NINTEX MASTER SUBSCRIPTION AGREEMENT

This Nintex Master Subscription Agreement ("Agreement") is between Nintex and the customer that has purchased a subscription to the Service ("Customer"). "Nintex" means the Nintex affiliate designated on the applicable Order Form (as defined below). If you are an individual using the Service on behalf of a corporation, partnership, or other entity, then that entity will be the Customer, and you represent and warrant that you are authorized to enter into this Agreement on behalf of such entity and bind such entity to the terms and conditions of this Agreement. Each of Nintex and Customer is a "Party" and together they are the "Parties."

This Agreement applies only to the Service listed in the applicable Order Form or any amendment thereto. Nintex reserves the right to make other Nintex software or services available under separate agreements. This Agreement includes any attachments and referenced policies, including without limitation the applicable Nintex Support Policy and Order Form entered into between the Parties.

Customers are responsible for maintaining active licenses and complying with all applicable agreements for all Connected Services and Deployment Environments.

From time to time, Nintex may modify this Agreement. Unless otherwise specified by Nintex, changes become effective for existing subscription Customers upon renewal of the then-current Subscription Term. Customer may be required to click to accept the modified Agreement before using the Nintex Service in a Renewal Subscription Term, and in any event, continued use of the Service during the Renewal Subscription Term will constitute Customer's acceptance of the version of the Agreement in effect at the time the Renewal Subscription Term begins.

IMPORTANT: IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS, CUSTOMER MAY NOT ACCESS OR USE THE SERVICE. BY CHECKING THE ACCEPTANCE BOX OR INSTALLING OR USING ANY PORTION OF THE SERVICE, CUSTOMER IS ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. SERVICE SUBSCRIPTION

1.1 Provision of Service. The Service is provided by Nintex on a subscription basis for a set term designated herein or in the applicable Order Form. The Service may be delivered to Customer: (a) as software to be installed on Customer's designated on-premise server; (b) for integration with Customer's designated Deployment Environment, and/or (c) as an online service, as designated in the applicable Order Form.

1.2 Trial Access. If Nintex has made available to Customer free, trial, or evaluation access to the Service ("Trial Access"), such access is limited to evaluating the Service to determine whether to purchase a subscription from Nintex. Customer may not use Trial Access for any other purposes, including but not limited to competitive analysis, commercial, professional, or for-profit purposes. Nintex has the right to terminate Trial Access at any time. Unless Customer purchases a subscription for the Service, upon any such termination or expiration Customer's Trial Access will cease. If Customer purchases a subscription to the Service, all of the terms and conditions in this Agreement will apply to such

purchase and the use of the Service. NOTWITHSTANDING ANYTHING IN THIS AGREMEENT TO THE CONTRARY, NINTEX WILL HAVE NO WARRANTY, INDEMNITY, SUPPORT, OR OTHER OBLIGATIONS WITH RESPECT TO TRIAL ACCESS.

1.3 License to Use the Service. Nintex owns all rights, title and interest in and to the Service. Nintex hereby grants Customer a non-exclusive, non-transferable, right to access and use the Service, solely for its own internal business purposes during the Subscription Term, subject to the terms and conditions of this Agreement and any restrictions and limitations designated in the applicable Order Form. Subject to the limited rights expressly granted hereunder, Nintex reserves all rights, title, and interest in and to the Service, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

1.4 Restrictions. Customer must not (a) modify, copy or create any derivative works based on the Service; (b) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a Service bureau, or otherwise make the Service available to any third party; (c) frame or mirror any content forming part of the Service, other than on

Customer's own intranet for Customer internal business purposes as permitted in this Agreement; (d) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (e) use the Service to store or transmit Harmful Code, (f) interfere with or disrupt the integrity or performance of the Service, (g) attempt to gain unauthorized access to the Service or its related systems or networks, (h) permit direct or indirect access to or use of the Service in a way that circumvents the Purchased Volumes or any other applicable contractual usage limit, (i) reverse engineer or decompile any portion of the Service, including but not limited to, any software utilized by Nintex in the provision of the Service, except to the extent required by applicable law; (j) access the Service in order to build any commercially available product or Service or otherwise commercially exploit the Service; or (k) copy any features, functions, integrations, interfaces, or graphics of the Service. Customer's use of the Service is subject to the Nintex Customer Use Policy, available at http://www.nintex.com/legal.

1.5   Support. During the Subscription Term, Nintex will provide Support in accordance with the Nintex Subscription Support Policy, available at http://www.nintex.com/legal and the applicable Support Documentation. Support is subject to the terms of this Agreement, the Order Form, and the Nintex Subscription Support Policy.

