

Pulsar SAAS AGREEMENT

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SERVICES AND/OR SOFTWARE OFFERED BY Pulsar, INC., A DELAWARE COMPANY ("Pulsar"). BY USING THE SOFTWARE AND/OR SERVICES IN ANY MANNER, ----- ("Customer") AGREES THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY AND A PARTY TO THE Pulsar SAAS AGREEMENT ("AGREEMENT"), AND ANY TERMS INCLUDED IN THE ORDER FORM(S) THAT YOU HAVE OR WILL EXECUTE FROM TIME TO TIME WITH Pulsar (EACH, AN "ORDER FORM"), WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE.

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 "Customer," "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 SERVICES.

1. Introductory Statements

Pulsar, Inc., a DELAWARE company ("Pulsar") makes available a SaaS solution known as "Pulsar Lead Engagement Automation" (hereafter referred to as "Pulsar Lead Engagement Automation") Pulsar Lead Engagement Automation uses proprietary models and artificial intelligence implementation to enable a bot to understand and respond to customer questions in the car dealership space, engage in responding to customer queries, and pass information to car dealership sales representatives upon certain buying signals being detected. Customer desires to have Pulsar provide Customer with the right to access and use the Pulsar Lead Engagement Automation, and Pulsar desires to provide Customer with the right to access and use the Pulsar Lead Engagement Automation, subject to and in accordance with the terms and conditions of this Agreement.

2. Definitions

1. **"Affiliate(s)"** shall mean any entity, whether incorporated or not, that is controlled by or under common control with Customer and its successors, and "control" (or variants of it) shall mean the ability whether directly or indirectly to direct the affairs of another by means of ownership, contract or otherwise.
2. **"Authorized User"** means any individual who has been authorized in accordance with the terms of this Agreement to access and use the Pulsar Lead Engagement Automation. Authorized Users may include, without limitation, Customer employees and independent contractors engaged by Customer.
3. **"Available"** means the Software shall be available for access and use by Customer.
4. **"Confidential Information"** shall be defined as all information of either Party hereto and their respective Affiliates (the "Disclosing Party") which is disclosed to the other Party (the "Receiving Party") in oral and/or written form that (i) relates to past, present and future research, development, business activities, products, and services; (ii) has been either identified, orally or in writing, as confidential by the Disclosing Party or would be understood to be confidential by a reasonable person under the circumstances; (iii) information that is disclosed in written form and that is clearly labeled as proprietary, confidential or with words of similar meaning; (iv) information that is disclosed orally or visually and that is identified as proprietary or confidential at the time of its disclosure and is summarized in a writing sent by the disclosing party to the other party within thirty (30) days of such disclosure; and (v) any information that due to its nature or the circumstances of disclosure would reasonably be deemed confidential. The terms and conditions of this Agreement will be deemed the Confidential Information of both parties. Notwithstanding the foregoing, "Confidential Information" shall not include information that (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party prior to the disclosure of such information from the disclosing party; (iii) is independently developed by the receiving party without the use of the disclosing party's Confidential Information; or (iv) the receiving party rightfully obtains from a third party who had the right to disclose such information without breach of any confidentiality obligation to the disclosing party.
5. **"Exceptions"** means when the Software is unavailable due to (i) Pulsar's inability to provide the Software due to a third party failure outside of the control of Pulsar; or (ii) Pulsar's scheduled downtime for maintenance or updates (which may occur no more than one time per week, Sundays from 2:00 a.m. to 4:00 a.m. Pacific Time).
6. **"Infrastructure Service"** shall mean the compute capacity, data storage, data transmission, network and related infrastructure services made available by an infrastructure service provider.
7. **"Intellectual Property Rights"** means patent rights, copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.
8. **"Order Form"** shall mean a written document signed by Customer and Pulsar, or an electronic form submitted by the Customer and accepted by Pulsar, that identifies the services that Customer has agreed to obtain from Pulsar, corresponding Terms, Fees and Service Levels for such services, certain restrictions and any other terms that Customer and Pulsar agree upon.

