

BlackLine Master Subscription Agreement

This Master Subscription Agreement (“MSA”) is entered between the Customer and BlackLine Systems, Inc., (or its Affiliate) as identified on the Order Form, and governs Customer’s use of BlackLine’s Hosted Service. The terms and conditions of this MSA will be legally binding upon the Parties’ mutual execution of an Order Form referencing this Agreement. Customer and BlackLine are individually referred to as a “party” and collectively as the “parties”.

TERMS AND CONDITIONS

1. Definitions.

“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.

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

“BlackLine” means BlackLine Systems, Inc., a California corporation, having a principal place of business at 21300 Victory Blvd., 12th Floor, Woodland Hills, CA 91367, or an Affiliate of BlackLine Systems Inc. as set forth in an applicable Order Form.

“BlackLine API” means the application programming interface and related Documentation BlackLine makes available to Customer through its subscription to the Hosted Service.

“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 Customer from time to time in providing the Hosted Service, and all improvements, enhancements, modifications and derivatives thereto.

“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.

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

“Customer” means the entity executing an Order Form and entering into this MSA.

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

“Customer Data” means any data, information or material Customer or its Users provide, submit or upload to the Hosted Service.

“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.

“Effective Date” means the date of last signature on Customer’s initial Order Form, unless otherwise specified.

“Hosted Service” means BlackLine's online products, as updated from time to time, reflected on an Order Form accessed at a web site designated by BlackLine or through BlackLine's mobile application, to which Customer is being granted access under the Agreement, including the applicable BlackLine Technology and Content.

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

“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.

“License Administrator(s)” means the User(s) Customer designates who are authorized to purchase licenses by executing Order Form(s) and to create User accounts and otherwise administer Customer's use of the Hosted Service.

“Licensed Entity” means an Affiliate, Subsidiary, or other entity, as set forth in an Order Form.

“Order Form” means a written form evidencing a subscription for the Hosted Service or related Professional Services, specifying the quantities and Usage Metrics, the products and services contracted for, and applicable fees, billing periods and other charges. Each Order Form is incorporated by reference into this Agreement. Orders entered into by Customer with a Reseller are subject to Section 7.8.

“Professional Services” means work performed by BlackLine under an SOW or Order Form.

“Renewal Term” means a period, during which this Agreement is extended, the first of which, if any, begins upon expiration of the Initial Term as set forth in an Order Form and as further described in Section 8.

“Reseller” means a rebiller, reseller, or other BlackLine partner authorized by BlackLine to offer the Hosted Service governed by this MSA under an order between Customer and the Reseller.

“SOW” means a statement of work describing any Professional Services that is entered into between Customer and BlackLine or which is incorporated into an applicable Order Form. SOWs or Order Forms will be deemed incorporated by reference into this Agreement.

“Subsidiary” means any entity that is controlled by 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.

“Term” means the Initial Term together with any Renewal Term(s).

“Third Party Application” means products and services, procured by Customer and provided by a third party other than BlackLine, that can be used in connection with the Hosted Service.

“Usage Metric” means the method by which Customer's use of the Hosted Service is measured, licensed and charged (e.g., enterprise, per User, record, or line).

“User” means Customer's and Customer's Licensed Entities' employees, consultants, contractors and agents authorized by Customer to use the Hosted Service, and to whom its License Administrator (or BlackLine at Customer's request) have supplied a user identification and password.

“User Contact Information” means business contact information of Users, such as name and email address, that BlackLine collects from the Customer or Users and stores separate from the Hosted Service, notably to facilitate communication with Users, notably related to provision and support of the Hosted Service. User Contact Information is not considered Customer Data.

2. Access and Use Rights; Restrictions.

2.1 Access and Use Rights. BlackLine authorizes Customer, its Licensed Entities, and its Users to access and use the Hosted Service during the Term, solely for Customer's own internal business purposes in accordance with the Documentation, subject to the terms of this Agreement, including any applicable Order Form. If Customer adds products or licenses during a Term, BlackLine will invoice at the then current fees, pro-rated to the end of that Term. Added products and licenses will be co-terminus and renew with Customer's previous products and licenses. All rights not expressly granted to Customer are reserved by BlackLine. Individual 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. Rights granted to Licensed Entity hereunder will automatically cease upon that Licensed Entity ceasing to be a Licensed Entity, as defined in an Order Form. The rights granted to Customer in this Section 2.1 are non-exclusive.

