

RESPONDER SERVICES

THIS RESPONDER SERVICES AGREEMENT (THE "**AGREEMENT**") IS A LEGAL AGREEMENT BETWEEN YOU AND ANY COMPANY YOU REPRESENT (COLLECTIVELY, "**RESPONDER**") AND ICIX NORTH AMERICA, LLC ("**ICIX**") REGARDING ONLINE, WEB-BASED, SOFTWARE SERVICES WITH THEIR ASSOCIATED OFFLINE COMPONENTS PROVIDED BY ICIX VIA [HTTP://WWW.SALESFORCE.COM](http://www.salesforce.com) AND/OR OTHER DESIGNATED WEBSITES, PLUS ANY ASSOCIATED MEMBERSHIPS, APPLICATIONS, AND OTHER SERVICES PROVIDED BY ICIX UNDER THIS AGREEMENT ("**SERVICE**"). THIS AGREEMENT APPLIES TO RESPONDER IN ITS ROLE AS A "RESPONDER" WITHIN THE SERVICE. IF YOU ARE ALSO A CUSTOMER OF ICIX, THE ICIX MASTER SUBSCRIPTION AGREEMENT SHALL APPLY WITH RESPECT TO YOUR ACCESS TO THE SERVICE AS A CUSTOMER.

PLEASE READ THE AGREEMENT CAREFULLY BEFORE CONTINUING. BY CLICKING THE "I ACCEPT" BUTTON YOU AND ANY COMPANY YOU REPRESENT AGREE TO THE FOLLOWING TERMS AND CONDITIONS, AND YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND YOUR COMPANY TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR **IF YOU DO NOT AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST SELECT THE "I DECLINE" BUTTON AND YOU AND YOUR COMPANY MAY NOT USE THE SERVICE.**

This Agreement was last updated on August 25, 2020.

WHEREAS, ICIX provides online, Web-based, software services that allow its customers to collaborate across trading partner networks; and

WHEREAS, Responder wishes to collaborate with ICIX Customers using the Service.

NOW THEREFORE, in consideration for the covenants and promises herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

"Effective Date" means the date you accept this Agreement as described above.

"ICIX Customer" means a purchaser of Services that has executed a Master Subscription Agreement with ICIX and authorized Responder to access ICIX Customer's Materials.

"Master Subscription Agreement" means the contract between ICIX and the ICIX Customer governing ICIX Customer's use of the Service.

"Materials" means any data, information or other materials provided or disclosed to Responder by ICIX or ICIX's third party providers including salesforce.com in the course of providing the Service.

"Other Responder" means another entity with whom the ICIX Customer has a direct or indirect business relationship, or with whom Responder has a business relationship, and who is separately bound by the terms of this ICIX Responder Agreement.

"Responder Data" means any data, information or other materials provided to ICIX by Responder or on Responder's behalf in the course of using the Service.

"Responder Trademarks" means any trademarks that Responder provides ICIX.

"Subscription Term" means the period of time from the Effective Date until the Responder's ICIX Customer removes the Responder as an approved vendor.

"Users" means individuals authorized by Responder to use the Service.

2. **ICIX Service.** Subject to the terms of this Agreement, ICIX grants to Responder during the Subscription Term the nontransferable, nonexclusive, worldwide right to use and permit Users to use the Materials and Service ordered and paid for by Responder or ICIX Customer on Responder's behalf. A purchase of subscriptions is not contingent upon the delivery of any future functionality or features nor is it dependent upon any oral or written public comments made by ICIX with respect to future functionality or features. The rights granted to Responder in this Agreement are subject to all of the following terms, conditions and restrictions: (1) Responder shall not license, sell, rent, lease, transfer, assign, distribute,

display, host, outsource, disclose or otherwise commercially exploit or make the Service or any Materials, available to any third party other than an authorized User; (2) Responder shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Service or Materials or access the Service or Materials in order to build a similar or competitive product or service; (3) except as expressly stated herein, no part of the Service or Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; (4) Responder shall make every reasonable effort to prevent unauthorized third parties from accessing the Service; (5) Responder acknowledges and agrees that ICIX or its third party providers shall own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the Service, the Materials, and any suggestions, enhancement requests, feedback, recommendations or other information provided by Responder or any other party relating to the Service or the Materials; (6) Responder shall not disclose any review of the Service to any third party without ICIX's prior written approval; (7) Responder shall not use any e-mail addresses or alternative Responder contact information provided on the Service for marketing or advertising purposes; (8) Responder shall not post, transmit, link to, or otherwise distribute any inappropriate, profane, defamatory, obscene, indecent or unlawful material or information; (9) Responder shall not extract information from an ICIX Object inside salesforce.com and pull into any other salesforce.com object for the purposes of allowing other people to access information contained inside an ICIX Object; (10) Responder shall not access any salesforce.com objects and functionality other than the standard salesforce.com objects necessarily utilized in connection with the Service, without acquiring the appropriate licenses from salesforce.com, even if they may be visible to Responder through the Service; and (11) Responder agrees to the terms of the Salesforce.com Platform Service Agreement located at <https://docs.icix.com/help/icix-salesforcecom-platform-service-agreement>.

