

Blackline Commercial Terms and Conditions

1. Definitions.

1.1 **“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with a subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity, or the right to direct the affairs of a subject entity.

1.2 **“Agreement”** means this MSA and its appendices, any Order Forms signed by the parties and additional documents and materials incorporated by reference herein.

1.3 **“BlackLine”** means BlackLine Systems, Inc., a California corporation, having a principal place of business at 21300 Victory Blvd., 12th Floor, Woodland Hills, CA 91367.

1.4 **“BlackLine API”** means the application programming interface and related Documentation BlackLine makes available to you through your subscription to the Hosted Service.

1.5 **“BlackLine Technology”** means all BlackLine proprietary technology (including the BlackLine API, software, products, processes, user interfaces, trade secrets, know-how, techniques, designs, report layout or output layout generated by the Hosted Service, and other tangible or intangible technical material or information) which BlackLine makes available to you from time to time in providing the Hosted Service.

1.6 **“Confidential Information”** means any information disclosed by a party (the “Disclosing Party”) to the other party (the “Receiving Party”) in any form, that is designated confidential or that reasonably should be understood to be confidential given its nature and the circumstances surrounding the disclosure. Confidential Information includes, but is not limited to, the Hosted Service, Customer Data, Documentation, BlackLine’s pricing and the terms and conditions of this MSA and Order Form. Notwithstanding the foregoing, Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach by the Receiving Party of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (iii) is received from a third party without an obligation of confidentiality; or (iv) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

1.7 **“Content”** means the information, documents, software, products and services contained or made available to you in the course of using the Hosted Service.

1.8 **“Customer”, “you”, or “your”** means the entity executing an Order Form and entering into this MSA.

1.9 **“Customer Application”** means any application, integration, customization or extension developed by you that interfaces with the Hosted Service using any BlackLine API. A Customer Application may also be considered a Third Party Application.

1.10 **“Customer Data”** means any data, information or material you provide, submit or upload to the Hosted Service.

1.11 **“Data Protection Laws”** shall mean with respect to the EU, the GDPR or the law of any such member country implementing the GDPR, and with respect to any other country, any applicable data protection or data privacy laws.

1.12 **“Documentation”** means the user instruction materials, as updated from time to time, describing the use and operation of the Hosted Service that are provided in the Hosted Service’s “Help” files.

1.13 **“Downtime”** means when you are unable to transmit and/or receive data from the Hosted Service, but does not include the effects of any Internet, Customer network or other connectivity issues which are not within BlackLine’s control.

1.14 **“Emergency Repair”** means required repairs as a result of an emergency which may delay or interrupt your use of the Hosted Service, and the necessity of which is not known to BlackLine in advance of its occurrence.

1.15 **“Effective Date”** means the date set forth in your initial Order Form.

1.16 **“GDPR”** shall mean the European Union General Data Protection Regulation, (2016/679/EU) as the same may be amended or replaced from time to time.

1.17 **“Hosted Service”** means BlackLine's online products reflected on an Order Form accessed at a web site designated by BlackLine, to which you are being granted access under the Agreement, including the applicable BlackLine Technology and Content.

1.18 **“Initial Term”** means the initial period that commences on the Effective Date for the period set forth in the initial Order Form.

1.19 **“Intellectual Property Rights”** means inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and trade secret rights, and all other intellectual property rights, in each case whether registered or unregistered, including derivatives thereof and all renewals thereto as well as other forms of protection of a similar nature anywhere in the world.

1.20 **“License Administrator(s)”** means the User(s) you designate who are authorized to purchase licenses by executing Order Form(s) and to create User accounts and otherwise administer your use of the Hosted Service.

1.21 **“Order Form”** means a written form evidencing a subscription for the Hosted Service and any subsequent subscriptions and related Services (as defined below) executed by both parties or an online form generated by BlackLine and executed by you, specifying the number of Users, the products and Services contracted for, and applicable fees, billing periods and other charges as agreed by the parties. Each Order Form is incorporated by reference into this Agreement. Except as specifically provided herein, in the event of a conflict between the terms and conditions of this MSA and the terms of an Order Form, the terms of the Order Form will prevail.

