Global Terms and Conditions

THESE GLOBAL TERMS AND CONDITIONS ("AGREEMENT") GOVERN YOUR USE OF ONE OR MORE JUNGO APPLICATIONS, JUNGO CONTENT, JUNGO SERVICES, OR THIRD PARTY APPLICATIONS PROVIDED TO YOU BY JUNGO, INC. ("PRODUCTS AND SERVICES"). YOUR ACCEPTANCE OF THIS AGREEMENT IS EVIDENCED BY ANY OF YOUR SIGNATURE, CLICK "ACCEPT" OR USE OF THE PRODUCTS AND SERVICES AS INDICATED IN AN APPLICABLE CONTRACT WITH JUNGO. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE PRODUCTS AND SERVICES.

You may not access the Services if You are Jungo's direct competitor, except with Jungo's prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement can be found at https://ijungo.com/Jungo-Global-Terms.pdf. In addition to Your being bound by this Agreement, You hereby agree You are bound by the Jungo Master Subscription Agreement (which can be found at https://ijungo.com/Jungo_OEM_SFDC_Terms.pdf) and the Jungo Privacy Policy (which can be found at https://ijungo.com/privacy-policy/). You hereby acknowledge Jungo may from time to time modify this Agreement, the Jungo Master Subscription Agreement and/or the Jungo Privacy Policy. Such modifications can be found at foregoing links. You hereby agree you are bound by all such modifications.

The license terms and conditions of "Third-Party Applications" (as defined below) apply to You, you are hereby bound by them and they are incorporated herein by reference including, without limitation, The Mortgage App for Salesforce, The Real Estate App for Salesforce (OEM versions) including, without limitation, a licensed subscription for the Salesforce Force.com application, BeeFree (which can be found at https://beefree.io/terms-of-use) when using the Jungo Email Editor, and Act-On (which can be found at https://act-on.com/master-services-agreement).

Your use of the Products and Services constitutes acceptance of the Salesforce terms and conditions (which can be found at https://www.salesforce.com/company/legal/agreements.jsp). Terms and conditions relating to Salesforce, Inc. SFDC products and services are to the benefit of and enforceable by Salesforce, Inc. as a third-party beneficiary.

The replacement of a User (as defined below) is subject to a User replacement fee per changed User.

The following is required for The LOS Sync App to function: For Encompass LOS: SDK Key, Encompass Admin Credentials, Encompass user credentials. For Encompass API (Bankers Edition): create an API User in client Encompass Instance. For Byte LOS: Byte Company Code, Byte User No, Byte Authorization Key, Server Url. For Calyx Point: the hosting company must be ABT or Focus IT. For LendingPad: customer company approval needed to add Jungo to their LendingPad services. Salesforce has announced plans to retire its SOAP API. Accordingly, the BYTE and CalyxPoint LOS Sync integrations are expected to cease functioning upon that retirement, currently anticipated for Summer 2027. Please contact our team prior to that date to transition to a supported solution.

1. DEFINITIONS

"Affiliate" means any entity, which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Contract" means the ordering document for purchases hereunder, including addenda thereto, that are signed or electronically accepted by You and Jungo from time to time. Contracts together with this Agreement shall constitute the terms and conditions that govern Your use and access to Products and Services.

"Intellectual Property Rights" mean all copyrights (including, without limitation, the exclusive right to reproduce, distribute copies of, display and perform the copyrighted work and to prepare derivative works thereof), copyright registrations and applications, Trademark rights (including, without limitation, registrations and applications), patent rights (including, without limitation, registrations and applications), trade secrets, moral rights, author's rights, rights in packaging, goodwill, and other intellectual property rights, and all renewals, continuations (in whole or in part), extensions, and the like thereof, regardless of whether any of such rights arise under the laws of the United States or any other state, country or jurisdiction.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Purchased Products or Services" means Products or Services that You or Your Affiliates purchase or license under a Contract, as distinguished from those provided pursuant to a free trial.

"Jungo Application" means each online Web-based or installed software application and platform provided to You by Jungo as clearly identified in a Contract. Examples of Jungo Applications include, but are not limited to, The Mortgage App, The Lender App, The Marketing Platform, The Real Estate App, The Leads App, The LOS Sync App, The Wealth Management App.

