

Effective as of: July 4th, 2021

Thank you for your interest in Parsley. These Terms of Service are a legally binding agreement between Parsley Services LLC. (“**Parsley**”, “the **Company**”, “**we**” or “**us**”) and between you (“**Licensee**” or “**you**”) and constitute legal basis for your access and use of Parsley’s proprietary online software which assists businesses to extract information from publicly accessible web pages and profiles, and add that data to their company owned databases. Accessible on a Software as a Service basis, including through the use of an API, integrated application, browser extension, downloadable software or Parsley’s website (the “**Solution**”). The Solution, the Parsley website (www.getparsley.net) (“**Site**”), and any feature, functionality, data and content therein will be herein referred to as the “**Services**”.

Please read the Terms carefully before installing or using our Services. By accessing, using, downloading or installing our Services you acknowledge that you have read these Terms of Service and our Privacy Policy which is incorporated herein by reference, as may be amended from time to time (collectively “**the Terms**”). These Terms shall govern any and all kinds of use and features offered via the Services as may become available from time to time. You agree to be bound by these Terms and to fully comply with them. If you do not agree to any of the Terms you should immediately stop using the Services. In this case, you may not download, copy, access or install the Solution or use any of our Services in any manner whatsoever.

The Services are not offered to individual users. Licensee hereby represents and warrants that it has the right to provide Parsley with the information provided through the Services, and that, if Licensee’s email account is owned by its employer, Licensee is authorized to sign up for the Services. If Licensee does not have such right or authorization, Licensee may not use the Services. By subscribing to the Services, Licensee’s representative subscribing to the Services will bind the legal entity on behalf of whom it is subscribing.

1. **Software as a Service.** Subject to the terms and conditions of these Terms, Parsley grants to Licensee a non-exclusive, non-sublicensable, non-transferable and limited right throughout the applicable subscription period, to use and access the Solution solely for Licensee’s internal business use and for Licensee’s own operations to such number of End Users, all as specified in the applicable Purchase Order. “End User” means a single individual user who has registered to the Solution through access provided by the administrator of Licensee. Any individual who uses the Solution under the Agreement must be provisioned as an End User. The Licensee is solely responsible for the access to the Solution granted to End Users and it is the Licensee’s sole responsibility to add or remove

access rights of End Users. Licensee may continue to use the Data after the termination of the Agreement subject to the restrictions set forth below.

2. **Creating an Account.** In order to fully use the Services, you must register and create an account. Creating your account can be done by providing specific details (e.g. full name; email address; etc.) through the Site. You agree to keep your account credential secret and secure. You also agree to inform us immediately of any unauthorized use of your account. By accepting the Terms, you declare that you are responsible for all activities taken under your account. Once you create an account, you will automatically join our mailing list. You can choose to remove your email address from that mailing list by choosing the “unsubscribe” link at the bottom of any email communication we send to you. We may cancel your access to the Services and terminate your account, at our sole consideration, at any time and for any reason, with or without notice to you. Upon any termination, discontinuation or cancellation of Services or your account, all provisions of these Terms which by their nature should survive will survive, including, without limitation, licenses and ownership provisions, warranty disclaimers, limitations of liability, indemnity, and dispute resolution provisions.

3. **Changes to the Terms.** We reserve the right to modify, change to, suspend or discontinue, temporarily or permanently the Solution, Services or any portion of which (the “**Changes**”) with or without notice with no liability, at any time and for any reason, including without limitation any Changes which may be done automatically for the purpose of improving, enhancing or de-bugging versions of the Solution or other aspects of the Services. We will notify you of any material change via the Site or Services (including without limitation by sending you an email notification) by any other form prior to those material changes becoming effective. Otherwise, any other, non-material change, will be effective upon the “last updated” date stated at the top of these Terms.

Your continued use of the Solution or Services, following any such revisions, constitutes your complete and irrevocable acceptance of such Changes. If you do not agree with the new/modified Terms, your sole remedy is to discontinue using the Solution and the Services and cancel your registration.

