**INSIDESALES.COM MASTER TERMS AND CONDITIONS**

These terms and conditions, together with any Service Orders, and any other materials attached or incorporated by reference, constitute the entire agreement between InsideSales.com, Inc. (“**InsideSales**”) and the entity signing below (“**you, your, or Customer**”), regarding Customer’s access to, and use of, any Services provided by InsideSales (collectively, the “**Agreement**”).

1. **Definitions.**

**“Affiliates”** means any entity which directly or indirectly controls, is controlled by, or is under common control with an entity. “Control” for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interest of the subject entity;

**“Anonymized Data”** means Customer Data that is de-identified such that no person or entity (including but not limited to Customer) can be identified;

**“Customer Email Data”** means email contacts, email attachments, and the content of email messages provided, submitted, or made available by you to the Services in the course of using the Services;

**“Customer Data”** means any data, information or material provided, submitted, or made available by you to the Services in the course of using the Services. Customer Data does not include Anonymized Data. If you are subscribed to InsideSales email Services, Customer Data includes Customer Email Data;

**“Effective Date”** means the earlier of (1) the date this Agreement is accepted by your clicking the “I Accept” option presented in conjunction with these Terms and Conditions, or (2) the date of your initial Service Order, or (3) the date you begin using the Services;

**“Intellectual Property Rights”** means rights in and to inventions (whether or not patentable), patent applications, patents, design rights, rights in and to software code and other works of authorship including copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how, trade secret rights, and all other intellectual property rights and forms of protection of a similar nature anywhere in the world;

**“InsideSales Technology”** means all of InsideSales’ proprietary technology (including software, hardware, products, processes, algorithms, user and programming interfaces, know-how, techniques, designs and other tangible or intangible technical material or information), made available to you or otherwise used by InsideSales in providing the Services;

**“Online Order Center”** means InsideSales’ online application that allows the Subscription Administrator designated by you to, among other things, add additional Users to the Services;

**“Service Order(s)”** means any form evidencing your subscription for the Services that you may submit online or in written form and which is accepted by InsideSales, specifying, among other things, (1) the number of subscriptions and other Services contracted for, and (2) the applicable Fees and other charges, (3) other terms and conditions as may be agreed upon between the Parties in writing, each such Service Order to be incorporated into and to become a part of this Agreement;

**“Party”** or **“Parties”** mean(s) either InsideSales or you, or both, as appropriate;

**“Services”**means the services provided by InsideSales’ as identified on the Service Order(s) to which you will have access during the Subscription Term, accessible via http://www.insidesales.com or another web site or IP address designated by InsideSales, and any ancillary service rendered to you by InsideSales, to which you are being granted access under this Agreement;

**“Subscription Administrator(s)”** means those Users designated by you who are authorized to purchase subscriptions to use the Services online via the Online Order Center or by executing written Orders, and to create User accounts and otherwise administer your use of the Services;

**“Subscription Start Date”** means the later of (i) the date of the last signature on an applicable Service Order, or (ii) the date provided in the Subscription Start Date field in an applicable Service Order;

**“Subscription Term(s)”** means the period(s) during which a specified number of Users are permitted to use the Services as set out in the relevant Service Order(s) made up of an Initial Term and any Renewal;

**“User(s)”** means Customer’s employees, representatives, consultants, contractors or agents who are authorized by Customer to use the Services and for who Customer has paid for such use.

1. **InsideSales Responsibilities.**

**2.1 Provision of the Services.** The Services are purchased as subscriptions. During the Subscription Term, InsideSales will: (1) make the Services available to you pursuant to this Agreement and the applicable Service Orders, and (2) use commercially reasonable efforts to provide the Services for remote electronic access and use by you and your Users.

