

DATA ASSESSMENT AGREEMENT

THIS DATA ASSESSMENT AGREEMENT ("AGREEMENT") GOVERNS SALESFORCE'S ("WE", "US" OR "OUR") EVALUATION AND ASSESSMENT OF YOUR BUSINESS CONTACT AND ACCOUNT DATA RESIDING IN YOUR INSTANCE OF SALESFORCE, USING OUR DATA.COM MATCHING AND CLEAN ENGINE (THE "DATA ASSESSMENT"), A FORCE.COM LABS APPLICATION.

BY CLICKING ON THE BOX NEXT TO THE PHRASE "I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS," AND/OR USING THE DATA ASSESSMENT APPLICATION, YOU ACCEPT THIS AGREEMENT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU ALSO REPRESENT THAT YOU HAVE READ AND UNDERSTAND ALL OF THE PROVISIONS OF THIS AGREEMENT. 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 THIS AGREEMENT, 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 DATA.COM SERVICES.

If you have entered into or enter into a Main Services Agreement with Us for Data.com or non-Data.com services, that Main Services Agreement shall not apply to the Data Assessment provided hereunder.

You may not enter into this Agreement nor receive a Data Assessment if You are Our direct competitor, except with Our prior written consent. In addition, You may not receive a Data Assessment for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on April 4, 2022. This Agreement is effective between You and Us as of the earliest date on which You click on "I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS," and/or You use the Data Assessment application (the Agreement's "Effective Date").

1. Definition of Confidentiality. "Confidential Information" means (a) the business contact and account information provided by You to Us in connection with the Data Assessment; and (b) the Data Assessment technology and service We provide to You. For purposes of (a) above, You shall be deemed the "Discloser" and We shall be deemed the "Recipient. For purposes of (b) above, We shall be deemed the "Discloser" and You shall be deemed the "Recipient".

Confidential Information does not include information that: (i) is at the time of disclosure, or later becomes, generally known to the public through no fault of Recipient; (ii) was known to Recipient prior to disclosure by Discloser, as proven by written records of Recipient; (iii) is disclosed to Us by a third party who did not directly or indirectly obtain such information from Discloser subject to any confidentiality obligation; or (iv) is at any time independently developed by Recipient, as proven by written records of Recipient.

2. Non-Use and Nondisclosure Obligations. Recipient shall not, in any way, use or

disclose any Confidential Information of Discloser except as necessary in connection with the Data Assessment or with Discloser's prior written consent. Recipient shall not reverse engineer, disassemble or decompile any software or tangible objects embodying any Confidential Information of Discloser. Recipient shall not disclose or otherwise make available any Confidential Information of Discloser to anyone except those of its employees, attorneys, agents and consultants who need to know the Confidential Information in connection with the Data Assessment and who have previously agreed to be bound by confidentiality obligations no less stringent than those in this Agreement. Recipient shall safeguard all Confidential Information with at least the same degree of care (but no less than reasonable care) as it uses to safeguard its own confidential information. Recipient shall not disclose any information to Discloser in violation of any confidentiality obligations to any third party. Recipient's obligations under this Section with respect to any Confidential Information shall remain in effect for five (5) years from the date it first received such Confidential Information hereunder.

3. Security. We agree to maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Confidential Information. For the avoidance of doubt, the data assessment and evaluations contemplated hereunder require the storage and processing of Confidential Information in Our Data.com systems, which are separate and apart from the systems used to store and process Customer Data (as potentially defined in Your Main Services Agreement for Our CRM services, commonly referred to as 'Sales Cloud', 'Service Cloud' and/or 'Force.com').

4. Compelled Disclosure. If Recipient is compelled by law to disclose Confidential Information of the Discloser, it shall provide the Discloser with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Discloser's cost, if the Discloser wishes to contest the disclosure. Any such disclosure shall be limited to the extent required, and shall be subject to confidentiality protections to the extent reasonably practicable.