1.22 **“Personal Data”** shall (a) with respect to the member countries of the EU, have the meaning ascribed to that term in Article 4 of the GDPR or in the applicable implementing Data Protection Laws; and (b) with respect to any other country, mean information that falls within the definition of “personal data”, “personal information” or any comparable term used in the Data Protection Laws of such country.

1.23 **“Renewal Term”** means a period, during which this Agreement is extended, the first of which periods, if any, begins upon expiration of the Initial Term as set forth in an Order Form and as further described in Section 8.1.

1.24 **“Scheduled Maintenance”** means maintenance which may delay or interrupt your use of the Hosted Service, and the necessity of which is known to BlackLine in advance of its occurrence. BlackLine will use all reasonable efforts to provide you with advance notice prior to Scheduled Maintenance and shall schedule Scheduled Maintenance to the extent practicable during periods of non-peak usage among its customer base.

1.25 **“Services”** has the meaning set forth under the Services Addendum in Appendix C.

1.26 **“Term”** means the Initial Term together with all Renewal Term(s).

1.27 **“Third Party Application”** means applications, integrations, implementations or other consulting services, provided by a party other than BlackLine, that can be used in connection with the Hosted Service.

1.28 **“User”** means Customer’s and Customer’s Affiliates’ employees, consultants, contractors and agents authorized by you to use the Hosted Service, and to whom you (or BlackLine at your request) have supplied a user identification and password.

2. Access and Use Rights; Restrictions.

2.1 License Grant. BlackLine authorizes you to access and use the Hosted Service during the Term stated in the applicable Order Form(s), solely for your own internal business purposes in accordance with the Documentation, subject to the terms of this Agreement. All rights not expressly granted to you are reserved by BlackLine. Individual User licenses may not be shared or used by more than one individual User but may be reassigned to new Users replacing former Users who no longer use the Hosted Service. The rights granted to you in this Section 2.1 are non-exclusive, non-sublicensable and non-transferable.

2.2 Restrictions. You will not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Hosted Service; (ii) modify or make derivative works based upon the Hosted Service or otherwise violate BlackLine’s Intellectual Property Rights in the Hosted Service; (iii) create Internet "links" to the Hosted Service (other than internal links to the Hosted Service login display for your own internal business purposes); (iv) reverse engineer the Hosted Service; (v) access the Hosted Service for any benchmarking or competitive purposes; (vi) build a competitive product or service; (vii) build a product using similar ideas, features, functions or graphics of the Hosted Service; (viii) copy any ideas, features, functions or graphics of the Hosted Service; (ix) send or store infringing, obscene, threatening, libelous or otherwise unlawful or tortious material to the Hosted Service; (x) send or store material containing viruses, worms, Trojan horses, spam or other harmful computer code, files, scripts, agents or programs to or from the Hosted Service; (xi) interfere with or disrupt the integrity or performance of the Hosted Service or the data contained in it, including engaging in denial of service attacks; (xii) attempt to gain unauthorized access to the Hosted Service or its systems or networks; or (xiii) use the Hosted Service in violation of applicable law.

2.3 Affiliates’ Rights. Your Affiliates may use the Hosted Service to the same extent you may use the Hosted Service, and may access the same without additional charge to you (subject to the limitations set forth herein); provided however, that you will be responsible for the compliance of all such Affiliates with the terms and conditions of this Agreement, as if such Affiliates were parties hereto. All rights granted to an Affiliate hereunder will automatically cease upon that Affiliate ceasing to be your Affiliate.

2.4 Suspension for Ongoing Harm. BlackLine may, with notice to you, suspend your access to the Hosted Service if BlackLine reasonably concludes that your instance of the Hosted Service is being used to engage in denial of service attacks, spamming, misappropriation of the third party rights or illegal activity, and/or that use of your instance of the Hosted Service is causing immediate, material and ongoing harm to BlackLine or others. In the extraordinary event BlackLine suspends your Hosted Service access, BlackLine will use commercially reasonable efforts to limit the suspension to the offending portion of the Hosted Service and work with you to resolve the issues causing such suspension. You agree that BlackLine shall not be liable for any suspension of the Hosted Service under the circumstances described in this Section.

