRICTIONS), OR (2) DAMAGES ARISING OUT OF CLIENT’S INDEMNITY OBLIGATIONS UNDER SECTION 11.2, EACH PARTY’S ENTIRE LIABILITY AND OBLIGATION TO THE OTHER PARTY SHALL NOT EXCEED THE FEES PAID BY CLIENT TO PERIGON UNDER THIS AGREEMENT DURING THE SIX MONTHS PRECEDING THE CLAIM.

10.3 Failure of Essential Purpose. The parties agree that the limitations specified in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11. INDEMNIFICATION

11.1 Perigon Indemnification. Perigon will defend, indemnify and hold Client harmless against any loss, damage, or costs (including reasonable attorneys’ fees) in connection with claims, demands, suits, or proceedings (“**Claims**”) made or brought against Client by a third party alleging that the use of the Services as contemplated hereunder infringes a valid copyright, trademark or U.S. patent of a third party issued as of the Effective Date; provided, however, that Client: (a) promptly provide Perigon with written notice of the Claim; (b) give Perigon the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of the Claim (provided that Perigon may not settle any Claim unless it unconditionally releases Client of all liability); and (c) provide Perigon with all reasonable

assistance. Perigon will not be required to indemnify Client in the event: PerigonLive is modified by any party other than Perigon; PerigonLive is used in combination with any other product or service not provided by Perigon or used as directed by Perigon; PerigonLive is used in any manner inconsistent with the Documentation or not otherwise contemplated hereunder; the Claim relates to any action arising as a result of Client Data or any third-party components contained within or uploaded to PerigonLive; or if Client settles or makes any admissions with respect to a Claim without Perigon's prior written consent. If Client's use of PerigonLive is enjoined or Perigon reasonably believes it will be enjoined, Perigon may, in its sole discretion, obtain for Client the right to continued use of PerigonLive or replace or modify PerigonLive so that it is no longer infringing. If, in Perigon's opinion, neither of the foregoing options is reasonably available to Perigon, then Perigon may terminate the Agreement, and Perigon's sole liability will be to refund any prepaid, but unused Subscription Fees.

Sections 9 and 10 set forth Perigon's sole liability and Client's sole and exclusive remedy with respect to any Claim related to intellectual property.

11.2 Indemnification by Client. Client will defend, indemnify, and hold Perigon harmless from any Claims made or brought by a third party: (i) based upon breach of this Agreement by Client, Client's employees or Client's Users resulting in the unauthorized disclosure of Confidential Information; (ii) alleging that the Client Data or business information infringes the rights of, or has caused harm to a third party, including without limitation any Claim based upon: alleged breach of Section 4 (Client Data & Client's Obligations); Section 5 (Privacy and Security); alleged infringement of any copyright, trademark, trade secret, or other proprietary right of a third party; Client's use of Client Data contrary to applicable law; or (iii) arising from use of Services in breach of this Agreement by Client, Client's employees or Client's Users; provided, however, that Perigon: (a) promptly provides Client with written notice of the Claim; (b) gives Client the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of the Claim (provided that Client may not settle any Claim unless it unconditionally releases Perigon of all liability); and (c) provides Client with reasonable assistance.

12. CONFIDENTIALITY

12.1 Confidential Information. Each party (as "**Receiving Party**") agrees that all code, inventions, know-how, business, technical and financial information it obtains from the other party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"). The Receiving Party shall treat all property that at the time of disclosure should be reasonably known by the Receiving Party to be confidential as Confidential Information, regardless of whether it is identified as such at the time of disclosure. Any software, pricing, documentation or technical information provided by Perigon (or its agents); performance information relating to PerigonLive; and the terms and conditions of this Agreement shall be deemed Confidential Information of Perigon without any marking or further designation. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Receiving Party who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party).

12.2 Protection of Confidential Information. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information to anyone other than its affiliates, employees and consultants ("**Representatives**") who have a need to know and who agree in writing to keep the information confidential on terms no less restrictive than those contained in this

Agreement. Both Perigon and Client will ensure that their respective Representatives comply with this Agreement and will be responsible for any unauthorized use or disclosure of Confidential Information by such Representatives.

12.3 Enforcement. The Receiving Party acknowledges that disclosure of Confidential Information could cause substantial harm for which damages alone would not be a sufficient remedy, and therefore upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

13. GENERAL

13.1 Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Perigon may assign this Agreement to any Affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Perigon's assets or voting securities. Client may not assign or transfer this Agreement, in whole or in part, without Perigon's written consent, except that Client may assign this Agreement, in whole but not in part, without Perigon's written consent in connection with any merger, consolidation, sale of all or substantially all of Client's assets, or any similar transaction provided that: (i) the assignee must not be a direct competitor of Perigon, in Perigon's sole discretion; (ii) Client provide prompt written notice of such assignment to Perigon; (iii) the assignee is capable of fully performing Client's obligations under this Agreement, and (iv) the assignee agrees to be bound by the terms and conditions of this Agreement. Any attempt to transfer or assign this Agreement without such written consent will be null and void.

13.2 Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

13.3 Governing Law; Jurisdiction and Venue. Excluding conflict of laws rules, this Agreement shall be governed by and construed under the laws of the State of Wisconsin, U.S. All disputes arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the federal courts of the United States (Western District of Wisconsin) or the courts of the State of Wisconsin (Eau Claire County), and Client consent to exclusive jurisdiction of such courts.

13.4 Perigon's Client List. Client agrees that Perigon may use Client's name, webcast event video clips, logo, and trademarks in printed, audio, and digital formats and on Perigon's websites, for the purpose of advertising and marketing Perigon, provided that no quotes or other attributions will be made to Client without Client's prior written consent. Client and Perigon may publicly refer to the other party as a client and service provider, respectively.