"Jungo Content" means the text, media, video and other content (whether in tangible or digital form) that is provided to You by Jungo as clearly identified in a Contract Form. Jungo Content will include, for example and without limitation, Jungo libraries of marketing materials, web sites, mobile applications, mobile device content, marketing templates, customer communication

materials and similar content. Jungo Content may be provided through use of a Jungo Application, Third-Party Applications or Jungo Services.

"Jungo Services" means Jungo Services and other services provided or managed by Jungo. Examples of Jungo Services include, but are not limited to, implementation services, loan system integrations, marketing support services, user training and user setup.

"Trademarks" means trademarks, trade names, service marks, brand names, corporate names, logos, trade dress, and other words, designations, labels, symbols, designs, colors, color combinations and product configurations, whether registered or unregistered.

"Third-Party Applications" means any network, online, or Web-based applications, software products or other content that are provided by third parties and licensed to You by Jungo, regardless of whether they interoperate with any Jungo Application, Jungo Content or Jungo Services and regardless of whether they are incorporated by Jungo into a product or service that is the subject of an Order accepted by Jungo. Third-Party Applications may include, for example, applications or platforms offered by Google, Inc., applications offered through any application exchange, contact management services, mail services, loan origination software, and industry applications.

"Third Party Content" means content provided as part of Jungo Content that is sourced from one or more third parties, such as industry libraries, forms or property listing data.

"Documentation" means Jungo's Training Center (see help.ijungo.com) or other documentation provided by Jungo relating to Products and Services, whether provided in tangible form, delivered content or web link, and as updated from time to time.

"Users" means individuals who are authorized by You to use the Products or Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents; or third parties with which You transact business.

"Jungo" means Jungo, Inc.

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

2. FREE TRIALS

If any Products or Services are provided to You as part of a free trial, Jungo will make the selected Products and Services available to You free of charge until the earlier of (a) the stated expiration of the trial, (b) the effectiveness of Your purchase of such Products or Services, or (c) revocation and cancellation by Jungo. ANY DATA YOU ENTER INTO THE PRODUCTS OR SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE PRODUCTS OR SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST

UNLESS YOU PURCHASE A SUBSCRIPTION TO THE PRODUCTS OR SERVICES, OR EXPORT SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. NOTWITHSTANDING ANY WARRANTIES STATED IN THIS AGREEMENT, DURING THE DAY FREE TRIAL THE PRODUCTS OR SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND JUNGO SHALL HAVE NO LIABILITY FOR ANY DAMAGES OF ANY TYPE OR KIND IN CONNECTION WITH THE PRODUCTS OR SERVICES PROVIDED DURING THE FREE TRIAL.

3. GRANT OF RIGHTS; RESTRICTIONS

3.1 License Grant. Subject to Your payment in full for the applicable Product or Service, Jungo hereby grants You a non-exclusive, non-transferable, worldwide right to use the Jungo Applications, Jungo Content and Third-Party Applications, solely for Your own internal business purposes, subject to the terms and conditions of this Agreement and solely during the term of Your paid subscription for such Jungo Applications, Jungo Content and Third-Party Applications, as the case may be. All rights not expressly granted to You are reserved by Jungo and its licensors.

3.2 Restrictions. You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Jungo Applications, Jungo Content or Third-Party Applications, or any modifications thereof, in any way unless otherwise expressly permitted hereby; (ii) modify or make derivative works based upon the Jungo Applications, Jungo Content or Third-Party Applications unless expressly permitted by Jungo; (iii) create Internet "links" to the Jungo Applications, Jungo Content or Third-Party Applications or copy, frame or mirror any part or content of the Jungo Applications, Jungo Content or Third-Party Applications, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes for use during the term of Your license; (iv) reverse engineer the Jungo Applications, Jungo Content or Third-Party Applications; or (v) access the Jungo Applications, Jungo Content or Third-Party Applications in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Jungo Applications, Jungo Content or Third-Party Applications, or (c) copy any ideas, features, functions or graphics of the Jungo Applications, Jungo Content or Third-Party Applications. If a licensed application is provided for installation on Your device, You are allowed to install the application on an authorized device that satisfies the configuration requirements set forth by Jungo. Notwithstanding the foregoing, if Your subscription includes a license for Jungo Content for which the purpose of the use of such content to provide a product or service to Your customers, such as customer information documents, postcards or websites, Your use of the Jungo Content shall be limited to such purpose within the scope of Your subscription. You shall not be entitled to use or display Jungo Content other than as expressly permitted by the terms of Your subscription.