2.5 Use of Robotic Process Automation (“RPA”) Bots. You may use RPA bots to access the Hosted Service subject to the terms of this Agreement and the following conditions:

- (i) You shall provide advance written notice to BlackLine of any RPA bot usage and the RPA bot shall identify themselves using a special “User-Agent” HTTP header: Mozilla/5.0 (compatible; {company name}bot[/version]; +{URL or email address});
 - (ii) Each Customer RPA bot accessing the Hosted Service shall be deemed a User under this Agreement;
 - (iii) BlackLine does not support and disclaims all responsibility for your use of RPA bots;
 - (iv) You shall provide feedback to BlackLine concerning your use of RPA bots as reasonably requested by BlackLine from time to time; and
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(v) BlackLine reserves the right at its sole discretion and without advance notice to: (a) throttle and/or deactivate RPA bot Users as a result of their impact on the performance of the Hosted Service; (b) update the Hosted Service UI, with BlackLine taking no responsibility for any impact on your usage of RPA bots as a result; and/or (c) modify how BlackLine charges for RPA bot Users.

2.6 Use of BlackLine APIs. If you wish to access BlackLine APIs or develop Customer Applications, you may do so by following the documentation and requirements established in BlackLine's Developer Portal available at <https://developer.blackline.com>, as such link may be updated from time-to-time. You agree to only incorporate BlackLine APIs into a Customer Application for the sole purpose of accessing certain functionality subscribed to by you solely through the BlackLine API and the Hosted Service.

3. Responsibilities.

3.1 Your Responsibilities.

3.1.1 Use of the Hosted Service. You will: (a) be responsible for all activity occurring under your User accounts; (b) use commercially reasonable efforts to prevent unauthorized access to or use of the Hosted Service, and notify BlackLine promptly of any such unauthorized access or use; (c) use the Hosted Service only in accordance with the Documentation and applicable laws and government regulations; and (d) provide BlackLine with all reasonably available information if you report a non-conformance in the Hosted Service so that BlackLine may diagnose and remedy such non-conformance. BlackLine reserves the right to verify that your use of the Hosted Service has not exceeded the cumulative number of licenses specified on all Order Forms. If BlackLine determines that your use of the Hosted Service has exceeded the cumulative number of licenses specified on all Order Forms, BlackLine will so notify you, and the parties will execute an Order Form for a sufficient number of licenses to establish compliance with the terms of the Agreement within thirty (30) days after notice.

3.1.2 Bring Your Own Data. You will be responsible for any Customer Data that you upload in the Hosted Service, and in particular, it is your sole responsibility to ensure that your Customer Data is collected and further processed in compliance with the GDPR. Your obligations under the GDPR are detailed in the Data Processing Agreement. The Hosted Service is designed for financial information only. Customer acknowledges and agrees that BlackLine is neither responsible for knowing what type of information may be created, stored, used or managed by Customer in connection with the Hosted Service, nor for knowing or investigating which laws may or may not apply to such information. Customer shall not provide, disclose, or transfer to Blackline, or process via, or submit to, the Hosted Service any Customer Data that includes any "protected health information," as such term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended by the 2009 Health Information Technology for Economic and Clinical Health (HITECH) Act, and their implementing regulations ("HIPAA") or that is subject or regulated by HIPAA.

3.1.3 Backup. During the Term of this Agreement, without limiting BlackLine's disaster recovery obligations under Appendix B, you will regularly backup your computer system(s). You acknowledge that any failure to do so may significantly decrease its ability to mitigate any harm or damage arising from any problem or error in the Hosted Service or the provision of Services under this Agreement.