1. **Customer Responsibilities.**

**3.1 Usage Restrictions.** You will not:  (1) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or other underlying InsideSales Technology; (2) modify, copy, reproduce, display to third parties, translate, or create derivative works based on (i) the Services or (ii) any InsideSales Technology; (3) rent, lease, distribute, sell, resell, assign, or otherwise purport to transfer rights to the Services or any InsideSales Technology; (4) use the Services or any InsideSales Technology for timesharing or service bureau purposes or otherwise for the benefit of any third party; (5) remove any proprietary notices from the Services or any InsideSales Technology; (6) publish or disclose to third parties any evaluation of the Services or any InsideSales Technology without InsideSales’ prior consent, unless you have first provided InsideSales with notice of your intent to do so; (7) create any link to the Services or frame or mirror any Content contained on, or accessible from, the Services, without InsideSales’ prior written consent; (8) authorize, permit, or otherwise allow more than the specified number of authorized Users on the Service Order to access the Services; (9) assert, authorize, assist, or encourage any third party to assert, against InsideSales or any of its affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any InsideSales Technology you have used; or (10) use InsideSales Technology in any manner or for any other purpose other than as expressly permitted by this Agreement. If you permit individuals other than Users to access the Services (“Unpermitted Individuals”), you will be charged User subscription Fees commensurate with the number of Unpermitted Individuals who used the Services.

**3.2 Resources.** You are responsible for obtaining and maintaining all computer hardware, software, communications equipment, facilities and equipment needed to access the Services, and for paying all third-party access charges (e.g., charges of Internet or telecommunications service providers) incurred in connection with using the Services.

**3.3 Use of the Services**. You are solely responsible for your actions and the actions of your Users (and any of your other employees or agents) while using the Services and the contents of any Customer Data and other information or materials that may be stored or transmitted through your use of the Services. You agree: (1) to abide by all local, state, national, and international laws and regulations applicable to your use of the Services, including the laws and regulations of any country, and including without limitation all laws regarding the transmission of promotional communications and the collection of personal data by or through the Services; (2) not to upload or distribute in any way files that contain viruses, corrupted files, or any other software code that may damage the operation of the Services or any other computers or facilities; (3) not to interfere with or disrupt networks or facilities used in providing, or that are connected to, the Services; (4) not to post, promote or transmit through the Services any material that is unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable; (5) not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; (6) not to interfere with any other customer’s use and enjoyment of the Services or any another person or entity’s use and enjoyment of services provided by InsideSales or any third party; and (7) to comply with all regulations, policies and procedures of networks connected to the Services. You acknowledge that the laws and regulations governing the use of the Services may change from time to time. You acknowledge and agree that InsideSales neither endorses the contents of any of its customers’ communications, nor assumes any responsibility for the time, place, manner, or contents of any such communications or Customer Data. You further acknowledge and agree that InsideSales has the right, but not the obligation, to implement mechanisms to screen, monitor, modify, and remove any Customer Data or other content posted or stored on the Services or transmitted through the Services, at any time, which violates this Agreement, without notice.

**3.4 Use and Data Limitations.** InsideSales reserves the right to establish, and to update and otherwise modify, limitations upon the use of the Services from time to time upon written notice to you. You will be responsible for maintaining an archive or back-up copy of all Customer Data and InsideSales will have no liability for any loss of Customer Data.

**3.5 Employment Solicitation.** For the duration of this Agreement, and for a period of 3 years following termination of this Agreement, (1) you agree not to solicit the employment of any employee of InsideSales, and (2) if you are approached by an employee of InsideSales concerning employment, you agree to notify InsideSales a least 30 days prior to making an offer of employment to such employee.

1. **Fees and Payment.**

**4.1 Subscription Fees.** You will pay all Fees and other charges described and otherwise referenced in this Agreement (“Fees”), annually in advance upon receipt of invoice. In the event you are unable to pay all Fees annually in advance, you will be charged a 3% billing processing fee. You are responsible for paying for all User subscriptions ordered for the entire Subscription Term, whether or not such User subscriptions are actively used. Customer’s payment obligations are non–cancellable and Fees are non-refundable. The quantity of User subscriptions cannot be decreased during the Subscription Term.