3.3 Users. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Products or Services.

3.4 Third Party Licenses. If You access, use, or have subscribed for use of any Third-Party Applications, Your access, use of, and subscription for the Third-Party Applications is also

subject to the terms, conditions and agreements provided to You by Jungo or such third-party licensor in connection with the Third-Party Application (the "Third-Party Application Terms") including without limitation: (a) Your rights under this Agreement are limited by any limitations in the Third-Party Application Terms, and (b) You are subject to and shall comply with the Third-Party Application Terms applicable to Jungo (other than Jungo's obligation to pay Jungo's fees to the licensor, except if provided otherwise in an Order Form) as if those Third-Party Application Terms were explicitly written therein to bind You. Such terms, conditions and agreements may be provided to You by copy or link included in the applicable Order Form.

4. PURCHASED PRODUCTS OR SERVICES

4.1 Provision of Purchased Products or Services. Jungo shall make the Purchased Products or Services available to You pursuant to this Agreement and the relevant Order Form during the subscription term specified in such Order Forms or such other time period or term specified in the Order Form. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Jungo regarding future functionality or features.

4.2 User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Products or Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the subscription term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Products or Services. You may not charge Users any fees or other compensation for use of a subscription without Jungo's express written consent. In the event You violate this restriction, Jungo shall be entitled to collect from You any and all fees and compensation You receive from Users plus interest at the rate of 1.5% per month from the time such compensation is received.

4.3 Term of Purchased User Subscriptions; Auto-renewal. User subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all User subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other confirmed notice of non-renewal at least 30 days before the end of the relevant subscription term. You must send Your notice of non-renewal to billing@ijungo.com for effective notice. Jungo will confirm receipt of the notice by return email. If You do not receive a confirmation, it means Your notice was not received. Such notice may be given by email to the email address provided by each party. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless Jungo has given You written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

5. USE OF THE PRODUCTS OR SERVICES

5.1 Jungo's Responsibilities. With respect to Jungo Applications and Jungo Content, Jungo shall: (i) provide to You basic support comprised of email or chat support and video tutorials, as well as phone support if and when available, for standard troubleshooting with respect to the Purchased Products or Services at no additional charge, and/or upgraded support if purchased separately (details of the basic support and upgraded support packages are set forth at http://www.ijungo.com), (ii) use commercially reasonable efforts to make the Jungo Products and Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which notice shall be given at least 8 hours prior to such planned downtime as posted when logging in to the Products or Services and which shall be scheduled to the extent practicable during the weekend hours from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or (b) any unavailability caused by circumstances beyond Jungo's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Jungo's employees), or Internet service provider failures or delays, and (iii) provide the Jungo Products or Services only in accordance with applicable laws and government regulations.

5.2 Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be solely responsible for the entry, deletion, correction, accuracy, quality, integrity, reliability, appropriateness, legality and intellectual property ownership or right to use all of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Products or Services, and notify Jungo promptly of any such unauthorized access or use, and (iv) use the Products or Services only in accordance with the Documentation and applicable laws and government regulations, including those related to data privacy, international communications and the transmission of technical or personal data. You shall not (a) make the Products or Services available to any third party other than Users, (b) sell, resell, rent or lease the Products or Services, (c) use the Products or Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Products or Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Products or Services or third-party data contained therein, (f) attempt to gain unauthorized access to the Products or Services or their related systems or networks, (g) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws, or (h) utilize the Product or Services or User Data in any way that misappropriates the trade secret rights or infringes the proprietary rights of any person or entity, including without limitation any employer or master of Users. In addition, You shall ensure that You and Your representatives are familiar with the parameters of subscribed use and restrictions of the Products and Services. For example, and without limitation, certain Products and Services may be offered with a limited number of revisions or editing turns. You will be responsible for fees associated with additional revisions and changes. Jungo will use commercially reasonable efforts to satisfy User requests, however, Jungo will not be responsible for responding to excessive or unreasonable requests, and abuse of Jungo representatives will not be tolerated.

You shall be respectful in Your interactions with Jungo representatives, and You shall not abuse, harass or otherwise cause unreasonable distress to Jungo's employees or support representatives. Continued abuse, harassment or disrespectful behavior following Jungo's written request (which

may be via email) to cease such behavior may result in suspension or termination of the Services, and You will be required to indemnify Jungo for any and all costs and damages incurred in connection with any workplace claims resulting from the continuation of any such disrespectful, abusive or harassing behavior. You are hereby advised that phone and video calls with with Jungo representatives may be recorded.