3. **Responder License.** Responder grants to ICIX and its third party providers including ICIX Customer(s) and salesforce.com the non-exclusive, worldwide, royalty-free, perpetual right to copy, modify, display, distribute, disclose, and create compilations with and derivative works from (1) Responder Data for the purposes of providing the Service and Materials to Other Responders, and ICIX Customers, and to compile, use and disclose anonymous, aggregated statistics, provided that no such information will directly identify and cannot reasonably be used to identify Responder or Responder's Users, and (2) Responder's Trademarks for the purpose of including them in the user interface of the Service. Responder acknowledges and agrees that Responder Data may be transferred outside of the country or other jurisdiction where ICIX Customers, Other Responders, or Users are located. Responder shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of all Responder Data. Responder shall be solely responsible for ensuring that it has obtained all necessary third-party consents and made all required disclosures in connection with the foregoing grants.

4. **Billing and Payment.** Unless paid by ICIX Customer on Responder's behalf, Responder shall pay in advance for all Services ordered. All fees under this Agreement are nonrefundable. ICIX's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Responder shall be responsible for payment of all such taxes, levies, or duties, even if such amounts are not listed by ICIX. Responder will provide ICIX with valid and updated credit card information and authorizes ICIX to bill such credit card (1) at the time that Responder orders Services, for all Services ordered, and (2) at the time of any renewal, for the amount charged for any renewal Subscription Term(s). If Responder makes payment using a method other than a credit card, ICIX reserves the right to reject such other method or charge an additional processing fee.

5. **Term and Termination.** This Agreement shall become effective upon the Effective Date and shall continue until for the duration of the Subscription Term. Within 30 days after termination of this Agreement, at Responder's written request and provided Responder is not in breach of the Agreement, ICIX will make available to Responder, at Responder's cost, a file of the Responder Data then in its possession. Responder agrees and acknowledges that ICIX has no obligation to retain Responder Data and that such Responder Data may be irretrievably deleted after 30 days following the termination of this Agreement or if Responder's account is 30 days or more past due. The following provisions shall survive any termination of this Agreement: Sections 1, 3, 4, 5, 6, 9, 10, 11, 12, 14, 15 and 16.

6. **Third Party Web Sites.** If Responder enters into correspondence with, purchases goods or services from, or participates in promotions of advertisers or sponsors other than ICIX through the Service, any such activity, and any terms, conditions, warranties or representations associated with such activity, is governed solely by the terms between Responder and the applicable third party. ICIX shall have no liability or obligation for, and does not endorse or accept any responsibility for, the contents or use of third-party products, services, or web sites, or any transactions completed with third parties. The inclusion of any link does not imply endorsement by ICIX of the linked web site, notwithstanding the inclusion on such site of the trademarks of ICIX or its third-party providers.

7. **Support Services.** During the Subscription Term ICIX shall provide assistance to Responder by telephone, e-mail or online chat during ICIX's reasonable business hours to assist with issues operating the Service in accordance with its online documentation.

8. **Representations & Warranties.** Each party represents and warrants that it has the power and authority to enter into this Agreement. ICIX warrants that (1) it will provide the Service in a manner consistent with generally accepted industry standards, and (2) the Service will perform substantially in accordance with its online documentation under normal use.

9. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, ICIX MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. ICIX HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. ICIX MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, AVAILABILITY, OR SUITABILITY OF THE SERVICE OR MATERIALS, OR THAT THE SERVICE IS FREE OF DEFECTS, VIRUSES, OR OTHER HARMFUL COMPONENTS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE AND THE MATERIALS ARE PROVIDED TO RESPONDER ON AN "AS IS" BASIS.

10. **Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ICIX OR ITS THIRD-PARTY PROVIDERS EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY OR DUE FROM RESPONDER IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL ICIX OR ITS THIRD-PARTY PROVIDERS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, REGARDLESS OF CAUSE, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO RESPONDER.