**4.2 Adding/Transferring Users and Services.** A Subscription Administrator may add subscriptions for additional Users by executing an additional written Service Order or using the Online Order Center. Added subscriptions will be: (1) coterminous with the then existing Subscription Term; (2) invoiced at the then-current, generally applicable subscription fee; and (3) charged pro-rata for the days remaining in the Subscription Term in which they are added.

**4.3 Billing and Payment.** You agree to provide and maintain complete and accurate billing and contact information in the Services. You must provide InsideSales approved purchase order information, a valid and current credit card, or bank account information (“Payment Source(s)”) as a condition to signing up for and continuation of the Services. You agree to and authorize InsideSales to invoice or collect payment for all outstanding Fees, on the due date of Fees, from the Payment Sources provided by you. You further agree to consistently maintain a Payment Source or credit balance available to InsideSales for payment of Fees.

**4.4 Billing Errors.**You must contact InsideSales in writing no later than 60 days after the date of the applicable invoice to report a billing error. If an error notice is not received within 60 days of the date of the invoice, you waive any right to an adjustment or credit and agree to pay the amount billed.

**4.5 Taxes.** All Fees are exclusive of applicable state, federal, national, withholding and VAT taxes, and applicable customs duties or tariffs (collectively “Taxes”). You will be responsible for the payment of all Taxes applicable to the Services provided under this Agreement, except for taxes based on InsideSales’ income, property and employees. If InsideSales has the legal obligation to pay or collect Taxes for which you are responsible, the appropriate amount will be invoiced to you for payment, unless you provide to InsideSales a valid tax exemption certificate authorized by the appropriate taxing authority.

1. **Term and Termination.**

**5.1 Term.** This Agreement commences on the Effective Date and continues until all Service Orders have expired or been terminated.

**5.2 Termination or Suspension for Cause.** Any breach of your obligations under this Agreement will be deemed a material breach of this Agreement. InsideSales, in its sole discretion, may terminate, suspend, or otherwise restrict your password, account or use of the Services if you breach or otherwise fail to comply with any of your covenants, representations, or warranties in this Agreement. Where the breach is for non-payment, you shall have 10 days following receipt of written notice by InsideSales to cure the breach for past due amounts owing before InsideSales may terminate the Agreement. You will continue to be charged for User subscriptions during any period of suspension or while your account is otherwise limited or restricted. Upon termination of this Agreement for cause, if you have not paid all Fees for the then-current Subscription Term, you agree to pay the sum of any unbilled Fees from the then-current Subscription Term, in addition to any unpaid balances at the time of termination of this Agreement. InsideSales reserves the right to impose a reconnection Fee in the event that your account is suspended.

**5.3 Effect of Termination.** InsideSales will retain Customer Data for a period of 30 days after termination of this Agreement. You may request that InsideSales conduct an export of Customer Data, and InsideSales agrees to provide such Services at its then current rates on a time and materials basis. You agree and acknowledge that InsideSales has no obligation to retain the Customer Data for longer than 30 days after termination or expiration of this Agreement.

**5.4 Survival.** Section 3 (Customer Responsibilities), Section 4 (Fees and Payment), Section 5.4 (Survival), Section 6 (Proprietary Rights), Section 7 (Confidentiality, Privacy, and Publicity), Section 8.2 (Warranty Disclaimer), Section 9 (Indemnification), Section 10 (Limitation of Liability), and Section 11 (General) will survive any termination or expiration of this Agreement. In no event will any termination or expiration of this Agreement relieve you of any obligations or liability accrued prior to termination including, without limitation, the obligation to pay any Fees payable to InsideSales.