13.5 Non-Solicitation of Employees. Client agrees that upon execution of an Order and for a period of one (1) year thereafter (the "Nonsolicitation Period"), Client shall not, directly or indirectly, solicit, entice, or persuade any employee of Perigon to leave employment of Perigon for any reason. In the event that Client, or its affiliate, desires to hire, retain, or contract with any current Perigon employee or any former Perigon employee ("Restricted Person") during the Nonsolicitation Period, Client must first seek Perigon's consent. In the event that Perigon grants Client the right to hire, retain, or contract with a Restricted Person and the Restricted Person accepts such offer from Client, Client shall pay Perigon a placement fee of fifty percent (50%) of the annual wage the Restricted Person was paid by Perigon over the twelve (12) month period immediately prior to the Restricted Person's termination of employment with Perigon. If Client hires, retains, or contract with Restricted Person without first obtaining the consent of Perigon, Client shall pay Perigon a fee equal to one hundred percent (100%)

of the Restricted Person's annual wages paid by Perigon over the twelve (12) month period prior to the Restricted Person's termination of employment with Perigon.

13.6 Notice. Any notice or communication required or permitted under this Agreement shall be in writing or in electronic format. If to Perigon by mail, such notice shall be sent to Perigon at **4955 Bullis Farm Road, Eau Claire, WI 54701 to the attention of "Legal Department"**. If to Perigon by email, such notice or report shall be sent to: contracts@PerigonLive.com. If to Client, such notice shall be sent to the mailing or email address Client provide on the applicable Order(s). Notices sent by mail shall be deemed given: (i) upon receipt if by personal delivery or certified or registered mail (return receipt requested); or (ii) one day after sent if sent by next day delivery by a major commercial delivery service. Notices sent by email shall be effective upon transmission.

13.7 Amendments; Waivers. From time to time, Perigon may modify this Agreement. Unless otherwise specified by Perigon, changes become effective for existing subscription clients upon renewal of the then-current Subscription Term. Perigon will use reasonable efforts to notify Client of the changes through communications via our website, email, or other means. Client may be required to click to accept the modified Agreement before using PerigonLive in a renewal Subscription Term, and in any event continued use of PerigonLive during the Renewal Subscription Term will constitute Client's acceptance of the version of the Agreement in effect at the time the Renewal Subscription Term begins. Further, from time to time, Perigon may modify the Support Policy, however Perigon shall not substantially reduce the overall level of beneficial service provided to Client under the Support Policy existing as of commencement of the then-current Subscription Term, unless such reduction results from governmental regulation or requested modifications by Client or is otherwise agreed to by Client. Except as set forth in this Section 13.6, no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived.

13.8 Entire Agreement. This Agreement (including each Order, and any other mutually agreed exhibits or attachments) contains the entire agreement of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

13.9 Independent Contractors. The parties are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

13.10 Audit Rights. Perigon may monitor Client's use of PerigonLive in order to verify that PerigonLive is being used pursuant to the terms of this Agreement. Upon Perigon's written request, Client shall certify in writing that Client are using PerigonLive pursuant to the terms of this Agreement. With prior reasonable notice, Perigon may audit Client's compliance with this Agreement and Client's use of PerigonLive. If such inspections or audits disclose that Client has accessed or permitted access to PerigonLive in a manner that is not permitted under this Agreement, then Perigon may terminate this Agreement pursuant to Section 8 and Client are liable for the reasonable costs of the audit in addition to any other fees, damages and penalties Perigon may be entitled to under this Agreement and applicable law.

13.11 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to

unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by the government or other governmental agencies, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

13.12 Third-Party Beneficiaries. Perigon, its Affiliates and its licensors may be third-party beneficiaries of this Agreement. No other third party is intended to be a beneficiary of this Agreement entitled to enforce its terms directly.

13.13 Language. Regardless of any language into which this Agreement may be translated, the official, controlling and governing version of this Agreement shall be exclusively the English language version.

13.14 Export Control. Client acknowledge that PerigonLive may be subject to United States export control and economic sanctions laws, regulations and requirements and to import laws, regulations and requirements of foreign governments. Client agrees that (i) all use, exports, and imports related to this Agreement will comply with these laws and regulations and (ii) Client shall not allow any third party to export, re-export, or transfer any part of PerigonLive in violation of these laws and regulations. The foregoing obligations include but are not limited to Client or a third party exporting, transferring, or importing PerigonLive to: (a) to any country subject to export control embargo or economic sanctions implemented by any agency of the U.S. or foreign governments; (b) to any person or entity on any of the U.S. Government's Lists of Parties of Concern or applicable international specially-designated parties or economic sanctions programs; (c) to any end-user or for any known end-use related to the proliferation of nuclear, chemical or biological weapons or missiles, without first obtaining any export license or other approval that may be required by any U.S. Government agency having jurisdiction with respect to the transaction; or (d) otherwise in violation of any export or import laws, regulations or requirements of any United States or foreign agency or authority.

13.15 Conflicts. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any Order(s) entered hereunder, the terms and conditions of this Agreement will control, unless the conflicting provisions of the applicable Order expressly provide that the parties intend for such conflicting terms to be given effect notwithstanding the provisions of this Agreement.

13.16 Cumulative Remedies. Except where an exclusive remedy is specified in this Agreement, the exercise by either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

13.17 Non-Waiver. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default constitute a waiver of any subsequent breach or default or waiver of the provision itself.