4. **Support Services.** Parsley will provide reasonable support for the Services. Parsley created different tools to help users address frequently asked questions and additional technical and general support issues. In addition, Parsley tests

frequent updates, maintenance, error shooting and additional means in order to improve the Services. However, Parsley does not undertake to keep operating any of the above, and reserves the right to change, reduce, limit or terminate its maintenance and support efforts.

5. **Intellectual Property Rights.** All intellectual property rights in the Database, the Solution and any part thereof and any and all derivatives, changes and improvements thereof lie exclusively with Parsley. Parsley's profiles may reference links to other web sites (the "**Linked Sites**"). Parsley neither endorses nor is affiliated with the Linked Sites and is not responsible for any of the content on the Linked Sites. Licensee shall not use any trade name, trademark, service mark, brand or logo of Parsley, or any link to a Parsley website, for any purpose other than in connection herewith, including, without limitation, in any communications using Data from Parsley, without Parsley's prior written consent.

6. **Licensee Obligations.** Licensee shall not and shall not permit any other third party to: (i) attempt to interfere with the Solution, infiltrate, hack, reverse engineer, decompile, or disassemble the Solution or the Database; (ii) use the Data for other than the Licensee's internal business purposes (which is understood to include marketing to prospective and current Licensees or recruitment purposes); (iii) publish, distribute, share, sell, lease, transfer or otherwise make the Data available to any third person or entity and will use its best efforts to prevent the misuse or unauthorized use of the Data by any third person or entity; (iv) sub-license its right to access and use the Solution or provide remote access to the Solution to or for the benefit of any third party or any unauthorized person; (v) use the Data to compile similar databases or services; (vi) use the Solution to determine a consumer's eligibility for credit or insurance for personal, family or household purposes, employment or governmental license or benefit or for any purpose covered by the Fair Credit Reporting Act; (vii) violate third parties' rights to privacy and other rights; (viii) use the Solution in any way which can be deemed to be stalking, offensive, abusive, defamatory, fraudulent or deceptive, threatening, advocating harassment or intimidation; (ix) use the Solution or the Data in violation of any applicable law or in any way which promotes illegal activities, including, without limitation, privacy and data protection and SPAM laws; (x) disparage or misrepresent the capabilities or reputation of Parsley; and (xi) disclose the source of the Data provided by Parsley. In any use of the Data, Licensee agrees to comply with all

applicable data protection, security, marketing or privacy-related laws, statutes, directives or regulations, including but not limited to: (a) General Data Protection Regulation (“**GDPR**”) together with any amending or replacement legislation, any EU Member State or United Kingdom laws and regulations promulgated thereunder, (b) the California Consumer Privacy Act of 2018 and the California Consumer Privacy Act Regulations (“**CCPA**”) together with any amending or replacement legislation, (c) Brazil’s General Data Protection Law (“**LGPD**”), (d) Federal CAN-SPAM Act of 2003 and Canada’s Anti-Spam Legislation together with any amending or replacement legislation, and (e) and all other equivalent laws and regulations in any relevant jurisdiction relating to Personal Data and privacy, as each may be amended, extended or re-enacted from time to time. In case of any violation of the restrictions in this Section Parsley may immediately suspend Licensee’s access to the Solution. In addition to any other damages it may be entitled to under law, should Licensee or any person using the Solution through Licensee’s account knowingly breach any material term of this Agreement, Parsley shall have a right to injunctive relief, including attorneys’ fees and court costs, as required to cure the breach.