1. **Proprietary Rights.**

**6.1 Intellectual Property Ownership.** InsideSales (and its licensors, where applicable) will exclusively own all right, title and interest, including all related Intellectual Property Rights, in and to the Services, the InsideSales Technology, and any modifications thereto or derivative works thereof. Further, InsideSales will exclusively own any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any third party relating to the Services or InsideSales Technology (the “Feedback”). You hereby assign, and agree to assign, any and all right, title, and interest, including all related Intellectual Property Rights, in and to the Feedback and any modifications to, or derivative works of, the Services and the InsideSales Technology. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Services, the InsideSales Technology or the Intellectual Property Rights owned by InsideSales or its licensors, where applicable. The InsideSales.com name, the InsideSales.com logo, and the product names associated with the Services are trademarks of InsideSales or third parties, and no right or license is granted to use them. Other trademarks, logos, and trade names that may appear on the Services are the property of their respective owners. InsideSales reserves to itself all rights in and to the Services and InsideSales Technology not expressly granted to you in accordance with this Agreement.

**6.2 Customer Data.** You will retain all ownership of Customer Data that you submit to the Services in the course of this Agreement. You will ensure that you and InsideSales have the right to use Customer Data as contemplated by this Agreement, and you hereby grant, and agree to grant, InsideSales the right to use all Customer Data for the purposes set forth in this Agreement. InsideSales will take commercially reasonable measures to protect Customer Data on the Services. However, InsideSales is not responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of Customer Data. Except as permitted in this Agreement, InsideSales will not willfully (1) edit or delete Customer Data unless (a) authorized by you, (b) InsideSales is required to do so by law, or (c) in the good faith belief that such action is necessary to: (i) conform with applicable laws or comply with legal process served on InsideSales, (ii) protect and defend the rights or property of InsideSales, or (iii) enforce this Agreement; or (2) disclose Customer Data unless (a) authorized by you, (b) InsideSales is required to do so by law, or (c) in the good faith belief that such action is necessary to conform with applicable laws or comply with legal process served on InsideSales. You grant to InsideSales an irrevocable, non-exclusive, royalty-free, fully paid up, perpetual, worldwide license, with the right to sublicense, use, reproduce, publish, distribute, perform, anonymize, and display Anonymized Data. If you are subscribed to InsideSales email Services, you grant to InsideSales an irrevocable, non-exclusive, royalty-free, fully paid up, perpetual, worldwide license, with the right to sublicense, use, reproduce, publish, distribute, perform, and display Customer Email Data, including personally identifiable information, for the limited purpose of offering Services, developing new services, and operating the Services and related services.

1. **Confidentiality, Privacy and Publicity.**

**7.1 Confidentiality.** “Confidential Information” means any information that relates to the actual or anticipated business, research, or development of InsideSales and any proprietary information, trade secrets, and know how of InsideSales that is disclosed to you by InsideSales, directly or indirectly, in writing, orally, or by inspection or observation of tangible items. Confidential Information includes, but is not limited to, research, product plans, products, services, customer lists, development plans, inventions, processes, formulas, technology, designs, drawings, marketing, finances, and other business information, along with information received from third parties for which InsideSales has confidentiality obligations. As between you and InsideSales, Confidential Information is the sole property of InsideSales. Confidential Information does not include any information that: (1) was publicly known and made generally available in the public domain prior to the time InsideSales disclosed the information to you, (2) became publicly known and made generally available, after disclosure to you by InsideSales, through no wrongful action or inaction of you or others who were under confidentiality obligations, or (3) was in your possession, without confidentiality restrictions, at the time of disclosure by InsideSales, as shown by your files and records. You will not disclose any Confidential Information to any third party or use the Confidential Information for any purpose other than use and receipt of the Services in accordance with this Agreement. You will take all reasonable precautions to prevent any unauthorized disclosure of all Confidential Information.

**7.2. Security**

(1) Privacy Policy. You will maintain written privacy policies governing the use of the data you collect using the Services and you agree to abide by them.