3.1.4 Third Party Applications. You may choose to use or procure Third Party Applications in connection with your use of the Hosted Service. Your use or procurement of such Third Party Applications is subject solely to an agreement between you and the relevant third party provider and it is your sole responsibility to review any agreement provided by the applicable third party provider governing your use or procurement of any Third Party Application. BlackLine is not responsible for any aspect of such Third Party Applications that you use to connect to the Hosted Service, or any interoperation, descriptions, promises or other information related to the foregoing. If you install or enable Third Party Applications for use with the Hosted Service, you agree that BlackLine may enable such third party providers to access and use Customer Data for the interoperation of such Third Party Applications with the Hosted Service, which may include transmitting, transferring, modifying or deleting Customer Data, or storing Customer Data on systems belonging to the third party provider(s) or other third parties. Any exchange of data or other interaction between you and a third party provider is subject to the terms and conditions of your agreement with

such third party provider (including those terms and conditions related to security and privacy) and BlackLine shall not be responsible for any access to or use of Customer Data by Third Party Applications or third party providers. BLACKLINE DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY THIRD PARTY APPLICATION (WHETHER RELATED TO SUPPORT, AVAILABILITY, SECURITY, PRIVACY OR OTHERWISE) AND FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTY PROVIDERS. BLACKLINE DOES NOT WARRANT ANY SUCH THIRD PARTY APPLICATIONS, REGARDLESS OF WHETHER SUCH THIRD PARTY APPLICATIONS ARE PROVIDED BY A THIRD PARTY THAT IS A MEMBER OF A BLACKLINE PARTNER PROGRAM OR OTHERWISE DESIGNATED BY BLACKLINE AS "CERTIFIED," "APPROVED", "RECOMMENDED" OR SUCH SIMILAR DESIGNATION.

3.2 BlackLine's Responsibilities.

3.2.1. Provision of Hosted Service. BlackLine will: (a) make the Hosted Service available to you pursuant to this Agreement (including Appendix B) and the applicable Order Form(s); and (b) provide you with 24/7 support as set forth in Appendix A at no additional charge. If you purchase additional Services from BlackLine in an Order Form, then BlackLine will perform any such Services in accordance with a Statement of Work under the Services Addendum set forth in Appendix C.

3.2.2 Protection of Customer Data. BlackLine will maintain administrative, physical and technical safeguards designed to protect the security, confidentiality and integrity of your Customer Data. The safeguards will include, but will not be limited to, measures intended to prevent unauthorized access, use, modification or disclosure of Customer Data. BlackLine shall only access your Customer Data: (a) to provide and support your use of the Hosted Service and to prevent or address service or technical problems; (b) as you expressly permit in writing or (c) in order to comply with applicable law. BlackLine's Customer Data storage policies are set forth in greater detail in Appendix B. Technical and organizational measures implemented to protect your Customer Data are set forth in greater detail in the Data Processing Agreement. BlackLine reserves the right to change hosting providers, provided that any successor hosting provider conforms to BlackLine's facility, security and audit requirements related thereto. BlackLine will make available to Customer its annual SSAE-18 / ISAE 3402 (or successor type) audit report covering BlackLine's operations and shall take prompt action to address any exception identified in such reports.

3.2.3 BlackLine Personnel. BlackLine will be responsible for the performance of its personnel (including employees and contractors) and their compliance with the obligations set forth in this Agreement.

4. Customer Data. Customer Data is your Confidential Information and will not be accessed, used or disclosed by BlackLine except as explicitly set forth herein. You have sole responsibility for the entry, deletion, correction, accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to use the Customer Data. BlackLine will not be responsible for any destruction, damage, loss or failure to store any Customer Data beyond its reasonable control or resulting from a failure in data transmission or operation of the Hosted Service by you. If this Agreement is terminated, BlackLine will make a file of the Customer Data available to you within thirty (30) days of termination if you so request at the time of termination. You agree and acknowledge that BlackLine has no obligation to retain Customer Data more than thirty (30) days after termination or expiration, unless where a statutory obligation imposes BlackLine to retain some of the Customer Data. The conditions on the handling of Customer Data by BlackLine are set forth in greater detail in the Data Processing Agreement.

5. Statistical Data. Subject to the obligations of confidentiality under this Agreement, BlackLine may monitor, collect and use (i) data pertaining to the use of the Hosted Service; and (ii) aggregated data derived from Customer Data, provided the Customer and its Users cannot be identified within such aggregated data (collectively "**Statistical Data**"). BlackLine may use Statistical Data for its own research and product development and improvement purposes.