7. **Privacy.** Parsley will process Personal Data in accordance with the Privacy Policy which is available at: <https://www.getparsley.net/privacy>

8. **Confidentiality.** Each party may have access to certain non-public proprietary, confidential information or data of the other party, regardless of the manner in which it is furnished, which given the totality of the circumstances, a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive (together, the “**Confidential Information**”). For clarification, the fact that the parties entered into this Agreement, and the contents of this Agreement, shall be deemed Confidential Information. Confidential Information shall exclude any information that (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the disclosing party; (iii) receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of this Agreement; or (iv) the receiving party can demonstrate in its records to have independently developed, without breach of Agreement or any use of or reference to the Confidential Information. The receiving party agrees:

(a) not to disclose the disclosing party's Confidential Information to any third parties other than to its directors, officers, employees, advisors or consultants (collectively, the "**Representatives**") on a strict "need to know" basis only and provided that such Representatives are bound by written agreements to comply with confidentiality obligations as protective as those contained herein; (b) not to use or reproduce any of the disclosing party's Confidential Information for any purposes except to carry out its rights and responsibilities under the Agreement; and (c) to keep the disclosing party's Confidential Information confidential using at least the same degree of care it uses to protect its own confidential information, which shall in any event not be less than a reasonable degree of care. Notwithstanding the foregoing, if receiving party is required by legal process or any applicable law, rule or regulation, to disclose any of disclosing party's Confidential Information, then prior to such disclosure, receiving party will give prompt written notice to disclosing party so that it may seek a protective order or other appropriate relief.

9. **Warranties.** Each party represents and warrants that (i) these Terms and accompanying Purchase Orders issued pursuant to these Terms, constitute a legal, valid and binding obligation, enforceable against it in accordance with the terms of this Agreement, and (ii) its execution and delivery of the Agreement and its performance hereunder will not violate any applicable law, rule or regulation. In addition, Licensee hereby represents and warrants that Licensee is not a data broker.

10. **Indemnification.** Licensee agrees to defend, indemnify and hold harmless Parsley, its directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Licensee's use of and access to the Services; (ii) Licensee's violation of any term of these Terms; (iii) Licensee's violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that Licensee's acts or omissions caused damage to a third party.

Under no circumstances whatsoever will Parsley be liable in any way for any actions made with the Data by the Licensee, its employees, agents, partners, service providers, sub-processors or any other third party.

11. **Disclaimer of Warranties.** PARSLEY PROVIDES THE SOLUTION AND THE DATA TO LICENSEE, ON AN “AS IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, PARSLEY DOES NOT WARRANT THAT THE SOLUTION, THE DATA OR ANY SERVICES RELATED THERETO WILL BE DELIVERED OR PERFORMED ERROR-FREE OR WITHOUT INTERRUPTION. PARSLEY OPERATES AS A INTERMEDIARY DATA PLATFORM. MOST OF THE INFORMATION IT PROCESSES IS NOT CREATED DIRECTLY BY PARSLEY, BUT IS RETRIEVED FROM THE WEB OR FROM THE CONTRIBUTION OF RELEVANT DATA FROM OTHER USERS AND BUSINESS PARTNERS AND AS SUCH, PARSLEY AND ITS CONTENT PROVIDERS SHALL NOT HAVE ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY DATA PROCESSED THROUGH USE OF THE SOLUTION. LICENSEE ASSUMES ALL RESPONSIBILITY AND RISK FOR LICENSEE’S USE OF THE SOLUTION AND THE DATA.

12. **Limitation of Liability.** IN NO EVENT WILL PARSLEY BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF THIS AGREEMENT, THE DPA, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT PARSLEY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE INDEMNITY OBLIGATIONS UNDER SECTION OR FOR WILLFUL MISCONDUCT, Parsley’S MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEE PAID BY LICENSEE TO PARSLEY DURING THE 12 MONTHS PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.

13. **Consideration; Tax.** The use of certain Parsley Services may be subject to payment of particular fees (“**Fee(s)**”), as determined by Parsley in its sole discretion (“**Paid Services**”). Parsley will provide notice of such Fees then in

effect in relation to such Services. Unless stated otherwise in the Purchase Order, any consideration fee for the Service shall be due and payable in advance and shall be paid by credit card in accordance with the instructions. If no payment schedule is specified for any Subscription Fees under PO, the entire amount shall be payable within 30 days following activation of the Service.

Parsley reserves the right to change its Fees at any time, upon notice to you if such change may affect your existing subscriptions. If you received a discount or other promotional offer, Parsley shall have the right to automatically and without notice renew your subscription to such Parsley Service(s) at the full applicable Fee.