(2) Passwords. InsideSales will issue to you, or shall authorize a Subscription Administrator to issue, a password for each User authorized to use your account for whom you have paid the applicable Fees. You and your Users must maintain the confidentiality of all passwords and ensure that each password is used only by the unique authorized User to whom such password is assigned. You are entirely responsible for any and all activities that occur under your account. You agree to immediately notify InsideSales of any unauthorized use of your account (including any unauthorized use of any password of any User accessing the Services by means of your account) or any other breach of security known to you. InsideSales will have no liability for any loss or damage arising from your failure to comply with these requirements.

(3) Security. InsideSales will maintain the InsideSales Technology used to provide the Services at third party colocation, hosting, and telecommunication facilities, where they are subject to commercially reasonable security precautions to prevent unauthorized access to the Services. You acknowledge that, notwithstanding such security precautions, unauthorized third parties may gain access to the Services and to any or all Customer Data. Accordingly, InsideSales cannot and does not guarantee the privacy, security, or integrity of any Customer Data or of any other data transmitted by or through the Services.

**7.3 Publicity.** InsideSales may use your name and logo as part of a list of customers and may refer to you as a user of its Services in its advertising and marketing activities. Each Party shall obtain the other Party’s permission prior to using the other Party’s name, logos, or other trademarks for any other marketing or promotional purposes. The Parties agree that any press release or other public comments issued by either Party relating to this Agreement (including, without limitation, any dispute under this Agreement), or your subscription to or use of the Services, will be prepared jointly between InsideSales and you and will be issued only upon mutual agreement of the Parties.

1. **Warranties and Disclaimers.**

**8.1. Mutual Warranties**. Each Party represents and warrants that (1) it has the legal right, power and authority to enter into this Agreement and to perform all of its obligations under this Agreement, and (2) its entrance into this Agreement does not violate any agreement between such Party and any third party.

**8.2 Warranty Disclaimer.** INSIDESALES AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. INSIDESALES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (1) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA, (2) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (3) ANY STORED CUSTOMER DATA WILL BE SECURE, COMPLETE, TIMELY, ACCURATE OR RELIABLE, (4) THE QUALITY OF THE SERVICES OR ANY OTHER INFORMATION, ITEMS, OR MATERIALS OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (5) ERRORS OR DEFECTS WILL BE CORRECTED, OR (6) THE SERVICES, THE CONTENT, OR THE EQUIPMENT OR FACILITIES USED TO MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES ARE PROVIDED TO YOU STRICTLY ON AN “AS IS” BASIS. 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 NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INSIDESALES AND ITS LICENSORS. NO ADVICE, INFORMATION OR ACTION FROM INSIDESALES OR ANY OTHER SOURCE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

**8.3 Communications Delays and Outages.** THE SERVICES MAY BE SUBJECT TO LIMITATIONS, OUTAGES, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, TELEPHONY, AND ELECTRONIC COMMUNICATIONS. INSIDESALES IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

1. **Indemnification.**

You, including any of your parent organizations, subsidiaries, and other affiliates, will indemnify and hold harmless (and, if requested by InsideSales, defend) InsideSales, its parent organizations, subsidiaries, other corporate affiliates, and licensors, and their respective officers, directors, employees, attorneys and agents, from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) arising out of or in connection with: (1) your use of the Services; (2) any claim alleging that transmission, storage, or other use of Customer Data infringes the rights of, or has caused harm to, a third party; or (3) a claim alleging or based upon any facts that, if true, would constitute a violation by you of any of your covenants, representations, or warranties in this Agreement. If InsideSales requests that you defend InsideSales, InsideSales will (a) give you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release InsideSales of all liability and such settlement does not affect InsideSales’ business, the Services, or any of its other products or services); and (b) provide reasonable information and assistance in connection with the defense and settlement of the claim.

1. **Limitations of Liability.**

**10.1 Limitation of Liability.** IN NO EVENT WILL INSIDESALES’ TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATING TO THIS AGREEMENT (REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED UPON CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE) EXCEED THE TOTAL SUBSCRIPTION FEES PAID TO INSIDESALES BY YOU FOR THE THREE-MONTH PERIOD IN WHICH THE CAUSE OF ACTION OCCURRED.