5. Ownership of Confidential Information and Other Materials. Discloser shall be the sole and exclusive owner of all of its Confidential Information and any Derivatives (as defined below) thereof, whether created by Discloser, Recipient or any third party, and no license or other rights to the Confidential Information or Derivatives are granted or implied hereby. "Derivatives" means: (i) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon or modification thereof; or (iii) for trade secret material, any new material derived from such trade secret material, including new material that may be protected by copyright, patent and/or trade secret. All tangible materials furnished to one party by the other shall remain the property of the party furnishing such materials and shall be returned to that party promptly upon its reasonable request, together with any copies thereof.

6. Rights and Licenses. You warrant that you have all necessary rights, licenses and permissions to provide the business contact and account data to Us for purposes of the Data Assessment and that you will respect all proprietary and privacy rights of third parties when providing such data to Us.

7. No Data Assessment Warranty. EXCEPT AS EXPRESSLY PROVIDED HEREIN,

THE DATA ASSESSMENT IS PROVIDED "AS-IS," WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE AND OUR LICENSORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NEITHER WE NOR OUR LICENSORS WARRANT THE COMPREHENSIVENESS, CORRECTNESS, OR ACCURACY OF ANY DATA ASSESSMENT RESULTS OR THAT THE DATA ASSESSMENT WILL BE UNINTERRUPTED, CURRENT OR ERROR FREE. WE AND OUR LICENSORS MAKE NO WARRANTY WHATSOEVER ABOUT THE LEGALITY OF THE DATA ASSESSMENT YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE DATA ASSESSMENT.

8. Indemnification. You shall defend Us and Our licensors against any claim, demand, suit or proceeding made or brought against Us by a third party arising from or based on Your breach of Section 6 (Rights and Licenses) of this Agreement (a "Claim Against Us"), and shall indemnify Us and Our Licensors for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle or defend any Claim Against Us unless You unconditionally release Us of all liability), and (c) provide to You all reasonable assistance, at Your expense.

9. LIMITATION OF LIABILITY. EXCEPT FOR YOUR INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY HEREUNDER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, DATA OR USE, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. Term and Termination. The term of this Agreement shall commence on the Effective Date and continue until this Agreement is terminated as provided in this Section. Either party may terminate this Agreement upon five (5) days' written notice of such termination to the other party. Notwithstanding the foregoing, all rights of a Recipient to use or disclose Confidential Information of Discloser shall automatically terminate upon any merger, stock acquisition, or corporate reorganization of Recipient, or sale of all or substantially all of Recipient's assets, where the surviving or controlling entity after the transaction is a direct competitor of the Discloser. Upon any termination of this Agreement, Recipient shall return to Discloser or destroy (at the option of Discloser) all tangible materials embodying Confidential Information of Discloser that were furnished to Recipient pursuant to this Agreement. Recipient's obligations under Section 2 shall survive any termination for the period described in that Section.

11. General Provisions.

11.1 Assessment and Evaluation Results. You acknowledge and agree that any

purchases of Our Data.com products or services are neither contingent nor dependent on the delivery or results of the assessment and/or evaluation results provided hereunder.

11.2 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 herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.3 Severability. Should any provision of this Agreement be held by a court to be unenforceable, such provision shall be modified by the court and interpreted so as to 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 full force and effect.

11.4 Assignment. Neither party shall assign or transfer, by operation of law or otherwise, any rights or obligations under this Agreement without the prior written consent of the other party, except in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets not involving a direct competitor of the other party.

11.5 Governing Law. This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of California, without regard to its conflict of laws provisions.

11.6 Venue. The state and federal courts located in San Francisco, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums.

11.7 Injunctive Relief. The parties acknowledge that a breach of any of the provisions contained in this Agreement will result in irreparable and continuing harm for which there will be no adequate remedy at law and that the non-breaching party shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

11.8 Export Control Laws. Each party shall comply with all United States and foreign export control laws or regulations applicable to its performance under this Agreement.

11.9 Entire Agreement and Construction. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. This Agreement does not supersede or amend any existing agreement between the parties for the purchase or use of either party's products or services.