2.   USE OF THE SERVICE

2.1   Purchased Volumes. The Service provided to Customer is subject to the Purchased Volumes and other limitations set forth in the Order Form. Customer may increase the Purchased Volumes at any time during the term of the Agreement. If Customer's usage is in excess of the Purchased Volumes, and excess usage is not provided for in the applicable Order Form, Nintex will notify and work with the Customer to bring usage within the Purchased Volumes. If Customer's usage of the Service continues to exceed the Purchased Volumes at the at the end of the thirty (30) day period after Customer is notified of the excess usage, Nintex may: (a) suspend Customer's access to the Service, and/or (b) require Customer execute an Order Form to purchase additional quantities based on the excess usage price set forth in the applicable Order Form or Nintex's add-on pricing schedule, as applicable (each, an "Overage Order Form"). Each Overage Order Form will have a subscription period coterminous with the applicable Initial or Renewal Subscription Term.

2.2   Customer Responsibilities and Customer Content. Customer will use the Service solely for its internal business purposes and not for the benefit of any third parties. Customer will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality, appropriateness, and legality of any Customer data or other business information ("Customer Content") used in the Service, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and notify Nintex promptly of any such unauthorized access or use, and (d) use the Service only in accordance with the terms of this Agreement and applicable laws and government regulations. Customer is the sole and exclusive owner of all Customer Content. Customer grants Nintex a worldwide, non-exclusive, royalty-free right and license to host, transfer, display, perform, reproduce, modify, and distribute Customer Content, in whole or in part, in any media formats and through any media channels (now known or hereafter developed) but only for the sole purpose of providing the Service to Customer and addressing any service or technical problems.

2.3   Nintex Responsibilities. For the duration of the Subscription Term, Nintex shall implement and maintain administrative, physical, and technical safeguards that meet then-current and relevant industry standards related to the privacy, security, confidentiality, integrity, and availability of Customer Content, including, without limitation, by maintaining a written information security program that includes applicable policies, procedures, training, and technology controls designed to protect Customer Content from unauthorized access, use, disclosure, alteration, or destruction. Nintex will use or process Customer Content consistent with this Agreement and Nintex's Privacy Policy at https://www.nintex.com/legal/privacy-policy (the "Privacy Policy"). Nintex shall retain the right to collect usage telemetry and other statistics from the Service to be used to monitor compliance with applicable usage limits, and for diagnostic, operational, performance, analytics, and product improvement purposes.

The Service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Nintex is not responsible for any delays, delivery failures, or other damage resulting from such problems.

2.4   Retention of Certain Content and Applications. During the Subscription Term, Nintex shall retain any electronic content submitted by or for Customer to the Nintex App Studio service for use in building custom branded mobile workflow applications (collectively, the "App Studio Submitted Content"). Nintex is not responsible or liable for the deletion, correction, destruction, damage, or loss of any App Studio Submitted Content. Upon termination of the Subscription Term, Nintex reserves the right to delete any App Studio Submitted Content.

3.   FEES AND PAYMENT

3.1   Fees. Customer must pay all fees specified in all Order Forms (the "Fees"). Except as otherwise

stated in an Order Form, all Fees are quoted and payable in U.S. dollars and are based on Service rights acquired and not actual usage. Except as otherwise stated in an Order Form or as provided herein, payments must be made on an annual basis in advance.

3.2   Non-cancelable and non-refundable.   All payment obligations under any and all Order Forms are non-cancelable and all payments made are non-refundable. The license rights for the Purchased Volumes set forth on any respective Order Form cannot be decreased during the Initial Term.

3.3   Invoicing and Payment.   Fees for the Service will be invoiced in accordance with the relevant Order Form. The first year's Fees, as specified in each Order Form, are due and payable upon Customer's execution of such Order Form. All other Fees due hereunder (except fees subject to good faith dispute) will be due and payable within thirty (30) days of invoice date. Customer will provide Nintex with complete and accurate billing and contact information.

3.4   Overdue Payments.   Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Nintex's discretion, late charges at the rate of 0.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

3.5   Non-Payment and Suspension of Service. If Customer's account is more than thirty (30) days past due (except with respect to charges subject to a reasonable and good faith dispute), in addition to any other rights or remedies it may have under this Agreement or by law, Nintex reserves the right to suspend the Service upon thirty (30) days written notice, without liability to Customer, until such amounts are paid in full.