9. **"Regulators"** means any local, state, or federal representatives of government entity(ies) with direct or indirect oversight of Customer, including, but not limited to the United States, European Union, United Kingdom, Germany, Israel, India, and China.
10. **"Response Time"** means the elapsed time between the receipt of a Support Call and the target time within which Pulsar begins Support as verified by a verbal or written confirmation to Customer.
11. **"Service"** means the service(s) and/or deliverable(s) specified in a jointly-signed Order Form.
12. **"Software"** means Pulsar's machine-readable version of Pulsar Lead Engagement Automation as specified in an applicable Order Form. Software updates, patches, bug fixes, enhancements, upgrades and documentation (user, administrator, technical) are included in the definition of Software.
13. **"Standard Support Hours"** means Pulsar's usual office hours from 9:00 a.m. to 5.00 p.m., Monday through Friday, US Pacific Time, excluding holidays.
14. **"Subscription Period"** means the term during which Pulsar provides Customer access to the Software and the Services as defined on an applicable Order Form or herein.
15. **"Support"** means the provision during Standard Support Hours, of assistance by telephone, email, screen sharing, or Internet with respect to the Software and/or Service, including (i) clarification of functions and features of the Software and/or Service; (ii) guidance in the operation of the Software and/or Service; and (iii) error verification, analysis and correction by telephone, email, screen sharing, and/or Internet. Pulsar reserves the right to determine, in [at] its reasonable discretion, that Customer's request is beyond the scope of this Maintenance and Support Policy and that Support is not available with respect to such request. [Note: Does Pulsar have a Support Policy?]
16. **"Support Call"** means Support Call Severity 1, 2, or 3, jointly or separately, as placed with Pulsar or by Customer and as reasonably designated by Pulsar.
17. **"Third Party Products"** means the Infrastructure Service and any third party software, applications, or data which use or are available through the Pulsar Lead Engagement Automation and which require Customer to agree to and comply with a license agreement or terms of service associated with such products or services.
18. **"Unauthorized Use"** is defined as any use by Customer that does not conform to the standard operations and administrative functions of the Software as defined in user, technical and administrative documentation, as provided to Customer.

3. Services

1. **Scope.** Subject to Customer's compliance with the terms and conditions of this Agreement, Pulsar may provide Customer with access to the Pulsar Lead Engagement Automation, documentation and support systems, as more specifically defined in Order Forms. In the event of conflict between this Agreement and any Order Form, the order form shall prevail.
2. **Authorized Usage.** Customer may access and use the Pulsar Lead Engagement Automation solely for its internal business purposes and solely by the number of Authorized Users in accordance with the Order Form, provided that if no number of Authorized Users is stated in the Order Form then the fees will be based on then-current restrictions published by Pulsar. Customer will not permit access to or use of the Pulsar Lead Engagement Automation by anyone other than Authorized Users.
3. **Restrictions.** Customer will not: (i) sell, resell, rent or lease the Pulsar Lead Engagement Automation; (ii) reverse engineer the Pulsar Lead Engagement Automation; (iii) attempt to modify the Pulsar Lead Engagement Automation; or (iv) use the Pulsar Lead Engagement Automation to store any data or information that is unlawful. Customer may not access or use (or permit a third party to access or use) the Pulsar Lead Engagement Automation for purposes of monitoring the availability, performance or functionality of the Pulsar Lead Engagement Automation or for any other benchmarking or competitive purposes. Customer will not interfere with or disrupt the Pulsar Lead Engagement Automation or attempt to gain access to any related systems or networks to which access is restricted.
4. **Infrastructure Services.** Customer is responsible for selecting one or more Infrastructure Services. Customer's use of an Infrastructure Service is subject to the third party provider's fees and terms and conditions. Customer agrees to pay any applicable fees for the Infrastructure Services and comply with the then-current terms and conditions related to the Infrastructure Service. Customer's breach of the terms and conditions regarding the Infrastructure Service will be considered a breach of this Agreement.
5. **Third Party Products.** Customer's use of Third Party Products is subject to the additional terms and conditions of the third party providing such Third Party Products and may be subject to additional Fees. Customer agrees to comply with all such terms and pay any applicable Fees associated with Third Party Products.