Please do not delete or change any customizations provided by Jungo. Jungo cannot be responsible for unauthorized changes made to any Products or Services. You shall be responsible for the loss of system customizations caused by Your edits, deletions and modifications to Jungo Products or Services or any Third-Party Applications. You shall be responsible to pay fees related to the recovery or correction or issues caused by Your edits, deletions and modifications.

5.3 Data. Jungo shall not be responsible for any destruction, damage, or loss to Your Data. Your Data shall be stored on servers owned and/or controlled by You or by providers of Third-Party Applications.

5.4 Usage Limitations. The Products or Services may be subject to other limitations, such as, for example, limits on disk storage space, on the number of calls You are permitted to make against Jungo's or a third party's application programming interface, and, for Products or Services that enable You to provide public websites, on the number of page views by visitors to those websites. Any such limitations are specified in the Documentation. The Products or Services provide real-time information to enable You to monitor Your compliance with such limitations.

6. JUNGO SERVICES.

6.1 Jungo will provide Jungo Services to You as defined in the Order Form and in any related proposal or statement of work designated for such services, which shall be deemed to be incorporated into and constitute part of the Order Form. Jungo shall provide the Jungo Services in accordance with the Order Form. Jungo will provide its own equipment, tools and other materials, unless otherwise agreed upon by the parties.

6.2 The Order Form shall define the Jungo Services and any deliverables to be provided by Jungo, and shall include relevant deadlines, fee rates and such other details as the parties deem appropriate related to the Jungo Services.

6.3 If at any time, a party requests a change to the services defined in a Contract, then Jungo will meet with You to discuss the proposed change and the parties shall attempt to agree upon an addendum to the Order Form reflecting the requested change and applicable fees, if any. The addendum shall be deemed part of such Order Form upon written authorization by You and Jungo.

6.4 You acknowledge that Your timely provision of (and Jungo's access to) relevant assistance, cooperation, and complete and accurate information and data is essential to the performance of the Jungo Services, and that Jungo shall not be liable for any deficiency in performing the Jungo Services if such deficiency results from Your failure to provide full cooperation as required hereunder. Jungo shall have the right to suspend Jungo Services during any period of non-payment or other material breach of this Agreement by You.

7. THIRD-PARTY PROVIDERS

7.1 Acquisition of Third-Party Products and Products or Services. Jungo may offer Third-Party Applications for license under Order Forms. Any other acquisition or license by You of Third-Party Applications and implementation, customization and other products or services, and any exchange of data between You and any third-party provider, is solely between You and the applicable third-party provider. Jungo does not warrant or support third-party applications, products or services, whether or not they are designated by Jungo as "certified" or otherwise, except only if specified in a Contract.

7.2 Third-Party Applications and Your Data. If You install or enable Third-Party Applications for use with the Jungo Applications or Jungo Content, You acknowledge that Jungo may allow providers of Third-Party Applications to access Your Data as required for the interoperation of such Third-Party Applications with the Jungo Applications or Jungo Content. Jungo shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Third-Party Application providers.

7.3 Third-Party Application Interoperability.

(a) Features of the Jungo Services, Jungo Applications or Jungo Content that interoperate with a Third Party Application will depend on the continuing availability of the Third-Party Application and related features. If a third party ceases to make the necessary API or program available, or if applications, products or services that are sublicensed by Jungo are not available on reasonable terms, Jungo reserves the right to cease providing such service features or interoperability and You shall not be entitled to any refund, credit, or other compensation.

(b) You shall be responsible for obtaining and maintaining all necessary licenses and rights from third parties, including login credentials and keys, for Third-Party Applications in order to enable the use of data with the Products or Services and to enable the integration and interoperation of Third-Party Application with and as part of the Products or Services, and for compliance with the terms of use required by the third party providers. In addition, You shall be responsible for ensuring that You have obtained rights for all necessary functionality required for the integration and interoperation of the Third-Party Application, and that the Third-Party Application is configured for use with the Products and Services in addition to any other applications utilized by You. For example, if the Third-Party Application is configured with defined or limited resources that are to be shared by the Products and Services and any other applications, You will ensure that sufficient resources are configured and available for the operation of the Products and Services. Errors or delays caused by insufficient resources may result in additional fees. You represent and warrant that You will have obtained all necessary rights to enable the Products or Services to interoperate with such Third-Party Applications and that You have ensured necessary resources remain available. If You utilize Third-Party Applications to process or maintain data with Your own internal systems, You shall ensure that there are no restrictions related to the use of such data with the Products or Services. Jungo will have no control over Your business systems or the availability of APIs or systems related to Third-Party Applications or over any changes to such APIs or systems. There can be no assurance that Jungo will be able to modify integrations or applications following any third party's system changes or interruption. Your obligations to pay fees associated with the Products or Services