3.6   Taxes.   Except as otherwise stated in an Order Form, Nintex's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, excise, use, or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its acquisitions hereunder, this Agreement, and the Service, excluding U.S. income taxes on Nintex. If Customer has an obligation to withhold any amounts under any law or tax regime (other than U.S. income tax law), Customer will gross up the payments so that Nintex receives the amount actually quoted and invoiced. If Nintex has a legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Nintex with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.   CONFIDENTIALITY

4.1   Definition of Confidential Information. "Confidential Information" means all information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, in connection with this Service, that is designated as confidential or that reasonably should be understood by the Receiving Party to be confidential given the nature of the information and the circumstances of disclosure. Nintex Confidential Information includes the Service and Documentation. Customer Confidential Information includes Customer Content. Confidential Information of each Party includes code, business and marketing plans, financial information, technology and technical information, inventions, know-how, product plans and designs, and business processes disclosed by such Party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

4.2   Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

4.3   Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

4.4.   No Intellectual Property Rights. THE RECEIVING PARTY ACQUIRES NO INTELLECTUAL PROPERTY RIGHTS FROM THE DISCLOSING

PARTY UNDER THIS AGREEMENT, except for the restricted right to use disclosing Party's Confidential Information for the express, limited purposes described above.

5.   LIMITED WARRANTY. Nintex represents and warrants that during the Subscription Term, the Service shall operate in substantial conformity with the applicable Documentation. For any breach of this limited warranty, the Customer's sole and exclusive remedy and Nintex's sole liability shall be, in Nintex's sole discretion, the correction of the non-conformity or, if Nintex cannot substantially correct such non-conformity, Nintex may terminate Customer's use of the Service and refund any prepaid but unused fees covering the remainder of the Subscription Term.

6.   LIMITATION OF LIABILITY.

6.1   EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NINTEX PROVIDES THE SERVICE "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NINTEX MAKES NO (AND SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS. IN SUCH AN EVENT, SUCH EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SERVICE.

6.2   IN NO EVENT SHALL NINTEX'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AND/OR THIS AGREEMENT AND/OR ANY OTHER AGREEMENT BETWEEN THE CUSTOMER AND NINTEX EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO NINTEX TO USE THE SERVICE DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE CLAIM. IN NO EVENT SHALL NINTEX BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OR COSTS OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, GOODWILL, USE, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE AND/OR THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS.

7.   MUTUAL INDEMNIFICATION

7.1   Indemnification by Nintex. Nintex will defend, indemnify and hold Customer harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("**Claims**") made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; provided, however, that Customer: (a) promptly gives written notice of the Claim to Nintex; (b) gives Nintex sole control of the defense and settlement of the Claim (provided that Nintex may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Nintex, at Nintex's cost, all reasonable assistance. Nintex will not be required to indemnify Customer in the event of: (w) modification of the Service by Customer, or Users in conflict with Customer's obligations or as a result of any prohibited activity as set forth herein; (x) use of the Service in a manner inconsistent with the Documentation; (y) use of the Service in combination with any other product or Service not provided by Nintex; or (z) use of the Service in a manner not otherwise contemplated by this Agreement. If Customer is enjoined from using the Service or Nintex reasonably believe it will be enjoined, Nintex will have the right, at its sole option, to obtain for Customer the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Nintex, then use of the Service may be terminated at the option of Nintex and Nintex's sole liability will be to refund any prepaid, but unused, Subscription Fees paid by Customer for such Service.

7.2   Indemnification by Customer. Customer will defend, indemnify, and hold Nintex harmless from any Claims made or brought by a third party: (i) based upon breach of this Agreement by Customer, its employees and Users resulting in the unauthorized disclosure of Confidential Information; (ii) alleging that the Customer data or business information infringes the rights of, or has caused harm to a third party; or (iii) in connection with a claim arising from use of the Service in breach of this Agreement by Customer or Users; provided, however, that Nintex: (a) promptly gives written notice of the Claim to Customer; (b) give Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless it unconditionally releases Nintex of all

liability); and (c) provides to Customer, at Customer cost, all reasonable assistance.

8. USAGE CERTIFICATIONS AND AUDIT RIGHTS

8.1   Usage Certifications. Upon written request, Customer shall furnish to Nintex a signed certification certifying that Customer is using the Service pursuant to the terms of this Agreement and the applicable Order Form. If the Customer has deployed the Service as software on premises, no more frequently than once in any three month period, Customer will run a script provided by Nintex which will collect certain usage data from Customer's on-premises deployment (collectively "Usage Data"). Nintex shall provide this Usage Data to Customer upon Customer's written request.