6. **No Responsibility.** THE INFRASTRUCTURE SERVICES AND THIRD PARTY PRODUCTS ARE NOT Pulsar PRODUCTS AND ARE NOT PART OF THE Pulsar LEAD ENGAGEMENT AUTOMATION. Pulsar IS NOT RESPONSIBLE FOR THE INFRASTRUCTURE SERVICE OR THIRD PARTY PRODUCTS, OR FOR ANY ACTS OR OMISSIONS OF THE THIRD-PARTY PROVIDER OF THE INFRASTRUCTURE SERVICE OR THIRD PARTY PRODUCTS. Customer ACKNOWLEDGES THAT THE PROVIDER OF THE INFRASTRUCTURE SERVICE MAY IMPLEMENT PROCEDURES THAT WOULD MAKE IT DIFFICULT OR IMPOSSIBLE TO ACCESS CUSTOMER'S DATA OR THE RESOURCES MADE AVAILABLE VIA THE INFRASTRUCTURE SERVICE IN CERTAIN CIRCUMSTANCES (E.G., IN THE CASE OF A VIRUS, DENIAL-OF-SERVICE, OR SIMILAR ATTACK; TRANSMISSION OR STORAGE OF INFRINGING OR ILLEGAL CONTENT; USE FOR BULK EMAIL; USE THAT COULD OR DOES HARM THE THIRD PARTY'S NETWORKS OR SERVERS OR COMPROMISE SECURITY).

4. Customer Obligations

1. **Cooperation and Assistance.** Customer will at all times provide Pulsar with good faith cooperation and assistance and make available such information, facilities, equipment and personnel as may be reasonably required by Pulsar in order to provide Customer with the Pulsar Lead Engagement Automation.
2. **Security.** Customer will keep confidential and not disclose to any third parties, and will ensure that all Authorized Users keep confidential and do not disclose to any third parties, any user IDs, account numbers, passwords or other similar information for the Pulsar Lead Engagement Automation.
3. **Enforcement.** Customer will ensure that Authorized Users comply with the terms and conditions of this Agreement. Customer will promptly notify Pulsar of any suspected or alleged breach of this Agreement and will cooperate with Pulsar with respect to: (i) any investigation by Pulsar of any suspected or alleged violation of this Agreement or the Pulsar EULA; and (ii) any action by Pulsar to enforce the terms and conditions of this Agreement or any Pulsar End User License Agreement ("Pulsar EULA") signed by Customer. Pulsar may suspend or terminate any Authorized User's access to the Pulsar Lead Engagement Automation upon notice to Customer in the event that Pulsar reasonably determines that such Authorized User has breached this Agreement or the Pulsar EULA.
4. **Access Keys.** Customer may elect to provide Pulsar access to keys, credentials, or passwords ("Keys") to access Customer's applications and/or technology infrastructure. By providing Pulsar any such Keys, Customer authorizes Pulsar to use those Keys and to access Customer applications and infrastructure for the purpose of providing services under this Agreement.

5. Fees

1. **Fees.** In consideration for Pulsar providing the Pulsar Lead Engagement Automation, Customer will pay Pulsar the fees as set forth in Order Form, provided that if no fees are stated in the Order Form then the fees will be based on then-current pricing plans published by Pulsar.
2. **Payment Terms.** Customer prepays before the activation for the Pulsar Lead Engagement Automation subscription and set up fees as specified in the Order Form, Pulsar will invoice Customer monthly for the Fees due and payable for that month. Customer will pay each such invoice within ten (10) days following receipt of Pulsar's undisputed invoice. All invoices shall be paid in U.S. Dollars.
3. **Taxes.** All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding, and other taxes and duties. Customer will pay all taxes and duties assessed in connection with this Agreement and its performance by any authority within or outside of the U.S., except for taxes payable on Pulsar net income.
4. **Interest.** All amounts not paid when due under this Agreement will accrue interest daily (without the requirement of a notice) at a rate of 1.5% per month or the highest rate permissible by law, whichever is lower, until the unpaid balance is paid in full. Customer shall dispute invoices in good faith and in writing, to be received by Pulsar prior to the due date of the applicable, disputed invoice.

6. Ownership

1. **Reservation of Rights.** Customer acknowledges that, subject to the limited rights expressly granted hereunder, Pulsar exclusively own all rights, title and interests in and to the Pulsar Lead Engagement Automation, including all and all Intellectual Property Rights therein.
2. **Feedback.** Pulsar shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer and Customer's Authorized Users relating to the Pulsar Lead Engagement Automation. Notwithstanding anything to the contrary in this Agreement, Pulsar also shall be free to use for any purpose the Residuals resulting from access to or work with the Confidential Information of Customer, including but not limited to use of "residuals" in development, manufacture, marketing and maintenance of Pulsar's own products and services, provided that this use right does not and shall not represent a license to any valid patent, trade secret, or copyright of Customer. The term "residuals" means

Confidential Information in intangible form, which is retained in memory by persons who have had access to the Confidential Information, including ideas, concepts, know-how, or techniques contained therein.