6. Ownership of Intellectual Property Rights. BlackLine owns all right, title and interest, including all related Intellectual Property Rights, in and to the BlackLine Technology, Content, the Hosted Service, Statistical Data and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you relating to the Hosted Service. BlackLine's name and logo, and the product names associated with the Hosted Service are trademarks of BlackLine, and no right or license is granted to use them under this Agreement.

7. Fees and Payments.

7.1 Payment Obligations. BlackLine charges and collects payment in advance for use of the Hosted Service. In accordance with the initial Order Form, you will pay all fees and charges in accordance with the terms contained in each Order Form. All payment obligations are non-cancelable and fees paid are non-refundable except as expressly set forth in Sections 8.4 and 10.1. You are responsible for paying for all licenses specified in an Order Form, whether or not such licenses are actively used. Your designated License Administrator may add licenses by executing an additional Order Form online or in hardcopy form. Added licenses will be subject to the following: (i) added licenses will be coterminous with the then-current Term; and (ii) unless set forth in an applicable Order Form, the license fee for the added licenses will be the same as the fee applicable to your then-existing Users, prorated for the remainder of the current billing period. Unless otherwise set forth in an applicable Order Form, BlackLine reserves the right to modify its fees, effective as of the end of the then-current Term upon at least forty-five (45) days prior notice to you, which notice may be provided by e-mail.

7.2 Excess Data Storage Fees. Unless otherwise stated in an applicable Order Form, the maximum disk storage space provided to you without additional charge is 2 GB per license for Hosted Service subscriptions. Storage is measured in the aggregate across all Users. If your aggregate amount of storage exceeds these limits, you will be charged \$5 per month for each additional 1 GB of Customer Data stored. BlackLine will use commercially reasonable efforts to notify you when the average storage used per license reaches approximately 90% of the maximum.

7.3 Reserved.

7.4 Reserved.

7.5 Reserved.

7.6 Reserved.

8. Term and Termination.

8.1 Term. This Agreement commences on the Effective Date and will continue for the Initial Term and all Renewal Terms.

8.2 Renewal. Upon the expiration of the Initial Term and each subsequent Renewal Term, the Agreement will automatically renew for a Renewal Term and BlackLine will issue you an invoice for such Renewal Term, unless (a) you have previously provided BlackLine with at least thirty (30) days' written notice prior to the end of the then-current Term that you elect not to renew the Agreement, or (b) BlackLine has provided you at least one hundred and eighty (180) days' written notice prior to the end of the then-current Term that BlackLine has elected not to renew the Agreement. The charge for the Renewal Term will be equal to the then-current number of licenses times the recurring license fees in effect during the prior Term, plus any other recurring fees set forth in a prior signed Order Form, unless (i) BlackLine has given you prior notice of a fee increase as set forth in Section 7.1, which will be effective upon renewal, or (ii) the parties have executed an Order Form effective upon the renewal date which describes a modified subscription for the Renewal Term. You may reduce the number of licenses, or reduce or cancel BlackLine products, effective only upon the expiration of the then-current Term by providing BlackLine with at least thirty (30) days prior written notice. Fees for other Services will be charged on an as-quoted basis.

8.3 Termination. Either party may terminate this Agreement for cause: (i) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; (ii) if 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; or (iii) immediately if the other party infringes the Intellectual Property Rights of that party.

8.4 Refund or Payment on Termination. If you terminate this Agreement pursuant to Section 8.3, BlackLine will issue you a prorated refund for payment previously received by BlackLine corresponding to any period after the effective date of such termination. If BlackLine terminates this Agreement pursuant to Section 8.3, you will pay any unpaid fees covering the remainder of the then-current Term. In no event will any termination relieve you of the obligation to pay any fees payable to BlackLine for the period prior to the effective date of termination.

