



Parse.ly Terms and Conditions

PLEASE READ THIS CAREFULLY. THESE PARSE.LY TERMS AND CONDITIONS (TOGETHER WITH THE APPLICABLE ORDER FORM, THE "**AGREEMENT**") IS A LEGAL AGREEMENT BETWEEN PARSELY, INC. ("**PARSE.LY**" OR "**WE**") AND YOU INDIVIDUALLY, IF YOU ARE AGREEING IN YOUR PERSONAL CAPACITY, OR IF YOU ARE AUTHORIZED TO CONSENT ON BEHALF OF YOUR COMPANY OR ORGANIZATION, BETWEEN THE ENTITY FOR WHOSE BENEFIT YOU ACT ("**YOU**" OR "**CUSTOMER**"). BY CLICKING "I AGREE" OR USING THE PARSE.LY SERVICE, YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT.

1. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:

"Anonymous Information" means information that is not used or intended to be used to identify an individual.

"Confidential Information" means all written or oral information, disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), related to the business, products, services, or operations of the Disclosing Party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential, including inventions, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, designs and techniques, and information regarding products, marketing, business plans, budgets, financial statements, contracts, prices, suppliers and agents. As to Parse.ly, Confidential Information includes the Parse.ly Code, Documentation, the Reports, the features and functionality of the Parse.ly Service (both current and planned), any Parse.ly pricing information provided to Customer, and the terms of this Agreement.

"Customer Data" means data provided by Customer and collected by Parse.ly from a Monitored Domain in its performance of the Parse.ly Service.

"Data" means any data used in connection with this Agreement, including Customer Data.

"Documentation" means the user guides and any support material with respect to the Parse.ly Service provided to Customer by Parse.ly.

"Monitored Domain(s)" means the domain(s) specified in the Order Form that are owned by Customer and for which the Parse.ly Service will be provided by Parse.ly pursuant to this Agreement.

"Parse.ly Code" means Parse.ly's proprietary tracking code that is installed on web pages of the Monitored Domains for the purpose of collecting Customer Data, together with any fixes, updates, and upgrades provided by Parse.ly.

"Parse.ly Service" means the service offered by Parse.ly described in the Order Form (which Parse.ly may modify from time to time) that is provided to Customer pursuant to this Agreement. As used in this Agreement, "Parse.ly Service" means the basic service provided by Parse.ly to Customer and any add-on features purchased by Customer, as provided in the Order Form.

"Parse.ly Website" means the website operated by Parse.ly at the URL <https://parsely.com>, or any successor site Parse.ly designates, through which the Parse.ly Service, including Reports, may be made available to Customer.

"Party" means each of Parse.ly and/or Customer (collectively, the "**Parties**").

"Reports" mean the analytics reports regarding the Monitored Domains as prepared by Parse.ly and delivered to Customer offline or online through the Parse.ly Service.

2. Provision of Parse.ly Service; Licenses.

2.1 License Grant. Subject to the terms and conditions of the Agreement, Parse.ly grants to Customer during the Term a limited, non-exclusive, non-transferable license: (i) to install, copy, and use the Parse.ly Code, solely in conformance with the Documentation and solely as

necessary to operate the Parse.ly Service; (ii) to reproduce and use the Documentation solely as necessary to operate the Parse.ly Service; and (iii) to access, view and download the Reports through the Parse.ly Website solely for the purpose of operating and managing the Monitored Domains.