2.2 Restrictions. All rights not expressly granted to Customer under this Agreement are reserved by BlackLine. In particular, Customer will not: (i) use the Hosted Service in excess of contractual use limits, or in a manner that circumvents use limits or technological access control measures; (ii) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make the Hosted Service or any of BlackLine Intellectual Property Rights available to any third party unless expressly authorized under this Agreement; (iii) build a product or service or modify, copy, or make derivative works using any BlackLine Intellectual Property Rights; (iv) send or store material containing malware, spam or other harmful computer code, files, scripts, agents or programs to or from the Hosted Service; (v) 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 or unauthorized penetration tests; (vi) send or store unlawful or tortious material to the Hosted Service.

2.3 Third Party Applications. Customer may enable Third Party Applications for use with the Hosted Service. Use of such Third Party Applications is subject to the agreement between Customer and the relevant third party provider. Customer acknowledges that BlackLine may need to provide such third party providers access and use of Customer Data for the interoperation with the Hosted Service. Such use may include processing, 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 Customer and a third party provider is subject to the terms and conditions of Customer's agreement with such third party provider (including those terms and conditions related to security and privacy). BlackLine shall not be responsible for any access to or use of Customer Data by Third Party Applications or third party providers.

2.4 Evaluation Offerings. BlackLine may provide Customer access to the Hosted Service for demos, trials, early access, or other evaluation offerings ("Evaluation Offerings"). Evaluation Offerings may be inoperable, incomplete or include features that will never be released. Use of Evaluation Offerings is permitted only for Customer's internal evaluation and for other purposes authorized by BlackLine in an Order Form or other agreement. Such use shall continue during the period designated by BlackLine on the applicable Order Form (or if not designated, 30 days). Unless stated otherwise in the applicable Order Form, either party may terminate Customer's access to and use of Evaluation Offerings at any time for any reason by notifying the other party in writing (e-mail to suffice). BlackLine offers no warranty, indemnity, SLA or Support for Evaluation Offerings. BlackLine shall have no liability for Evaluation Offerings. In the event the parties enter into a separate agreement governing Evaluation Offerings, terms of such agreement shall apply. For the avoidance of doubt, the foregoing does not include separate non-disclosure agreements or NDAs.

2.5 Robotic Process Automation ("RPA") Bots. Customer may use RPA bots to access the Hosted Service. Customer must provide advance written notice to BlackLine of any RPA bot usage. An RPA bot accessing the Hosted Service is deemed a User under this Agreement. BlackLine does not support and disclaims all responsibility for Customer's use of RPA bots. BlackLine may revise its conditions on use of RPA bots during the Term with reasonable notice to the Customer.

2.6. Use of BlackLine APIs. If Customer wishes to access BlackLine APIs or develop Customer Applications, it 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. Customer agrees to only incorporate BlackLine APIs into a Customer Application for the sole purpose of accessing certain functionality subscribed to by Customer solely through the BlackLine API and the Hosted Service.

3. Responsibilities.

3.1 BlackLine's Responsibilities.

3.1.1. Provision of Hosted Service. Support. BlackLine will make the Hosted Service available to Customer pursuant to this Agreement and the applicable Order Forms and Documentation and provide support as set forth at <https://www.blackline.com/support/service-level/> at no additional charge ("Essential Support"). Upgraded levels of support will be provided if purchased. BlackLine reserves the right to modify its support offering with reasonable prior notice to Customer, provided such change does materially decrease BlackLine's obligations during the then-current Term.

3.1.2 Protection of Customer Data. BlackLine will maintain administrative, physical and technical safeguards designed to protect the security, confidentiality and integrity of the Customer Data. 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. BlackLine shall only access Customer Data: (a) to provide and support Customer's use of the Hosted Service; (b) prevent or address service or technical problems, or for product enhancements; (c) as set forth in this Agreement; (d) as Customer expressly permits in writing; or (e) in order to comply with applicable law. BlackLine reserves the right to change hosting providers, provided that any successor hosting provider conforms to BlackLine's facility, security and audit requirements.

3.1.3 Provision of Professional Services. BlackLine may provide to Customer Professional Services as specified in any SOW or Order Form and the terms of this Agreement. Unless expressly agreed in the applicable SOW or Order Form, Professional Services shall not result in any customized work product.

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

3.1.5. Code of Conduct. BlackLine maintains a global anti-bribery and anti-corruption policy, which is reviewed annually. Bribery and corruption are also addressed in our Code of Business Conduct and Ethics, available at <https://investors.blackline.com/governance-highlights>.