7. Confidentiality

1. **Use and Nondisclosure.** During the term of this Agreement and thereafter, each party will not use the other party's Confidential Information for any purpose other than for the performance and enforcement of this Agreement and will not disclose the other party's Confidential Information to any party other than to those of its employees and contractors who need to know such Confidential Information for a party's performance and enforcement of this Agreement; provided that each such employee and contractor is bound by a written agreement that contains use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth in this Agreement. Each party will use the same efforts to protect the confidentiality of the other party's Confidential Information that it ordinarily uses to protect the confidentiality of its own confidential information of like importance, but in no event less than reasonable efforts.

2. **Permitted Disclosure.** The foregoing provision of this Section 7 will not restrict either party from disclosing the other party's Confidential Information or the terms and conditions of this Agreement: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement; (ii) on a confidential basis to its legal or professional financial advisors; (iii) as required under applicable securities regulations; or (iv) on a confidential basis to present or future providers of venture capital and/or potential private investors or acquirers of such party.

8. Warranty and Support

1. **Limited Warranty.** Pulsar warrants to Customer that the Pulsar Lead Engagement Automation will provide the functionality specified in Pulsar's then-current technical documentation for the Pulsar Lead Engagement Automation, which documentation, is available at www.pulsar.ai/documentation. In the event that the Pulsar Lead Engagement Automation fails to conform to the foregoing warranty, as Customer's sole and exclusive remedy and Pulsar's sole and exclusive liability for any breach of such warranty, Pulsar will modify the Pulsar Lead Engagement Automation to correct the non-conformity.

2. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 1.8.1, Pulsar DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT AND THE PULSAR LEAD ENGAGEMENT AUTOMATION, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. Pulsar DISCLAIMS ANY WARRANTY THAT THE PULSAR LEAD ENGAGEMENT WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED.

3. **Support.** Pulsar will provide Customer and Authorized Users with support for the Pulsar Lead Engagement Automation in accordance with the terms set forth in Order Form.

9. Indemnification

1. **Indemnification by Customer.** Customer will defend Pulsar against any action or suit brought against Pulsar by a third party in connection with Customer's use of the Pulsar Lead Engagement Automation (other than a claim for which Pulsar is responsible under Section 8.1), and will indemnify and hold Pulsar harmless for any costs and expenses incurred by Pulsar and any damages awarded in final judgment or paid in settlement by Pulsar with respect to any such claim; provided that Pulsar: (i) promptly gives Customer written notice of the claim; (ii) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle any claim unless the settlement unconditionally releases Pulsar from all liability); and (iii) provides Customer with all information and assistance that is reasonably necessary for the defense and settlement of the claim, at Customer's expense. Pulsar reserves the right to retain counsel, at Pulsar's sole expense, to participate in the defense of any such claim.

2. **Indemnification by Pulsar.** Pulsar shall defend and indemnify, at its own expense, and hold Customer, its affiliates, and their respective partners, employees, agents and assigns, harmless from and against any and all third party claims against Customer that arise due to (i) a claim or allegation that the Software and/or Service (or use thereof) infringes a patent, copyright or involves the misappropriation of a trade secret, intellectual property or other proprietary assets of a third party; (ii) any loss of Confidential Information; or (iii) failure to comply with the obligations set forth in the Audit Rights / Data Privacy and Security / Security Breach section of this Agreement. Pulsar will pay any and all losses, demands, costs and expenses (including without limitation court costs and reasonable lawyer fees), as well as any and all damages, settlements and awards that are awarded against Customer or agreed to in settlement for any such claim or allegation, provided that Customer gives Pulsar: (a) prompt written notice of any such claim or threatened claim; (b) sole control of the defense, negotiations and settlement of such claim; and (c) full cooperation, as reasonably necessary, in any defense or settlement of the claim (at Pulsar's cost).