All Fees shall be deemed to be in U.S. Dollars. To the extent permitted by law (and unless specified otherwise by Parsley in writing), all Fees are exclusive of all taxes (including value added tax, sales tax, goods and services tax, etc.), levies or duties imposed by taxing authorities (“**Taxes**”), and you shall be responsible for payment of all applicable Taxes relating to your use of the Parsley Services, or to any payments or purchases made by you. If Parsley is obligated to collect or pay Taxes for the Fees payable by you, and whether or not such Taxes were added and collected from you for previous transactions, such Taxes may be added to the payment of any outstanding Fees and will be reflected in the Invoice for such transaction. We recommend that you verify the existence of any additional fees you may be charged by third parties in connection with the purchase of Services or in connection with the renewal thereof (such as international transaction fees, currency exchange fees or fees due to banks or credit card companies). Parsley is not responsible for any such additional fees or costs.

Parsley may suspend or discontinue Licensee’s access to the Solution in case of failure to pay the Fee on the date due. Any amounts payable to Parsley by Licensee that remain unpaid after the due date shall be subject to a late charge equal to 1.5% of the invoice amount per month from the due date until such amount is paid. Licensee shall pay all collection fees, including legal expenses, with respect to the collection of late payments. All payments under this Agreement are non-refundable.

Your use of the Parsley Services will not resume until you re-subscribe for any such Parsley Services, and pay any applicable Fees in full, including any fees and expenses incurred by Parsley and/or any Third Party Services for each Chargeback received (including Fees for Parsley Services provided prior to the Chargeback, handling and processing charges and fees incurred by the payment processor).

We reserve our right to dispute any Chargeback received, including by providing the relevant credit card company or financial institution with any information and

documentation proving that the User responsible for such Chargeback did in fact authorize the transaction and make use of the services rendered thereafter.

14. Subscription Auto-Renewals. In order to ensure that you do not experience any interruption or loss of services, certain Paid Services include an automatic renewal option by default, according to which, such Paid Services will automatically renew upon the end of the applicable subscription period, for a renewal period equal in time to the original subscription period (excluding extended periods) and, unless otherwise notified to you, at the same price (subject to applicable Taxes changes and excluding any discount or other promotional offer provided for the first period) (“**Renewing Paid Services**”). For example, if the original subscription period for a Service is one year, each of its renewal periods (where applicable) will be for one year. Accordingly, where applicable, Parsley will attempt to automatically charge you the applicable Fees using the same means of payment, within up-to two (2) weeks before such renewal period commences. In the event of failure to collect the Fees owed by you, we may in our sole discretion (but shall not be obligated to) retry to collect at a later time, and/or suspend or cancel your User Account, without further notice. If your Renewing Paid Service is subject to a yearly or multiple-year subscription period, Parsley will endeavor to provide you notice prior to the renewal of such Paid Service at least thirty (30) days in advance of the renewal date.

You may turn-off the auto-renewal option for Renewing Paid Services at any time via your User Account or by visiting Parsley Help Center.

15. Term; Termination. This Agreement commences on the date of Fee payment by the Licensee, unless agreed otherwise in the applicable Purchase Order, shall continue in effect for the subscription period (the “**Initial Term**”) and for any successive subscription periods (each, a “**Renewal Term**”), (the Initial Term and any Renewal Term thereafter are collectively referred to as the “**Term**”).

You may request to terminate this Agreement (and the Services) at any time, in accordance with the instructions available on the Parsley Services. The effective date and time for such cancellation shall be the date and time on which you have completed the cancellation process on the Parsley Services, and the effective date for cancellation of Paid Services shall be at the end of such Paid Services’ subscription period.