11. **Responder Indemnities.** Responder shall defend and indemnify ICIX and its third party providers against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a claim by a third party that (1) the Responder Data or the Responder Trademarks, or any use thereof, infringes the rights of, or has caused harm to, a third party, (2) arises from Responder's breach of this Agreement, or (3) arises from Responder's violation of law.

12. **Confidential Information.** Each party may have access to Confidential Information of the other party. "Confidential Information" shall mean any information that is clearly identified in writing at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. A disclosing party's Confidential Information shall not include information that (1) is or becomes a part of the public domain through no act or omission of the other party; (2) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (3) is lawfully disclosed to the other party by a third party without restriction on disclosure; (4) is independently developed by the other party without use of or reference to the disclosing party's Confidential Information. The parties agree to use all reasonable care to prevent disclosure of the other party's Confidential Information to any third party. Notwithstanding the foregoing, Responder acknowledges and agrees that ICIX may disclose Responder's Confidential Information to its third party providers and applicable Other Responders, and ICIX Customers solely to the extent necessary to provide the Service under this Agreement, provided that in the case of disclosure to third parties not defined under this Agreement ICIX has a non-disclosure agreement in place with such third party provider that protects such Confidential Information against disclosure in a manner no less protective than this Agreement. This section 12 constitutes the entire understanding of the parties and supersedes all prior or contemporaneous agreements, representations or negotiations, whether oral or written, with respect to Confidential Information.

13. **Personal Data Protection.** Responder may submit to the Service information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular natural person who is a resident of California, or with their household ("**Personal Info**"), and all such Personal Info shall be deemed Responder Confidential Information. ICIX shall not retain, use, or disclose the Personal Info for any purpose other than for the specific purpose of providing the Service. ICIX shall not further collect, sell, or use the Personal Info except as necessary to provide the Service. ICIX shall delete the Personal Info from its records upon request by Responder, unless it is otherwise necessary to retain such information under applicable law. The provision of Personal Info is not a component of the exchange of consideration in this Agreement, and therefore the provision of Personal Info is not a sale of such information. ICIX shall not sell the Personal Info. ICIX hereby certifies that it understands the restrictions on the sale, retention, use, and disclosure of Personal Info herein and as set forth in applicable law, and will comply. To the extent personal data subject to the General Data Protection Regulation (Regulation (EU) 2016/679) is processed by the Service, the parties shall comply with the ICIX data processing addendum located at

14. **Responder's Responsibilities; Marketing.** Responder will comply with all applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with its use of the Service, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data from locations other than the location from which ICIX controls and operates the Service. Responder is responsible for all activities that occur under its Users' accounts. ICIX may include Responder's name and logo in customer or vendor lists including those customer or vendor lists used in press releases or on ICIX's website. ICIX may announce to the press that Responder has participated in or received access to the Service. If a press release is created, Responder may request the opportunity to approve the release. Responder also shall (1) serve as a reference or host onsite reference visits; (2) collaborate on press releases announcing or promoting the relationship; and (3) collaborate on case studies or other marketing collateral as Responder realizes a return on investment following successful deployment.

15. **Notices.** ICIX may give notice to Responder through the Service, electronic mail to Responder's e-mail address on record in ICIX's account information, or by written communication sent by first class mail or pre-paid post to Responder's address on the Service. Responder may give notice to ICIX at any time by letter sent by confirmed facsimile to ICIX License Administration, fax number 650-742-1037 or by letter delivered first class mail to ICIX at 400 Concar Drive San Mateo, CA 94402. All notices shall be deemed to have been given five days after mailing (if sent by first class mail) or 24 hours after sending by confirmed facsimile.

16. **General provisions.** Any action related to this Agreement will be governed by California law and controlling U.S. federal law. No choice of law rules or any other jurisdiction will apply. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in California. This Agreement represents the parties' entire understanding relating to the use of the Service and supersedes any prior or contemporaneous, conflicting or additional, communications. ICIX reserves the right to change the terms and conditions of this Agreement or its policies relating to the Service at any time, and such changes will be effective upon notice to Responder. Responder's continued use of the Service after any such changes shall constitute Responder's consent to such changes. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between ICIX and Responder as a result of this Agreement or use of the Service. Responder may not assign this Agreement without the prior written approval of ICIX. Any purported assignment in violation of this section shall be void. ICIX reserves the right to use third party providers in the provision of the Service or Materials hereunder. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. In the event of any litigation of any controversy or dispute arising out of or in connection with this Agreement, its interpretation, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and expenses, court costs, and reasonable costs for expert and other witnesses attributable to the prosecution or defense of that controversy or dispute. Any rights not expressly granted herein are reserved by ICIX.