9. Representations & Warranties.

9.1 General. Each party represents and warrants that: (a) it has the power to enter into and perform this Agreement; (b) this Agreement's execution has been duly authorized by all necessary corporate action of the party; (c) this Agreement constitutes a valid and binding obligation on it, enforceable in accordance with its terms; and (d) neither it nor its employees or agents has offered or will offer any illegal bribe, kickback, payment, gift, or thing of value in connection with this Agreement.

9.2 BlackLine's Warranties. BlackLine warrants that, when used in accordance with the Documentation, the Hosted Service will perform substantially in accordance with the Documentation. If BlackLine breaches the foregoing warranty, then BlackLine shall use commercially reasonable efforts to remedy the non-conformance.

9.3 Remedies. If, despite its commercially reasonable efforts, BlackLine is unable to remedy the non-conformance, then your sole remedy, and BlackLine's sole liability, will be the termination of this Agreement for cause in accordance with Section 8.3 and a refund payment in accordance with Section 8.4.

10. Mutual Indemnification.

10.1 BlackLine's Indemnification of You. BlackLine will indemnify and defend you and your parents, subsidiaries, Affiliates, officers, directors, employees, attorneys and agents against any and all costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of a claim by a third party alleging that the Hosted Service used in accordance with this Agreement infringes its Intellectual Property Rights. BlackLine will have no liability or indemnification obligation with respect to any claim based upon (i) the combination, operation or use of technology, data or process(s) not provided by BlackLine where such claim or infringement would not have occurred in the absence of such combination (in which case you shall indemnify BlackLine for any such claims); (ii) any information, component or application provided or made available by you or any third party; (iii) any modification

of the Hosted Service by a party other than BlackLine or our authorized agents; (iv) the use of other than the latest release of the Hosted Service if such claim could have been avoided by use of the latest unmodified release; or (v) your continuance of allegedly infringing activity after being notified thereof, or after being notified of modifications (to be made at no cost) that would have avoided the alleged infringement. If BlackLine is required to indemnify you for infringement of a third party's Intellectual Property Rights in accordance with this Section, or if BlackLine reasonably believes the Hosted Service may infringe a third party's Intellectual Property Rights, then BlackLine may, in its sole discretion: (x) modify the Hosted Service so that it no longer infringes; (y) obtain a license for your continued use of the Hosted Service; and/or (z) remove the infringing component from the Hosted Service. If, despite its commercially reasonable efforts to do so, BlackLine is unable to perform (x), (y) or (z), then BlackLine may terminate your Agreement upon ninety (90) days advance written notice to you, in which case BlackLine shall issue to you a prorated refund for any prepaid fees covering the remainder of the then-current term after the effective date of termination. The rights and remedies granted to you under this Section state BlackLine's entire liability, and your sole and exclusive remedy, with respect to an infringement by BlackLine of a third party's Intellectual Property Rights.

10.2 Your Indemnification of BlackLine. You will indemnify and defend BlackLine and its parents, subsidiaries, Affiliates, officers, directors, employees, attorneys and agents against any and all costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of a claim (a) by a third party alleging that the Customer Data infringes its Intellectual Property Rights or violates applicable laws and/or regulations, or (b) related to your use of a Third Party Application, or content you submit to or publish on any Third Party Application. The rights and remedies granted to BlackLine under this Section 10 state your entire liability, and BlackLine's sole and exclusive remedy, with respect to an infringement by you of a third party's Intellectual Property Rights.

10.3. Indemnification Procedures. In the event of an indemnity obligation under this Section 10, the indemnified party shall: (i) promptly notify the indemnifying party in writing of such claim; (ii) allow the indemnifying party sole control of its defense and settlement (provided that a party may not settle or defend a claim unless it unconditionally releases the other party of all liability to any third party); and (iii) provide the indemnifying party all available information and reasonable assistance at the indemnifying party's cost. A party's indemnification obligations are expressly conditioned upon the indemnified party's compliance with this Section 10.3, provided that, the failure to provide notice of a claim will not limit the rights of an indemnified party hereunder except to the extent that such failure materially prejudices the ability of the indemnifying party to defend such claim.