shall not be affected by any changes to a third party API or system changes, including any unavailability of Products or Services as a result of such third party's changes or service interruption, or Your non-compliance with any third party license terms.

(c) Jungo Content may include Third Party Content. You are responsible for reviewing the contents of the Third Party Content and will be deemed to accept the content that You use. Jungo is not responsible for the accuracy of the information or data contained in such Third Party Content. Jungo makes no representations or warranties with respect to Third Party Content.

8. FEES AND PAYMENT FOR PURCHASED PRODUCTS OR SERVICES; EXPENSES

8.1 User Fees. You shall pay all fees specified in all Order Forms. Except as otherwise specified herein or in a Contract, (i) fees are quoted and payable in United States dollars (ii) fees for Jungo Applications, Jungo Content and Third-Party Applications are based on the subscribed Products and Services and fees are not based on actual usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable, and (iv) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form.

8.2 Expenses. You shall reimburse Jungo for all travel, lodging, materials costs and other third party expenses incurred by Jungo in connection with providing Services. Unless otherwise specified in written a statement of work signed by both parties, all training and on-boarding sessions will be conducted over telephone, internet or video conferences and will not require travel by Jungo representatives.

8.3 Invoicing and Payment. You will provide Jungo with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Jungo. If You provide credit card information to Jungo, You authorize Jungo to charge such credit for all Products or Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 4.3 (Term of Purchased User Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, Jungo will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for maintaining complete and accurate billing and contact information in the Products or Services. If the contact information You have provided is false or fraudulent, Jungo reserves the right to terminate Your access to the Products or Services in addition to any other legal remedies.

8.4 Overdue Charges. If any payment is not received from You by the due date, then at Jungo's discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is higher, from the date such payment was due until the date paid, and/or (b) Jungo may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 8.3 (Invoicing and Payment).

8.5 Charges 30 or More Days Overdue. If any payment owing by You under this or any other agreement for Products or Services is overdue, Jungo may, without limiting Jungo's other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend the Products or Services until such amounts are paid in full. You will continue to be charged for the Products or Services during any period of suspension. Jungo reserves the right to impose a reconnection fee in the event You are suspended and You thereafter request access to the Products or Services.

8.6 Taxes. Unless otherwise stated, the fees charged hereunder do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If Jungo has the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Jungo with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Jungo is only responsible for taxes assessable based on Jungo's income, property and employees.

9. PROPRIETARY RIGHTS

9.1 Ownership and Reservation of Rights. Subject to the limited rights expressly granted hereunder, Jungo alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Products and Services, deliverables and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You, including Users or any other party relating to the Products or Services. This Agreement is not a sale and does not convey to You any rights of ownership in or related to the Products or Services, or the Intellectual Property Rights owned by Jungo. The Jungo name, the Jungo logo, and the product names associated with the Jungo Products and Services are trademarks of Jungo, and the product names associated with Third-Party Applications are trademarks of the third party licensors, and no right or license is granted to use them. No rights are granted to You hereunder other than as expressly set forth herein.

9.2 Jungo Services Deliverables. With respect to Jungo Services deliverables, You shall have the non-exclusive right to use Jungo Intellectual Property Rights that are incorporated into any deliverable provided by Jungo to You pursuant to any Order Form, provided that such right that pertains to Jungo Applications, Jungo Content or Third-Party Application shall expire concurrently with the expiration of Your valid license for the related Jungo Application, Jungo Content or Third-Party Application that is associated with the deliverable.

9.3 Ownership of Your Data. As between Jungo and You, You exclusively own all rights, title and interest in and to all of Your Data. If Jungo reasonably believes that Your Data is subject to ownership rights of another person or entity, Jungo shall not be liable for taking reasonable steps to ascertain the true ownership of the Data or to preserve the integrity of the Data for determination of ownership by a relevant authority or adjudicator.