3.1.6 Labor Practices and Environmental Sustainability. BlackLine certifies its compliance with our Labor Practices Statement and Environmental Sustainability Policy located at <https://www.blackline.com/legal/blackline-corporate-responsibility/>.

3.2 Customer's Responsibilities.

3.2.1 Use of the Hosted Service. Customer is responsible for its and its Licensed Entity's User's use of the Hosted Service. BlackLine reserves the right to verify that Customer's use of the Hosted Service has not exceeded the Usage Metrics specified on all Order Forms. If BlackLine determines that Customer's use of the Hosted Service has exceeded the Usage Metrics specified on all Order Forms, BlackLine will so notify Customer, and the parties will execute an Order Form to establish compliance with the terms of the Agreement within thirty (30) days after notice.

3.2.2 Bring Your Own Data. BlackLine does not control or monitor the content of Customer Data. Customer is responsible for the data that it uploads in the Hosted Service. It is Customer's responsibility to ensure that its Customer Data is collected in compliance with applicable law, and processing is consistent with the intended use of the Hosted Service. Unless specified in an Order Form or SOW, Customer shall not provide, disclose, or transfer to BlackLine any payment card information ("PCI"). A 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.

4. Customer Data. Customer Data is Customer's Confidential Information and will not be accessed, used or disclosed by BlackLine except as set forth herein. Customer has 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 Customer.

5. Usage Data. BlackLine may create analyses based on Customer's use of the Hosted Service and information derived from Customer Data ("Usage Data"). Usage Data may be used internally for customer training, to improve and enhance the Hosted Service and overall user experience, and for other research, development, diagnostic and corrective purposes in connection with the Hosted Service and other BlackLine offerings. Any external use of Usage Data will not include any Customer Confidential Information and is only permitted in aggregated or other de-identified form (such that Customer and its Users cannot be identified).

6. Ownership of Intellectual Property Rights.

6.1 Customer IP. Customer owns all right, title and interest, including all related Intellectual Property Rights, in and to all Customer Data.

6.2 BlackLine IP. BlackLine and its licensors own and reserve all of their right, title and interest, including all related Intellectual Property Rights, in and to the BlackLine Technology, Content, the Hosted Service, Usage Data and any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Customer relating to the Hosted Service.

6.3 Trademarks. Each party owns all right, title and interest, including all related Intellectual Property Rights, to their respective names, logos, product names, trademarks, service marks, and branding. No right or license is granted to use them under this Agreement. except in accordance with the Agreement. If applicable to a BlackLine Hosted Service product, Customer grants to BlackLine a non-exclusive, non-transferable limited license to use Customer's name and logo ("Customer Marks") for use on the Hosted Service to enable Customer's clients to identify the applicable Hosted Service as Customer's brand. All use of the Customer Marks shall be in accordance with any reasonable usage guidelines Customer provides to BlackLine.

6.4. Publicity. BlackLine may identify Customer as a customer and use its logo in connection with sales, marketing, or promotional activities (including on our web site) without Customer's prior written consent.

7. Fees and Payments.

7.1 Payment Obligations for Hosted Service. Unless otherwise set forth in the Order Form, BlackLine charges and collects payment in advance for use of the Hosted Service. Customer 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. Customer is responsible for paying for all fees as set forth in an Order Form, whether or not licenses or products are actively used. BlackLine may modify its fees, effective only as of the end of the then-current Term and upon at least forty-five (45) days prior notice to Customer, which notice may be provided by e-mail. Customer 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, which may be provided by email. Any Renewal Term in which the authorized usage, products, or subscription length has decreased from the prior Term will result in re-pricing for the Renewal Term. Fees for other Professional Services will be charged on an as-quoted basis.

7.2 Payment Obligations for Professional Services. Unless otherwise expressly stated in an applicable SOW or Order Form, Professional Services fees are invoiced monthly in arrears. Customer will pay BlackLine for the Professional Services at the rate(s) specified in the applicable SOW or Order Form. Any amount set forth in a SOW or Order Form is solely a good-faith estimate for Customer's budgeting and BlackLine's resource-scheduling purposes and is not a guarantee that the Professional Services will be completed for that amount; the actual amount may be higher or lower. Professional Services shall not exceed the estimated number hours in the aggregate without Customer's written consent (which may be via e-mail) or a Change Order. Customer will reimburse BlackLine for reasonable travel and out-of-pocket expenses incurred in connection with the Professional Services, so long as Customer has previously approved the expense or range of expenses in question. If an estimate of incidental expenses is provided in the applicable SOW or Order Form, BlackLine will not exceed such estimate without Customer's written consent.