3. **Exclusions.** Notwithstanding the foregoing, Pulsar will have no liability for any claim of any kind to the extent

it results from: (a) Customer's unauthorized modification of the Software or Service made other than by Pulsar and such modification was the cause of the infringement; (b) Customer's unauthorized combination, operation or use of the Software or Service with any product or services not supplied by Tonmi to the extent such claim could have been avoided if the products or services were not used in such combination; (c) failure of Customer to use latest updates or modifications provided by Pulsar, if the latest updates or modifications would have avoided infringement and such updates and modifications were made available to Customer; or (d) compliance by Pulsar with specific designs, plans or specifications furnished by or on behalf of Customer to the extent such claim could have been avoided without existence of such designs, plans, or specifications.

Sole Remedy. The provisions of this section set forth Pulsar's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement of intellectual property rights of any kind.

10. Limitation of Liability

1. **Exclusion of Damages.** EXCEPT AS STATED IN THIS PARAGRAPH 10.1, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF INCOME, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR THE COST OF SUBSTITUTE SERVICES, OR OTHER ECONOMIC LOSS, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except with respect to each Party's Indemnification and Confidentiality obligations, and the Pulsar's warranties set forth herein or for either party's gross negligence or willful misconduct (for which there is no limit), for claims of personal injury, death, damage to property, breach of contract, and all other claims neither party shall be liable or obligated under any breach of this Agreement for any amounts in excess of the aggregate of ten times fees paid to Pulsar or one million dollars, whichever is greater.

2. **Acknowledgement.** The parties acknowledge that the limitations and exclusions contained in this Section 10 and elsewhere in this Agreement have been the subject of negotiation between the parties and represent the parties' agreement based upon the perceived level of risk associated with their respective obligations under this Agreement and the payments made hereunder. Accordingly, the parties agree that such limitations and exclusions will survive and apply even if any exclusive remedy specified in this Agreement is found to have failed of its essential purpose.

11. Term and termination

1. **Term.** Subject to earlier termination as provided below, the initial term for each Subscription Account shall be set forth in the Order Form, provided that if no initial term is stated in the Order Form then the initial term shall be one (1) calendar month. Following completion of the initial term, this Agreement shall automatically renew for an additional period equal to the previous term (each, a "Renewal Term" and collectively with the initial term, the "Term"), unless either party has terminated this Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the end of the then-current Term. Upon termination of this Agreement by Customer or Pulsar, Pulsar may retain any payments made to Pulsar and all unpaid fees, including fees for the remainder of the then-current Term, will become immediately due and payable.

2. **Termination for Cause.**

2.1 **By Customer:** Customer may terminate this Agreement in the event (i) Pulsar is unable to cure any noncompliance or breach of this Agreement within a reasonable period of time not to exceed thirty (30) days; or (ii) immediately upon breach of (a) Indemnification provisions or (b) Confidential Information (for which there is no cure period).

2.2 **By Pulsar:** Pulsar may terminate this Agreement in the event (i) Customer is unable to cure any noncompliance or breach of this Agreement within a reasonable period of time not to exceed thirty (30) days; or (ii) immediately if Customer is found, by a court of competent jurisdiction, to have willfully violated Pulsar's Intellectual Property, License Grant or Confidentiality provisions of this Agreement (for which there is no cure period).

3. **Effect of Termination.** Upon the expiration or termination of this Agreement, for any reason, Customer shall cease using the Software. Each Party shall promptly return or certify destruction of Confidential Information or property of the other Party that were received from the other Party pursuant to this Agreement. Each Party will bear the cost of returning and/or certifying destruction of the other Party's Confidential Information.

4. **Termination in the Event of Default.** Pulsar reserves the right to suspend Customer's rights to use Pulsar Lead Engagement Automation (in whole or in part) if Customer is in default of any payment obligation with respect to any of the services or if any payment mechanism Customer has provided to Pulsar is invalid or charges are refused for such payment mechanism, payment is more than thirty (30) days overdue, and Customer fails to cure such payment obligation default or correct such payment mechanism problem within five (5) days of receiving notice. For the avoidance of doubt, Customer's payment obligations under this Agreement shall not be suspended or terminated if Pulsar suspends or terminates this Agreement pursuant to Section 11.2.