11. Disclaimer. THE EXPLICIT REPRESENTATIONS AND WARRANTIES IN SECTION 9 ARE THE PARTIES' COMPLETE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES. BLACKLINE DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. OTHER THAN AS SET FORTH HEREUNDER, BLACKLINE DOES NOT WARRANT THAT THE HOSTED SERVICE WILL BE ERROR-FREE OR BE PROVIDED (OR BE AVAILABLE) WITHOUT INTERRUPTION. USE OF THE HOSTED SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET WHICH ARE BEYOND BLACKLINE'S CONTROL. BLACKLINE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS, INCLUDING BUT NOT LIMITED TO LOSS OF DATA.

12. Limitation of Liabilities and Damages Cap. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER BLACKLINE NOR CUSTOMER WILL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE FOR LOST PROFITS OR REVENUES OR LOST DATA OR SIMILAR ECONOMIC LOSS REGARDLESS OF HOW SUCH LOSSES OR DAMAGES ARE CHARACTERIZED, OR FOR ANY INCIDENTAL, OTHER CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION, OR GOODWILL), OR INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, WARRANTY, AND OTHER CONTRACT OR TORT CLAIMS), WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT(S) GIVING RISE TO SUCH CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. This Section shall not to apply to: (a) Customer's obligation to pay for the Hosted Service or Services; (b) a Party's obligations in Section 10 (Indemnification); and (c) your violation of Section 2. The foregoing limitations will apply even if the above stated remedy fails its essential purpose.

13. Confidentiality. The Receiving Party will use at least the same degree of care in protecting the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than a reasonable standard of care. The Receiving Party shall: (i) not use the Disclosing Party's Confidential Information except as permitted under this Agreement; and (ii) limit access to the Disclosing Party's Confidential Information to its, and its Affiliates', employees and contractors who need such access to perform their duties hereunder and who owe a duty of confidentiality to the Disclosing Party with protections no less stringent than those set forth in this Agreement. The Receiving Party may disclose the Disclosing Party's Confidential Information to the extent compelled by law to do so, provided that the Receiving Party uses reasonable efforts to give the Disclosing Party prior notice of the compelled disclosure and reasonable assistance, at the Disclosing Party's cost, in order to permit the Disclosing Party to contest or limit the disclosure. The foregoing confidentiality obligations shall survive termination of this Agreement, regardless of cause. If you become a paying customer of the Hosted Service, you agree that BlackLine may identify you as a customer in BlackLine's promotional and marketing activities and on BlackLine's website.

14. Notice. BlackLine may give notice regarding operational aspects of the Hosted Service by means of a general notice on the Hosted Service, electronic mail to your e-mail address on record with BlackLine, or both. Any other notice by one party to the other hereunder will be by written communication sent by first class mail or reputable overnight delivery service and such notice will be deemed to have been given upon receipt (if sent by overnight delivery service), five (5) business days after mailing (if sent by first class mail). Notice to BlackLine will be addressed to BlackLine Systems, Inc., 21300 Victory Blvd., 12th Floor, Woodland Hills, CA 91367, attention: Legal Department. Notice to you will be addressed to your address on record in BlackLine's account information.

15. Assignment; Change in Control. This Agreement, and the rights and obligations hereunder, may not be assigned by either party, whether by operation of law or otherwise, without the prior written consent of the other party, which will not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a competitor of the other party. In the event of an assignment as described in the preceding sentence, the assigning party shall provide the other party with written notice of the assignment. Neither party may assign this Agreement to a competitor of the other party without that other party's consent. A party's sole remedy for any purported assignment in breach of this Section shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party.

16. Data Protection.

16.1 For the purposes of this Section, the terms "controller", "data subjects", "processor" and "processing" shall have the meaning given to them by the GDPR and other applicable Data Protection Laws. Where BlackLine provides the Hosted Service to you, it may process Personal Data as a processor on behalf of the Customer, who will be the controller. The processing of personal data will be carried out in accordance with the obligations and information set forth in the Data Processing Agreement.

16.2 Nothing in this Section shall prevent BlackLine from complying with any legal obligation imposed by applicable law, regulatory authority or court.