- 2.2 Registration, User Names and Passwords. To register for the Parse.ly Service, Customer must complete the registration process by providing Parse.ly with current, complete, and accurate information as prompted by the registration form, including a user name and password (“**Access Protocols**”). Customer may authorize others to access Customer’s account by creating separate Access Protocols for them and associating the Access Protocols with Customer’s account. Parse.ly will rely on the Access Protocols as a method to authenticate authorized users. Accordingly, Customer will be responsible for the security of the Access Protocols and be responsible for all activity carried out under Customer’s account using associated user names and passwords. Customer agrees to notify Parse.ly immediately of any known unauthorized use of the Access Protocols or any other known or suspected breach of security.
- 2.3 Customer Data. Except for the rights provided pursuant to this Agreement, Customer owns and retains all intellectual property rights in and to the Customer Data and reserves all right, title, and interest in the Customer Data. Customer hereby grants to Parse.ly (and those Parse.ly works with) a royalty-free, worldwide license to use, store, aggregate, reformat, reproduce, transfer, display, disclose, modify, and distribute the Customer Data: (a) during the Term of this Agreement for the purpose of operating, providing and improving the Parse.ly Service and (b) on a perpetual basis for the creation of derivative works and compilations of aggregated data and/or statistics, provided, however, in any such derivative works, aggregated data or statistics, Parse.ly will ensure that the Customer Data is used in aggregated form only and in a manner that is not directly attributable to or identified with Customer or any of Customer’s Monitored Domains.
- 2.4 Proprietary Rights; Feedback. Except for the limited, express license and access grant provided to Customer pursuant to this Agreement, Parse.ly and its licensors own and retain all intellectual property rights in and to the Parse.ly Code, the Parse.ly Website, the Documentation, the Reports, the Parse.ly Service, including the underlying structure, functions, methods of operation, and ideas relating to the Parse.ly Service, and any and all processes, methods, algorithms, derivative works, aggregations, compilations, data or software developed or created based on, derived from, or incorporating, in whole or in part, any Data, including any and all enhancements or modifications thereto. Parse.ly reserves all right, title and interest in all of the foregoing. Parse.ly may, in its sole discretion, utilize, in any manner Parse.ly deems appropriate, all comments and suggestions, whether written or oral, furnished by Customer to Parse.ly in connection with Customer’s access to and use of the Parse.ly Service (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the “**Feedback**”). Customer assigns to Parse.ly all right, title and interest, including all intellectual property rights, in and to the Feedback.
- 2.5 Modifications to the Parse.ly Service. Parse.ly reserves the right to change, modify, add to, discontinue, or retire any aspect or feature of the Parse.ly Service at any time without notice. From time to time, Parse.ly may, but is under no obligation to, release upgrades, fixes or new versions of the Parse.ly Service, although these upgrades may not be consistent across all platforms and devices.
3. **Obligations of Customer.**
- 3.1 Customer agrees to comply with all reasonable Parse.ly requests necessary for its operation of the Parse.ly Service during the Term, including the inclusion of the Parse.ly Code on each page of the Monitored Domains and making available the content using the method Parse.ly reasonably designates.
- 3.2 Customer agrees that Customer will not, nor will it permit anyone else to: (a) adapt, alter, modify, improve, translate, or create derivative works of the Parse.ly Code or the Parse.ly Service; (b)

attempt to access or download the technology used by Parse.ly to provide the Parse.ly Service (other than the Parse.ly Code as provided by Parse.ly for Customer to use the Parse.ly Service) or reverse engineer, decompile, disassemble, or otherwise attempt to reconstruct or obtain the source code to all or any portion of the Parse.ly Service; (c) provide any third party access to the Parse.ly Service or use the Parse.ly Service on behalf of any third party, including as part of a time-sharing, outsourcing or service bureau environment; (d) transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the operation of the Parse.ly Service; (e) attempt to test the vulnerability of the Parse.ly Service or Parse.ly's system or network or circumvent any security or authentication measures protecting the Parse.ly Service; (f) remove any proprietary notices or labels in the Reports or the Data; or (g) use the Parse.ly Service in any manner detrimental to Parse.ly, including any use of the Parse.ly Code, Parse.ly Service, Documentation, Reports, or Data for the purpose of creating or improving any services or technology that performs similar functions or is competitive with Parse.ly, or for benchmarking purposes.

4. **Fees; Payment Terms.** Customer will pay all fees set forth in the applicable Order Form in a timely manner. The access fees set forth in the Order Form exclude all applicable sales, use, and other taxes arising from the provision of the Parse.ly Service or this Agreement ("**Sales Taxes**"). Customer will be responsible for payment of all Sales Taxes (excluding those based on Parse.ly's net income), regardless of whether Parse.ly's invoices include them. Unless otherwise expressly provided in the Order Form or this Agreement, all payments will be made in U.S. Dollars and within thirty (30) days after Parse.ly's invoice date and are non-refundable. Any portion of the fees that is not paid when due will accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

5. **Publicity; Trademarks.** Unless Customer objects in writing, Parse.ly may publicly refer to Customer, including on Parse.ly's website and in sales presentations, as a Parse.ly customer and may use Customer's name and company logo for such purposes. In addition, Parse.ly may publicly state, including on its website and in presentations, that Customer is integrated with Parse.ly (as such integration can be determined based on publicly available information on Customer's website). Similarly, unless Parse.ly objects in writing, Customer may publicly refer to Parse.ly as a vendor, including on Customer's website and in sales presentations, and Customer may use Parse.ly's name and logo for such purposes. Each Party is granted a limited, revocable right to use the other Party's trademarks for such purposes, subject to any trademark usage guidelines provided by the other Party. All goodwill arising from use of a Party's trademark will be solely for the benefit of that Party.