7.3 Billing Information. Customer agrees to provide BlackLine with complete and accurate billing and contact information including its legal company name, street address, e-mail, and name and telephone number of an authorized billing contact and License Administrator(s), and to update this information within thirty (30) days of any change to it. All fees are billed in the currency specified in the Order Form. Customer must provide BlackLine any necessary third-party payment portal information (and purchase orders if applicable) within five (5) days of the Effective Date of the applicable Order Form. Failure to timely provide such information may lead to a late payment charge and/or suspension as set forth in Section 7.5 below.

7.4 Payment Disputes. If Customer believes a bill is incorrect or wish to dispute any charges contained therein, Customer must notify BlackLine in writing within sixty (60) days of the date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

7.5 Late Payment and Suspension. Delinquent invoices are subject to interest of one percent (1%) per month on any outstanding balance or the maximum permitted by law, plus expenses of collection. If an invoice is not disputed in good faith (and in addition to its other rights), BlackLine reserves the right to terminate this Agreement, or suspend Customer's access to the Hosted Service, and performance of any Professional Services, if any undisputed delinquent payment is not received by BlackLine within thirty (30) days after notice to Customer of such delinquency. Customer will continue to be charged for its licenses during any period of suspension.

7.6 Excess Data Storage Fees. Unless otherwise stated in an applicable Order Form, the maximum disk storage space provided to Customer without additional charge is 2 GB per assigned User for Hosted Service subscriptions. Customer's usage in excess of these storage limits may result in additional charges.

7.7 Taxes. BlackLine's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction based on amounts paid or payable under the Agreement (collectively, "Taxes"). Customer shall pay all Taxes associated with its purchases hereunder. BlackLine will invoice and Customer will reimburse any of Customer's Taxes which BlackLine is legally obligated to pay or collect, unless Customer provides BlackLine with a valid tax exemption certificate from the appropriate taxing authority. BlackLine is solely responsible for taxes based on its net income, property and employees. Customer may withhold income or corporation tax ("Withholding Tax") if it is legally obligated to withhold, and shall provide BlackLine with a receipt from the relevant tax authority. If there is an applicable double tax treaty providing for an exemption from or reduction of Withholding Tax, Customer will request any required documentation from BlackLine prior to the payment deadline.

7.8 Reseller Orders. If Customer makes any purchases through a Reseller, the following shall apply: Instead of paying BlackLine, Customer will pay the applicable amounts to the Reseller, as agreed between Customer and the Reseller in its order with the Reseller. Customer's order details (e.g. Usage Metrics, Term etc.) will be as stated in the Order Form placed with BlackLine by the Reseller on Customer's behalf; Reseller is responsible for the accuracy of such Order Form. If Customer is entitled to a refund under this Agreement, then unless BlackLine otherwise specifies, BlackLine will refund any applicable fees to the Reseller, and the Reseller will be solely responsible for refunding the appropriate amounts to Customer. Resellers are not authorized to modify this MSA or make any promises or commitments on behalf of BlackLine, and BlackLine is not bound by any obligations to Customer other than as set forth in this MSA. The amount paid or payable by the Reseller to BlackLine for Customer's use of the applicable Hosted Service under this Agreement will be deemed the amount actually paid or payable by Customer to BlackLine under this MSA for purposes of calculating the limits of liability under this MSA.

8. Term and Termination.

8.1 Term. This Agreement commences on the Effective Date and will continue for the Initial Term and any 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 Customer an invoice for such Renewal Term, unless (a) Customer has previously provided BlackLine with at least thirty (30) days' written notice prior to the end of the then-current Term that it elects not to renew the Agreement, or (b) BlackLine has provided Customer 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.

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 Customer terminates this Agreement pursuant to Section 8.3, BlackLine will issue Customer a pro-rated 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, Customer will pay any unpaid fees covering the remainder of the then-current Term. In no event will any termination relieve Customer of the obligation to pay any fees payable to BlackLine for the period prior to the effective date of termination. Upon any termination of an SOW or Order Form for Professional Services, Customer will pay any unpaid fees and expenses incurred until the termination date.