17. Governing Law and Arbitration. This Agreement will be governed by California law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. Unless resolved amicably between the parties, any and all disputes, controversies, or differences which may arise between the parties, out of or in relation to or in connection with this Agreement, or the breach thereof, shall be solely and finally settled by binding arbitration pursuant to the then-current rules of JAMS. Such arbitration shall be held in Los Angeles County, California USA. The arbitration shall be conducted by a single arbitrator, who shall be knowledgeable in the subject matter hereof. The parties shall agree upon the selection of the arbitrator, but if the parties cannot agree on such selection within ten (10) days following the submittal of a demand for arbitration by a party, then the arbitrator shall be selected by JAMS. The arbitrator will provide a written explanation to the parties of any arbitration award. Any decision rendered by the arbitrator shall be binding, final and conclusive upon the parties, and a judgment thereon may be entered in, and enforced by, any court having jurisdiction over the party against which an award is entered or the location of the assets of such party, and the parties hereby irrevocably waive any objection to the jurisdiction of such courts based on any ground, including without limitation, improper venue or forum non conveniens. The parties and the arbitrator shall be bound to maintain the confidentiality of this Agreement, the dispute and any award, except to the extent necessary to enforce any such award. Notwithstanding each party agreeing to arbitrate, you acknowledge that your material breach of this Agreement may cause BlackLine irreparable harm for which there may be no adequate remedy at law, and that under such circumstances, we shall be entitled to equitable relief by injunction or otherwise in any court having jurisdiction, without the obligation of posting any bond or surety.

18. General Provisions.

18.1 Entire Agreement. This Agreement comprises the entire agreement between you and BlackLine and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Neither party has made any oral or written statements that are not included in this Agreement that in any way induced the other party into entering into this Agreement. No text or information set forth on any purchase order, preprinted form or document (other than an executed Order Form, if applicable) will add to or vary the terms and conditions of this Agreement. No modification or amendment of this Agreement shall be effective unless in writing and signed by the parties.

18.2 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

18.3 Relationship of the Parties. No joint venture, partnership, employment, or agency relationship exists between you and BlackLine as a result of this Agreement.

18.4 Waiver. The failure of either party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by that party in writing.

18.5 Future Functionality. You agree that your purchase of the Hosted Service is based on its current functionality and features, and is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by BlackLine regarding any future functionality or feature.

18.6 Resolution of Disputes. Except where a party is seeking a remedy related to claims of misappropriation or ownership of Intellectual Property Rights, each party agrees that before it brings any dispute, action, claim or cause of action, it shall provide written notice to the other party of the specific issue(s) in dispute. Within seven (7) days after such notice knowledgeable executives of the parties shall hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith to resolve such matter.

18.7 Compliance with Laws. You are solely responsible for, and agree to comply with, all applicable laws, statutes, ordinances, and other governmental authority, however designated, with respect to the use of and access to the Hosted Service, including without limitation United States government laws, regulations, orders or other restrictions regarding export from the United States and re-export from other jurisdictions of software, technical data and information or derivatives of such software, or technical data and information. BlackLine is not responsible for

determining whether the Hosted Service is sufficient for Customer's compliance with any applicable law. The Hosted Service may be subject to export laws and regulations of the U.S. and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer will not permit Users to access or use the Hosted Service in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

18.8 Survival. The following Sections will survive the termination or expiration of the Agreement: Definitions, Restrictions, Ownership of Intellectual Property Rights, Fees and Payments, Term and Termination, Mutual Indemnification, Disclaimer, Limitation of Liabilities, Confidentiality, Notice and Governing Law and Arbitration.

19. Additional Documents. Each of the following is hereby incorporated into this Agreement by reference. BlackLine reserves the right to modify such documents in its reasonable discretion from time to time with notice to you.

- Appendix A: Support Services Policy
 - Appendix B: Hosted Service Availability
 - Appendix C: Services Addendum
 - BlackLine's Data Processing Agreement ("DPA"), available at <https://www.blackline.com/legal/data-privacy-addendum>
 - BlackLine's Privacy Policy, available at <https://www.blackline.com/privacy-statement>
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