6. **Privacy.**

6.1 **No PII.** Parse.ly will have no obligation to, and Parse.ly agrees that it will not intentionally collect any personally identifiable information of users and visitors of the Monitored Domains ("**PII**") in connection with the Parse.ly Service. Except as otherwise agreed upon by the Parties, Customer will not: (a) provide, or cause to be provided, any PII to Parse.ly; or (b) configure or otherwise cause any cookie, pixel tag, or other code to capture or transmit any PII to Parse.ly.

6.2 **Privacy Statements.** Each Party will maintain and make available on its respective websites a statement of privacy practices, which privacy statements comply with applicable laws, rules, and regulations. The current version of Parse.ly's privacy statement is located at <http://parsely.com/privacy.html> (or such other web address that Parse.ly may provide from time to time).

6.3 **Modifications to Privacy Statement.** Parse.ly may at any time modify and make changes to its privacy statement, including to comply with applicable laws, self-regulatory guidelines regarding the collection and use of PII and Anonymous Information, and any other privacy-related obligations applicable to Parse.ly, its customers and users of the Monitored Domains. Any change to its privacy statement under this Section will apply to Customer beginning thirty (30)

days after the date of written or email notice to Customer of such changes. If Customer does not reasonably agree to any material modification or change under this Section, Customer may terminate this Agreement by providing written notice to Parse.ly within thirty (30) days of receipt of notice from Parse.ly of a change to its privacy statement under this Section. In such instance, Customer will be obligated to make payment only for the period up to the effective termination date.

7. **Confidential Information.** During the Term of this Agreement, each Receiving Party will have access to the Disclosing Party's Confidential Information. Except as otherwise expressly permitted in writing, each Receiving Party agrees with respect to the Disclosing Party's Confidential Information as follows: (a) to not use the Confidential Information for any purpose other than exercising its rights and performing its obligations as described herein; (b) it will take no less than commercially reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use of, the Confidential Information; and (c) to restrict access to the Confidential Information to such of its personnel, agents, counsel and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement (each a "**Representative**"). Each Receiving Party will be liable for the acts and omissions of its Representatives with respect to the Disclosing Party's Confidential Information. The provisions of this Section will not apply to Confidential Information that: (i) is or becomes publicly available or enters the public domain through no fault of the Receiving Party; (ii) is already in the Receiving Party's possession without any confidentiality obligations; or (iii) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. Each Receiving Party may disclose Confidential Information to the limited extent required: (1) by securities laws or regulations, or (2) in order to comply with applicable law, regulation or court order, provided that the Receiving Party will first have given written notice to the Disclosing Party.

8. **Term and Termination.**

8.1 Term. The term of this Agreement (the "**Term**") will be set forth in the applicable Order Form.

8.2 Termination. Either Party may terminate this Agreement for cause if the other Party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days of written notice. Parse.ly also has the right to terminate this Agreement immediately in its sole discretion if Parse.ly believes that Customer may violate or has violated any term or condition of this Agreement or may engage or has engaged in any activities that are or may be detrimental to Parse.ly.

8.3 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Customer must immediately cease all access to and use of the Parse.ly Service and delete the Parse.ly Code from Customer's systems and pages and otherwise in Customer's possession or control and, upon request, send written confirmation of such deletion, certified by a senior company official, to Parse.ly. Sections 1, 2.3, 2.4, 3.2, and 6 through 12 will survive any expiration or termination of this Agreement.

9. **DISCLAIMER OF WARRANTIES.** THE PARSE.LY SERVICE, INCLUDING THE REPORTS, DOCUMENTATION AND THE DATA, ARE PROVIDED "AS IS." CUSTOMER ACKNOWLEDGES THAT THE PARSE.LY SERVICE MAY CONTAIN ERRORS OR OTHER DEFECTS. PARSE.LY DOES NOT REPRESENT OR WARRANT THAT THE PARSE.LY SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR NEEDS OR THAT THE PARSE.LY SERVICE WILL BE UNINTERRUPTED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PARSE.LY AND ITS SUPPLIERS DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES RELATING TO THE PARSE.LY SERVICE OR THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE AND/OR QUIET ENJOYMENT. CUSTOMER REPRESENTS



THAT IT HAS NOT RELIED ON ANY WRITTEN OR ORAL REPRESENTATIONS MADE BY PARSE.LY, ITS EMPLOYEES OR AGENTS IN ENTERING INTO THIS AGREEMENT.