9.4 Federal Government End Use Provisions. Jungo provides the Products or Services, including related software and technology, for ultimate federal government end use solely in

accordance with the following: Government technical data and software rights related to the Products or Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Jungo to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

10. CONFIDENTIALITY

10.1 Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Jungo's Confidential Information shall include the pricing and other information that Jungo provides to You related to the Products or Services (and includes all computer code and other information related to Products and Services); and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

10.2 Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

10.3 Protection of Your Data. Jungo shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 10.4 (Compelled Disclosure) or as expressly permitted in writing by You, (c) access Your Data except to provide the Products or Services or prevent or address service or technical problems, or at Your request in connection with customer support matters, or (d) disclose any personal information supplied by You for any purpose other than the specific purpose of performing the services specified in this Agreement and Your Order Form or as otherwise permitted by the California Consumer Privacy Act. Jungo's disclosure of Your Data to an entity that Jungo reasonably believes is Your employer or master

and the actual owner of the Data after reasonable investigation shall not be deemed a breach of this Section 9.

10.4 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

11. WARRANTIES AND DISCLAIMERS

11.1 Jungo's Warranties.

(a) Jungo warrants that (i) the Jungo Applications shall perform materially in accordance with the Documentation, and (ii) subject to Section 7.3 (Third-Party Application Interoperability), the functionality of the Jungo Applications will not be materially decreased during a subscription term. For any breach of either such warranty, Your exclusive remedy shall be as provided in Section 14.2 (Termination for Cause) and Section 14.3 (Refund or Payment upon Termination) below.

(b) Jungo warrants that Jungo Services shall be performed in a professional manner by qualified personnel and in a manner consistent with industry standards, and in all material respects in accordance with the related Documentation and Order Form. In the event of a breach of such warranty, You shall provide Jungo with a detailed written description of such breach within thirty (30) days from the date of performance of the nonconforming Jungo Services (or portion thereof, if applicable) or delivery of the nonconforming deliverable, in which case Jungo shall promptly and at its expense, use commercially reasonable efforts to correct such non-conforming or re-perform such services (or portion thereof).

11.2 Your Warranties. You represent and warrant that You have not falsely identified yourself nor provided any false information to gain access to the Products or Services and that Your billing information is correct. You represent and warrant that the party identified as the subscriber or purchaser of the Product or Service has all rights to enter into this Agreement and to control all User Data.

11.3 Mutual Warranties. Each party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) it will not transmit to the other party any Malicious Code (except for Malicious Code previously transmitted to the warranting party by the other party).

11.4 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT AND APPLICABLE ORDER FORM, JUNGO AND ITS LICENSORS MAKE NO OTHER WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE PRODUCTS OR SERVICES. EXCEPT AS SPECIFIED IN THIS AGREEMENT AND

APPLICABLE ORDER FORM, JUNGO AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE PRODUCTS OR SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE PRODUCTS OR SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) ERRORS OR DEFECTS WILL BE CORRECTED, OR (E) THE PRODUCTS OR SERVICES OR THE SERVER(S) THAT MAKE THE PRODUCTS OR SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, JUNGO MAKES NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY APPLICATIONS OR THIRD PARTY CONTENT, INCLUDING FOR EXAMPLE ANY WARRANTIES REGARDING SYSTEM AVAILABILTIY OR UPTIME. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

12. INDEMNIFICATION

12.1 Indemnification by Jungo. Jungo shall defend You against any claim, demand, suit, or proceeding ("Claim") made or brought against You by a third party alleging that the use of the Jungo Applications, Jungo Content or Jungo Services, when used in accordance with this Agreement and the Documentation infringes or misappropriates the intellectual property rights of a third party, and shall indemnify You for any damages finally awarded against, and for reasonable attorney's fees incurred by, You in connection with any such Claim; provided, that You (a) promptly give Jungo written notice of the Claim (provided that such failure to promptly notify Jungo shall not affect Your right to indemnification hereunder if such delay did not materially prejudice the defense of such Claim); (b) give Jungo sole control of the defense and settlement of the Claim (provided that Jungo may not settle any Claim unless the settlement unconditionally releases You of all liability); and (c) provide to Jungo all reasonable assistance, at Jungo's expense. For clarity, Jungo has no obligation under this Section with respect to any Claim of infringement or misappropriation by the any Third-Party Application. This Section 12.1 (Indemnification by Jungo) states Jungo's sole liability to, and Your exclusive remedy against Jungo for any type of Claim described in this Section.