**10.2 Disclaimer of Consequential and other Indirect Damages.** IN NO EVENT WILL INSIDESALES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF CUSTOMER DATA OR OTHER INTANGIBLE PROPERTY, EVEN IF INSIDESALES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1. **General.**

**11.1 Notices.** All notices required under this Agreement will be in writing and sent to the addresses specified in this Agreement and will be sent by Certified Mail, Return Receipt Requested, or by express courier service, having trackable service, and with signature required by the receiving Party. Notwithstanding the foregoing, you acknowledge and agree that InsideSales may provide you with notices, including but not limited to those regarding changes to this Agreement, by email, regular mail, or postings on the Services. Any such notices will be deemed given the day they are displayed on the Services.

**11.2 Entire Agreement**. This Agreement, including all corresponding Service Orders and exhibits where applicable, contain the entire agreement of the Parties and supersedes any and all prior and contemporaneous agreements with respect to the subject matter hereof, whether orally or in writing. This Agreement supersedes any terms printed on your purchase order or other communications.

**11.3 Assignment.** This Agreement will be binding on and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. You may not assign or otherwise transfer this Agreement, whether voluntarily or by operation of law, without InsideSales’ prior written consent. Any attempted assignment without InsideSales’ written consent shall be null and void. InsideSales may assign this Agreement to any parent, subsidiary or affiliate and to any successor to its business, whether by merger, sale of assets, or otherwise.

**11.4 Relationship of the Parties.** The Parties expressly agree that they are independent contractors and do not intend for this Agreement to be interpreted as an employment agency, joint venture, or partnership relationship.

**11.5 Injunctive Relief.** Actual or threatened breach of Section 2 (Use of Services), Section 3 (Use of Services), Section 6 (Proprietary Rights), or Section 7 (Confidentiality, Privacy, and Publicity) may cause immediate, irreparable harm that would be difficult to calculate and could not be remedied by payment of damages alone. Accordingly, InsideSales will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any such breach.

**11.6 Governing Law & Venue**. This Agreement and any disputes arising hereunder shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Utah, without regard to its conflict of laws principles. Any dispute under this Agreement shall be brought exclusively in the state and federal courts within the State of Utah. Each Party hereby irrevocably consents and submits to the exclusive jurisdiction of such courts. Each Party specifically waives any right to trial by jury in any court in connection with any action or litigation. Any cause of action arising out of or related to this Agreement must be brought within one year after the cause of action arose; otherwise, such cause of action will be permanently barred.

**11.7 No Third-Party Beneficiaries.** This Agreement is made for the benefit of InsideSales and you, and not for the benefit of any third parties. No other person or entity will be a third-party beneficiary to this Agreement.

**11.8 Export Controls.** Each Party will comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (1) each Party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (2) you shall not permit any Users to access or use any Services in violation of any U.S. export embargo, prohibition, or restriction.

**11.9 Modification to Terms.** InsideSales reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Services at any time, effective only upon InsideSales posting an updated version of this Agreement on the Services. Continued use of the Services after any such changes shall constitute your consent to such changes.

**11.10 Force Majeure.** Neither Party will be in default of any obligation under this Agreement (other than payment obligations) to the extent that its failure to perform is caused solely by conditions beyond that Party’s reasonable control, such as acts of God, civil commotion, war, strikes, labor disputes, third party Internet service interruptions or slowdowns, vandalism or “hacker” attacks, acts of terrorism or governmental demands or requirements that prevent or prohibit InsideSales from providing Services.

**11.11 No Waiver. Severance.** No failure to exercise or enforce any right or provision of this Agreement, nor any waiver of any default or breach of this Agreement by either party will be deemed to imply or constitute a waiver of any other default or breach of this Agreement by either party. In the event that one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the enforceability of remaining provisions will be unimpaired.