10. **Indemnification.**

- 10.1 Each Party (the “**Indemnifying Party**”) agrees to indemnify, defend and hold harmless the other Party or any of its officers, directors, employees, agents or affiliates (the “**Indemnified Party**”), at the Indemnifying Party’s expense, against any and all third-party actions, proceedings, suits and claims brought against such Indemnified Party, and all related costs, damages, liabilities, and expenses (including reasonable attorneys’ fees and other litigation expenses) incurred by the Indemnified Party arising out of or relating to the Indemnifying Party’s (i) breach of any term or condition of this Agreement, (ii) use of the Parse.ly Service as a customer, (iii) violations of applicable laws, rules or regulations in connection with the Parse.ly Service, or (iv) logos or other trademarks. The foregoing indemnification obligation shall not apply to Parse.ly with respect to any claim arising out of, relating to or in connection with (a) Customer’s use of the Parse.ly Service not in accordance with this Agreement or the Documentation or (b) other breach of this Agreement by Customer.
- 10.2 Each Indemnified Party will provide the Indemnifying Party with written notice and control of the defense and/or settlement of any such claim and will reasonably cooperate in the defense of such claim. Parse.ly reserves the right to assume control of the defense of any claim subject to indemnification by Customer if Parse.ly reasonably believes Customer is failing (or is threatening to fail) to adequately defend Parse.ly against such claim.

11. **Limitation of Liability.** To the maximum extent permitted by applicable law, in no event will Parse.ly be liable for any incidental, indirect, special, consequential, exemplary, or punitive damages or for any lost profits, costs of delay, failure of delivery, or business interruption, even if Parse.ly has been advised of the possibility of such damages and regardless of the nature of any claims, including claims in contract, tort, or strict liability. Without limiting the foregoing, and regardless of the nature of any claims (including claims in contract, tort, or strict liability), Parse.ly’s cumulative liability for all claims arising from, relating to or in connection with this Agreement or the Parse.ly Service will not exceed the amount of fees paid to Parse.ly for the Parse.ly Service giving rise to the claim, in the twelve (12) months preceding the date the first claim arises hereunder. These limitations apply without regard to whether other provisions of this Agreement have been breached or whether any limited remedy herein is held to fail of its essential purpose.

12. **General.**

- 12.1 Assignment. This Agreement cannot be assigned by either Customer or Parse.ly without the prior written consent of the other; provided, however, that Parse.ly may assign this Agreement to an affiliate or to any person or entity that acquires by sale, merger or otherwise all or substantially all of its assets, stock or business. Any attempted assignment in violation of this Section 12.1 will be null, void and of no effect.
- 12.2 Governing Law; Disputes. This Agreement will be governed by the laws of the State of New York, without reference to conflicts of law principles that would require the application of the laws of any other state. Neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement. Any dispute, controversy or claim arising out of or relating to this Agreement will be made exclusively in the state or federal courts located in New York, New York, and both Parties hereby submit to the jurisdiction and venue of such courts.
- 12.3 Remedies. Each Party acknowledges that any actual or threatened breach of Section 3 or 7 will result in immediate, irreparable harm to the other Party for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing Party will be entitled to receive

- its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.
- 12.4 Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 12.5 Severability. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.
- 12.6 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.
- 12.7 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when sent, if transmitted by e-mail (provided that notice is followed up by another method permitted under this Section, unless receipt is otherwise confirmed); the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Each Party will give notice to the other Party at the address set forth in the applicable Order Form, as updated from time to time (or last known address).
- 12.8 Construction. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."
- 12.9 Force Majeure. Any delay in the performance of any duties or obligations of either Party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, fire, earthquake, flood, telecommunications blackouts or failures, acts of terrorism, civil disorder or any other event beyond the control of such Party. The affected Party will use reasonable efforts, under the circumstances, to notify the other Party of the circumstances causing the delay and to resume performance as soon as possible. Without limiting the foregoing, Customer acknowledges that the Parse.ly Service may be unavailable from time to time for maintenance and such unavailability will not be considered a breach of this Agreement, provided that Parse.ly will use reasonable efforts to provide written notice (including by email) prior to any scheduled service disruption.
- 12.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both Parties.