12.2 Indemnification by You. You shall defend Jungo, its licensors and each such party's parent organizations, subsidiaries, Affiliates, officers, directors, employees, attorneys and agents against any Claim made or brought against Jungo by a third party (i) alleging that Your Data, or Your use of the Products or Services, or the integration or interoperability of the Products or Services with a Third Party Application requested by You, infringes the rights of, or has caused harm to, a third party or violates applicable law, (ii) alleging that Your use of Data or restriction of access to the Data in any way misappropriates the trade secret rights of a third party or infringes any other proprietary rights of a third party, including without limitation any employer of Users in connection with the change or termination of employment of You and/or any Users, (iii) alleging violation by You of Your representations and warranties herein; or (iv) arising from the breach by You or Your Users of this Agreement, and in each case, shall indemnify Jungo for any damages

finally awarded against, and for reasonable attorney's fees and other costs incurred by, Jungo in connection with any such Claim; provided, that Jungo (a) promptly gives You written notice of the Claim (provided that such failure to promptly notify You shall not affect Jungo's right to indemnification hereunder if such delay did not materially prejudice the defense of such Claim); (b) give You sole control of the defense and settlement of the Claim (provided that You may not settle any Claim unless the settlement unconditionally release Jungo of all liability); and (c) provide to You all reasonable assistance, at Jungo's expense.

13. LIMITATION OF LIABILITY

13.1 Limitation of Liability. IN NO EVENT SHALL JUNGO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY PRODUCT OR SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU FOR SUCH PRODUCT OR SERVICE IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 8 (FEES AND PAYMENT FOR PURCHASED PRODUCTS OR SERVICES; EXPENSES).

13.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL JUNGO HAVE ANY LIABILITY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, (INCLUDING LOSS OF DATA, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF YOUR USE OF THE PRODUCTS OR SERVICES, INCLUDING BUT NOT LIMITED TO THE INABILITY TO USE ANY PRODUCT OR SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE PRODUCTS OR SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF JUNGO HAS BEEN PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

14. TERM AND TERMINATION

14.1 Term of Agreement. This Agreement commences on the effective date of the Order Form (or such earlier date of Your first use of the applicable Product or Service) and continues until all User subscriptions granted in accordance with the applicable Order Form and this Agreement have expired. If You elect to use the Products or Services for a free trial period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the free trial period.

14.2 Termination. A party may terminate this Agreement for cause: (i) at any time upon written notice in the event the other party has committed a material breach of this Agreement which remains uncured thirty (30) days after written notice of such breach, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Jungo may terminate this Agreement for any reason or no reason upon thirty (30) days advance written notice to You, and

Jungo may terminate this Agreement immediately upon written notice to You in the event of abuse or unreasonable treatment of any Jungo employee or representative by You or any of Your representatives; such a termination shall be deemed "for cause". Except as stated in this paragraph, there is no other right to terminate this Agreement.

14.3 Refund or Payment upon Termination. Upon any termination for cause by You (i.e., termination as a result of Jungo's uncured material breach), Jungo shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Except only in the event of such a termination for cause by You, all fees paid by You are non-refundable, regardless of whether You cease using the Products or Services. Upon any termination for cause by Jungo, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. Upon any termination for no reason by Jungo, You will be entitled to a prorated refund of previously paid fees. In no event shall any termination relieve You of the obligation to pay any fees payable to Jungo for the period prior to the effective date of termination. If You are subscribed to a Third Party Application, You shall not be entitled to any refund, credit or compensation from Jungo if the Third Party Application licensor terminates Your subscription. Any refund provided by Jungo for any reason, that is refunded based on a credit card purchase, shall be subject to a 3% card fee that may be retained by Jungo.

14.4 Return of Your Data. If this Agreement is terminated by Jungo due to Your breach, during the 30-day cure period described in Section 14.2(i) above You may request in writing to have Your Data that is maintained by Jungo returned to You. If You send notice to Jungo of Your intention not to renew this Agreement or for termination due to Jungo's breach, prior to expiration or termination of this Agreement, You must request in writing to have Your Data that is maintained by Jungo returned. Pursuant to a request, Jungo will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After the date of any termination or expiration of this Agreement, Jungo shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Jungo's systems or otherwise in Jungo's possession or under Jungo's control.