8.2   Nintex Audit Rights. With reasonable prior notice of at least ten (10) days, Nintex may audit Customer's use of the Service to ensure compliance with the terms of this Agreement and the applicable Order Form. All such audits shall be conducted during regular business hours and no more frequently than twice in any twelve (12) month period and in a manner that does not unreasonably interfere with Customer's business operations. Customer shall make available all such books, records, equipment, information and personnel, and provide all such cooperation and assistance, as may reasonably be requested by or on behalf of Nintex with respect to such audit. Customer shall be responsible for all additional Subscription Fees for use of the Service and the reasonable costs of the audit in the event the audit reveals that Customer's use of the Service exceeded any of Purchased Volumes set forth in the applicable Order Form.

9. TERM AND TERMINATION

9.1   Term. This Agreement will commence on the Effective Date and continue for a period of twelve (12) months (the "Initial Subscription Term"), and will automatically renew at the end of the Initial Subscription Term (or any renewal term) for a period of one year (each, a "Renewal Subscription Term" and, together with the Initial Subscription Term, the "Subscription Term") unless either Party provides written notice to the other of non-renewal at least thirty (30) days before the end of the Initial Subscription Term or any Renewal Subscription Term. Any such renewal will be at the list price in effect at the time of such renewal.

9.2   Termination.   Either Party may terminate this Agreement: (a) upon thirty (30) days prior written notice to the other Party of a material breach by the other Party if such breach remains uncured at the expiration of such notice period; or (b) immediately in the event the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

9.3   Effect of Termination. Upon any termination of this Agreement, Customer must, as of the date of such termination, immediately cease accessing or otherwise utilizing the Service and Nintex Confidential Information. Termination for any reason will not relieve Customer of the obligation to pay any fees accrued or due and payable to Nintex prior to the effective date of termination. Upon termination for cause by Nintex, all future amounts due under all Order Forms will be accelerated and become due and payable immediately.

10. NINTEX DRAWLOOP DOCGEN®

10.1.   Nintex Drawloop DocGen®. The Nintex Drawloop DocGen Service ("Drawloop") is provided as a managed package for the Customer's Salesforce Organization. Salesforce.com is a third-party service provider and Nintex makes no representations or warranties regarding the functionality, operability, or Customer's access to Salesforce.com. Customer's access to the Drawloop Service is subject to the availability of Customer's Salesforce Organization and proper performance of the Customer's obligations to Salesforce.com. Should Customer's access to its Salesforce Organization be suspended due to non-payment of any amounts owed to Salesforce.com by Customer or a breach of Customer's agreement with Salesforce.com, Customer's access to the Drawloop Service shall also be accordingly suspended or terminated. Nintex shall not be liable to Customer for any refund or damages arising out of such suspension or termination.   Nintex shall not be liable for performance issues or downtime of the Drawloop Service to the extent caused by Salesforce.com or other factors outside Nintex's control.   Any unauthorized access to the Nintex Drawloop Service or other abuse or impermissible activity in connection with the Nintex Drawloop Service may result in immediate suspension or termination of Customer's access to the Nintex Drawloop Service pursuant to Section 8 of the Agreement.

10.2   Customer Content. Customer's use of the Nintex Drawloop DocGen or Nintex DocGen Services may result in Customer directing transmission of Customer Content outside Customer's Salesforce Organization or other Deployment Environments, and/or to unaffiliated third parties or third-party applications, in each case as a result of Customer's configuration of the Service. Upon such transmission of Customer Content by Customer, Nintex shall not be responsible for the privacy, security or integrity thereof. Nintex will not use or disclose Customer Content except solely in connection with processing such data in the normal course of Customer's use of the Nintex Drawloop DocGen or Nintex DocGen Services as otherwise provided for in this Agreement or as required by law. Nintex shall not be responsible or liable for the

failure to store, deletion, correction, destruction, damage, or loss of any Customer Content.

11. PROMAPP PROCESS MANAGEMENT SERVICE

11.1 Promapp Process Management Solution. Customers who purchase a subscription to the Promapp Process Management Solution, a hosted central repository for managing business process information (the "Promapp Service") are bound by the terms in this Agreement, the applicable Order Form, and the Nintex Customer Use Policy.

11.2. Calculations. Nintex does not warrant the accuracy, correctness, reliability, and completeness of any formulae, or calculation available within the Promapp Service ("Calculations"). Customer acknowledges that the results from such Calculations are for informational purposes only, and that the assumptions used and figures generated are for purposes of illustration and reference only, and are subject to change depending on a variety of factors, which may not have be taken in account in the computation.