Notwithstanding anything to the contrary in the foregoing, with respect to subscriptions to Renewing Paid Services, such subscription will be discontinued only upon the expiration of the respective period for which you have already made payment. Please note that as the cancellation process may take a few days, in order to avoid the next

automatic renewal and respective charge the cancellation request should be made at least fourteen (14) days prior to the expiration of the then-current service period

Parsley may terminate this Agreement by giving written notice to Licensee if: (i) the Licensee materially breaches this Agreement and fails to cure the breach within seven days after being given written notice thereof; or (ii) the Licensee is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party or any petition by or on behalf of such party is filed under any bankruptcy or similar laws. Upon termination or expiration of this Agreement for any reason whatsoever, Licensee will (i) immediately cease use of the Solution; and (ii) all payments will be accelerated and become due and payable.

In addition, upon the termination of this Agreement by Parsley for cause due to Licensee's breach of the Agreement, Licensee shall: (i) immediately provide Parsley a complete list of all third parties to which Licensee disclosed the Data; and (ii) irrevocably delete, and cause any third party that the Licensee has provided any Data to delete any and all Data, except for Data that was already known to Licensee or that was already in Licensee's possession prior to obtaining it through the use of the Solution. Licensee will provide Parsley with a notice, signed by an officer of the Licensee, confirming that Licensee complied with the provisions of this paragraph.

16. Governing Law.

1. Regardless of the Licensee's country of incorporation, the Agreement, including the arbitration agreement referred to in Section Arbitration Procedures and Fees., will be interpreted in accordance with the laws of the State of Oregon, without regard to the principles of conflict of laws. Any disputes arising out of or in connection with the Agreement shall be brought exclusively before the competent courts of the State of Oregon.

17. Arbitration Procedures and Fees.

1. Both parties agree to resolve any disputes through final and binding arbitration as detailed herein. Before filing a claim, both parties agree to try to resolve the dispute informally, and undertake to take reasonable

efforts to contact each other to resolve any claim before taking any formal action. If a dispute is not resolved within 15 days after the first notification of dispute is sent, each party may initiate an arbitration proceeding as described below. The parties hereby agree to pursue an arbitration proceeding in order to resolve the dispute quickly and efficiently, and to reduce the costs imposed on the parties.

2. The parties agree that the American Arbitration Association (“**AAA**”) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes in effect at the time arbitration is sought. Those rules are available at www.adr.org. Arbitration will proceed on an individual basis and will be handled by a sole arbitrator in accordance with those rules. Both parties further agree that the arbitration will be held in Portland, Oregon, or, at Licensee election, will be conducted telephonically or via other remote electronic means. The AAA rules will govern payment of all arbitration fees.
18. **Miscellaneous.** These Terms set forth the entire understanding between the parties with respect to the subject matter herein, and supersedes all prior and contemporaneous written agreements and discussions concerning the subject matter of this Agreement. In the case of a conflict between the Agreement and a Purchase Order, the Terms shall prevail. Licensee agrees that Parsley may disclose the fact that Licensee is a client of Parsley. While this Agreement is in effect, the Licensee grants Parsley the right to reference Licensee’s company name and logo in marketing materials and on Parsley’s website until Licensee’s use of the Solution is discontinued. If any provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, such clause shall be interpreted as necessary to give maximum force to the provisions thereof, and the validity and enforceability of the remainder of Agreement shall not be affected. The failure of either party to enforce at any time the provisions of the Agreement shall not be interpreted to be a waiver of such provisions or of the right of such party to enforce each and every such provision. All notices given under this Agreement shall be in writing and shall be deemed to have been duly given: when delivered, if delivered by messenger during normal business hours of the recipient; when sent, on the third business day following posting, if posted by international air mail. Licensee may not transfer or assign its rights or obligations under this Agreement to any third party. Any purported assignment

contrary to this section shall be void. Notwithstanding, each party shall be entitled to assign its rights and obligations under this Agreement, in whole or in part, to any related entity or upon a merger, acquisition or sale of all or substantially all its business, without the need to obtain the consent of the other party.

19. Contact Us

If you have any additional questions on our privacy practices, please feel free to address us at support@getparsley.net, or contact us at. In addition, if you have questions or concerns regarding our Terms, you should contact us by email at support@getparsley.net or at:

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