14.5 Surviving Provisions. Section 8 (Fees and Payment for Purchased Products or Services or Services; Expenses), 9 (Proprietary Rights), 10 (Confidentiality), 11.4 (Disclaimer), 12 (Indemnification), 13 (Limitation of Liability), 14.3 (Refund or Payment upon Termination), 14.4 (Return of Your Data), and 15 (General Provisions) shall survive any termination or expiration of this Agreement.

14.6 App and Content Removal. If You have added a Jungo Application or Jungo Content to a third party application (such as a Salesforce.com product) or have saved any Jungo Content to Your internal computers or other storage, upon termination of Your subscription, You agree to participate in a brief, web-based meeting with a Jungo representative to remove the Jungo Application or Jungo Content from such third party service. Jungo will make reasonable attempts to arrange an acceptable time for such web meeting prior to the effectiveness of the subscription termination. In addition, You shall confirm Your removal of Jungo Content from Your systems by any reasonable manner requested by Jungo, including for example providing a written certification of removal in a form requested by Jungo. If there is a delay in completing the meeting for removal despite two (2) Jungo attempts to schedule such a meeting with You, or if You fail to timely confirm Your removal of Jungo Content from Your systems, You will be responsible to

continue paying a monthly subscription fee for each month (or part month) until such time that the web meeting and Jungo Application removal are completed, and You have confirmed the removal of Jungo Content from Your systems. As an alternative to the removal of the Jungo Application or Jungo Content from a third party service, Jungo, in its sole discretion, may allow You to use the Jungo Application or Jungo Content with a third party service following termination of Your User subscription, provided that You comply with the applicable subscription payment obligations as specified by Jungo (including continuing to pay Jungo subscriptions during such use with the third party service.). You are prohibited from using the Jungo Application and Jungo Content outside of a paid subscription term and other than as expressly authorized hereunder.

15. GENERAL PROVISIONS.

15.1 Notice. Unless expressly provided otherwise herein, all notices under this Agreement shall be in writing and shall be given (i) by courier or other personal delivery, (ii) by registered or certified mail at the party's address in the Order Form or at a substitute address designated by notice by the party concerned, or (iii) the second business day after confirmed facsimile. Notices for change of address shall be effective only from the date of their receipt. Notices to You shall be addressed to the system administrator designated by You for Your relevant account, and in the case of billing-related notices, to the relevant billing contact designated by You.

15.2 Governing Law and Jurisdiction. This Agreement shall be governed by California law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. The parties agree to submit any dispute relating to this Agreement to the federal or state courts of competent jurisdiction in the city of San Diego, State of California, United States of America. THE PARTIES SHALL NOT RAISE, AND HEREBY WAIVE, ANY DEFENSES BASED UPON THE VENUE, THE INCONVENIENCE OF THE FORUM, THE LACK OF PERSONAL JURISDICTION, THE SUFFICIENCY OF SERVICE OF PROCESS OR THE LIKE IN ANY SUCH ACTION OR SUIT.

15.3 Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

15.4 Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Products or Services. Without limiting the foregoing, (i) You represent that You are not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit Users to access or use Products or Services in violation of any U.S. export embargo, prohibition or restriction.

15.5 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

15.6 No Third-Party Beneficiaries. Except for third party licensors of Third-Party Applications as set forth in the applicable license terms for such applications, there are no third-party beneficiaries to this Agreement.

15.7 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

15.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall 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 of this Agreement shall remain in effect.

15.9 Attorney Fees. You shall pay on demand all of Jungo's attorney fees and other costs incurred by Jungo to collect any fees or charges due Jungo under this Agreement and/or to enforce any provisions of this Agreement and relevant Order Form.

15.10 Assignment. No Order Form nor this Agreement may be assigned by You without the prior written approval of Jungo, however any Order Form and this Agreement may be assigned without Your consent by Jungo to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of You that results or would result in a direct competitor of Jungo directly or indirectly owning or controlling 50% or more of You shall entitle Jungo to terminate this Agreement for cause immediately upon written notice. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

15.11 Entire Agreement. This Agreement, including any schedules, exhibits or referenced license terms and any Order Forms constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior communications and agreements, representations, and understandings between them with respect to the subject matter hereof and may not be modified or otherwise amended except by a further writing executed by an authorized representative of both parties hereto.