12. GENERAL PROVISIONS

12.1. Export Compliance. The Service and other technology Nintex makes available, and derivatives thereof, may be subject to export control and economic sanctions laws and regulations of the United States and the import laws and regulations of foreign governments. Each party represents that it is not named on any U.S. government denied-party list. Customer agrees that: (a) all use, exports, and imports related to this Agreement will be in compliance with these laws and regulations and (b) Customer shall not allow any third party to export, re-export, or transfer any part of the Service in violation of these laws and regulations. The foregoing obligations include but are not limited to Customer or a third party exporting, transferring, or importing the Service to: (i) to any country subject to export control embargo or economic sanctions implemented by any agency of the U.S. or foreign governments; (ii) to any person or entity on any of the U.S. Government's Lists of Parties of Concern (http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-ofconcern) or applicable international specially-designated parties or economic sanctions programs; (iii) to any end-user or for any known end-use related to the proliferation of nuclear, chemical or biological weapons or missiles, without first obtaining any export license or other approval that may be required by any U.S. Government agency having jurisdiction with respect to the transaction; or (iv) otherwise in violation of any export or import laws, regulations or requirements of any United States or foreign agency or authority.

12.2 Entire Agreement. This Agreement and the Order Form(s) constitute the entire agreement between Customer and Nintex regarding the Service and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is to be asserted. No provision of any purchase order or other business form employed by Customer, including any electronic invoicing portals and vendor registration processes, will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

12.3 Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, in which case the assignee must be capable of performing the obligations under this Agreement and must agree to be bound by the terms and conditions of this Agreement. Notwithstanding the foregoing, if a Party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other Party, then such other Party may terminate this Agreement upon written notice. In the event of such a termination, Nintex will refund to Customer any prepaid fees covering the remainder of the term of all subscriptions. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

12.4 Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

12.5 Waiver. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right.

12.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

12.7 Force Majeure. Neither Party will be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that Party's reasonable control and occurring without that Party's fault or negligence, including, but not

limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Nintex or Customer employees, respectively), computer attacks or Harmful acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

12.8   Choice of Law and Jurisdiction. Excluding conflict of laws rules, this Agreement shall be governed by and construed under (a) the laws of the State of Washington, U.S. if Customer is located in North or South America, (b) the laws of the state of Victoria, Australia if Customer is located in Asia or Australia, or (c) the laws of England and Wales if Customer is located outside of North or South America, Asia and Australia. All disputes arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the courts of (i) Seattle, Washington when the laws of Washington apply, (ii) Melbourne when the laws of the State of Victoria, Australia apply, or (iii) London when the laws of England and Wales apply. Nothing in this section shall restrict Nintex's right to bring an action (including for example a motion for injunctive relief) against Customer in the jurisdiction where Customer's place of business is located. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this Agreement.

13.   DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Botflow" means a series of actions using automated programs which include a manual or automated start and a termination or end in a physical or virtual desktop environment.

"Connected Service" means any cloud service or external application that is called by the Service using a Nintex Connector.

"Customer" means the entity listed in the Order Form.

"Deployment Environment" means the environment in which Customer deploys its Purchased Volumes, including, but not limited to, Microsoft Office 365 and Salesforce.com.

"Documentation" means Nintex's online user guides, documentation, help and training materials, and the Customer Use Policy, as updated from time to time, accessible via https://community.nintex.com, https://nintex.com/company/legal, or login to the applicable Service.

"Harmful Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"**Intellectual Property Rights**" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Order Form" means the Nintex Order Form for the Service executed by Customer.

"Purchased Volumes" means the applicable Workflows, Botflows, Processes, Document Generations, Users, mobile applications, and any other limits set forth in the Order Form.

"Salesforce Organization" means the virtual space provided to an individual Customer of Salesforce.com.

"**Service**" means the products and services purchased by Customer pursuant to the Order Form(s) and made available by Nintex subject to this Agreement.

"Subscription Term" means the set term designated herein or in the applicable Order Form.

"Support" means the support, assurance, new releases and related maintenance services for the Service described in the Support Documentation and includes the Support Documentation and all other associated Material provided by Nintex in relation to that support. "Material" means material in any form, including online, including documents, reports, products, information, data, source code, and methodologies.

"Support Documentation" means any documentation provided by Nintex that is incorporated in or associated with Support.

"Users" means the individuals who are authorized by Customer to have access to the Service.