5. **Termination by Necessity.** Pulsar may suspend or terminate Customer's access to Pulsar Lead Engagement Automation upon written notice in order to: (a) prevent damage to or degradation of, Pulsar Lead Engagement Automation; (b) comply with any law, regulation, court order, or other governmental request or order which requires immediate action; or (c) otherwise protect Pulsar from potential legal liability. If suspended, Pulsar will promptly restore use of Pulsar Lead Engagement Automation to Customer as soon as the event giving rise to the suspension has been resolved to Pulsar's satisfaction.

6. **No Termination for Convenience.** Neither Party has the rights to terminate this Agreement for convenience. Unless otherwise agreed by the Parties, this Agreement will terminate and the end of the Subscription Period.

7. **Loss of Access.** Upon termination of the Agreement for any reason, Customer will have no further right to access and use Pulsar Lead Engagement Automation. IN NO EVENT WILL PULSAR HAVE ANY LIABILITY TO CUSTOMER OR ITS CUSTOMER'S RELATED TO CUSTOMER'S LOSS OF ACCESS TO INFRASTRUCTURE SERVICES, INCLUDING ANY CUSTOMER DATA THEREIN, FOLLOWING SUSPENSION OF SERVICES OR TERMINATION OF THIS AGREEMENT.

8. **Survival.** The rights and obligations of the parties under Sections 3.6, 5, 6, 9, 1.11.3, 11.7, and 12 will survive any expiration or termination of this Agreement.

12. General

1. **Assignment.** Neither party may assign or transfer this Agreement, in whole or in part, without the other party's written consent except in the event of a Change of Control (as defined below). Any attempted assignment or transfer in violation of this Section will be void. "Change of Control" means, with respect to a party: (i) the direct or indirect acquisition of either: (a) the majority of voting stock of such party or (b) all or substantially all of the assets of such party, by another entity in a single transaction or a series of transactions; or (ii) the merger of such party with another entity. Subject to the foregoing restrictions, this Agreement will inure to the benefit of the successors and permitted assigns of the parties.

2. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of DELAWARE, without regard to (i) its conflict of law provisions, and (ii) the applicability, if any, of the United Nations Convention on Contracts for the International Sale of Goods. Each party consents to, and agrees that each party is subject to the exclusive jurisdiction of the state and federal courts of Santa Clara County California, or at Pulsar's election, the state and federal courts of New York County, New York or Delaware (whether an action is originally filed therein or transferred thereto) with respect to any actions for enforcement of or breach of this Agreement.

3. **Dispute Resolution.** The Parties agree that, in the event of a dispute or alleged breach, the Parties will work together in good faith to resolve the matter internally by escalating it to higher levels of management and, if necessary, to use a mutually agreed upon alternative dispute resolution mechanism prior to resort to litigation.

4. **Waiver.** The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

5. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

6. **Notices.** All notices, requests, claims, demands and other communications hereunder shall be in writing. Such notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, (iv) by fax or (v) by e-mail and such notices shall be addressed as specified on then-current Order Form. Notices so given shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth day following mailing, whichever occurs first. Provided that if no address is stated in the Order Form then the notices made by Pulsar will be provided to Customer via the email address provided to Pulsar in Customer's registration for the Pulsar Lead Engagement Automation or in any updated email address Customer provides to Pulsar in accordance with standard account information update procedures Pulsar may provide from time to time. It is Customer's responsibility to keep the email address current and Customer will be deemed to have received any email sent to any such email address, upon Pulsar sending of the email, whether or not Customer actually receives the email.

7. **Relationship Between the Parties.** Nothing in this Agreement will be construed to create a partnership, joint venture or agency relationship between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without such other party's prior written consent.

8. **Force Majeure.** Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of events beyond the reasonable control of such party, which may include without limitation denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the non-performing party will promptly notify the other party and will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

9. **Entire Agreement.** This Agreement together with the exhibits and Order Forms hereto constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of this Agreement.

10. **Non-Exclusive Remedies.** Except as expressly set forth in this Agreement, the exercise by either party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

11. **Construction of Agreement.** The parties acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting thereof, and that this Agreement will not be construed in favor of or against either party solely on the basis of a party's drafting or participation in the drafting of any portion of this Agreement.

12. **Changes to Agreement.** Pulsar may add or modify the terms of this Agreement by providing notice to Customer. Such modifications will be deemed to be effective at the beginning of the next Renewal Term.