8.5 Return of Customer Data on Termination. If a written request is made by Customer prior to the expiration or termination of this Agreement, BlackLine will make an export of the Customer Data available to Customer within thirty (30) days of such expiration or termination. Upon receipt, Customer must confirm that the returned files of Customer Data are complete. During the Term of this Agreement, Customer's designated License administrator will be able to download a copy of the Customer Data. Customer hereby instructs BlackLine to delete all Customer Data from BlackLine's systems (including any backups) in accordance with applicable law upon expiration or termination of this Agreement. BlackLine will comply with this instruction as soon as

reasonably practicable, but in no case in excess of a period of 180 days except as otherwise required by applicable law.

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; and (c) 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 Compliance with Laws. Each party agrees to comply with all applicable laws and regulations with respect to the use of and access to the Hosted Service or the provision of the Hosted Service. BlackLine is not responsible for determining whether the Hosted Service is sufficient for Customer's compliance with any applicable law. The Hosted Service is subject to export control and sanctions laws and regulations, including without limitation those of the U.S. and the E.U. (collectively, "Trade Regulations"). 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 jurisdiction or in violation of any applicable trade regulations.

9.3 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.

9.4 Remedies. If, despite its commercially reasonable efforts, BlackLine is unable to remedy the non-conformance as set forth in Section 9.3, then Customer's 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 Customer. BlackLine will indemnify and defend Customer and its parents, subsidiaries, affiliates, Licensed Entities, 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 Customer shall indemnify BlackLine for any such claims); (ii) any information, component or application provided or made available by Customer or any third party; (iii) any modification of the Hosted Service by a party other than BlackLine or our authorized agents; or (iv) Customer's 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 Customer 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 Customer's 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 Customer's Agreement upon ninety (90) days advance written notice to Customer, in which case BlackLine shall issue to Customer a prorated refund for any prepaid fees covering the period Customer was not able to use the Hosted Service due to the infringement claim. The rights and remedies granted to Customer under this Section state BlackLine's entire liability, and Customer's sole and exclusive remedy, with respect to an infringement by BlackLine of a third party's Intellectual Property Rights.

10.2 Customer's Indemnification of BlackLine. Customer 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 Customer's use of a Third Party Application, or content Customer submits to or publishes on any Third Party Application. The rights and remedies granted to BlackLine under this Section 10 state Customer's entire liability, and BlackLine's sole and exclusive remedy, with respect to an infringement by Customer 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 does not require an admission of wrongdoing); 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. OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET OUT IN THE AGREEMENT, 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, OR FITNESS FOR A PARTICULAR PURPOSE. THESE DISCLAIMERS APPLY TO THE FULL EXTENT PERMITTED BY LAW.

12. Liability.

12.1 Liability Cap. EACH PARTY'S AGGREGATE LIABILITY 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 CUSTOMER UNDER THE ORDER FORM IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT(S) GIVING RISE TO SUCH CLAIM.

12.2 Exceptions. The aforementioned limitations shall not apply to: (a) a party's gross negligence, willful misconduct or fraud; (b) a party's obligations in Section 10 (Indemnification); (c) a violation of the other party's Intellectual Property Rights; (d) Customer's obligation to pay amounts due under this Agreement; (e) death or personal injury; and (f) to the extent prohibited by applicable law.

12.3 Exclusion of Certain Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, LOST DATA, OR ANY OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION, OR GOODWILL) OF ANY TYPE HOWEVER CAUSED.

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 or disclose 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 Licensed Entities', 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, 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.

14. Notices.

14.1 BlackLine may give electronic notices by general notice via the Hosted Service and/or electronic mail to Users' e-mail addresses on record with BlackLine.

14.2 Any other notices will be in writing and deemed given to the addresses set forth herein, except that email will not be sufficient for notices regarding any legal claim or alleged breach. Notice to BlackLine will be addressed to the address specified in Appendix A. Notice to Customer will be addressed to the address on record in BlackLine's account information.

15. Assignment; Change in Control. This Agreement may not be assigned by either party 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. Such assignment is subject to the assumption of the assigned agreement by the assignee. 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. Protection of Personal Data. The terms of the data processing addendum at <https://www.blackline.com/legal/data-privacy-addendum> ("DPA") posted as of the Effective Date are hereby incorporated by reference. BlackLine is an independent data controller of User Contact Information, and shall process such information in accordance with BlackLine's Privacy Policy at <https://www.blackline.com/legal/privacy-policy/>

17. Choice of Law and Forum.

17.1 Governing Law; Jurisdiction. Each party agrees to the governing law (without regard to the choice or conflicts of law provisions of any jurisdiction) and to the exclusive jurisdiction and venue for disputes, as set out in Appendix A.

17.2. Arbitration. 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 the location of exclusive jurisdiction, and venue as set out in Appendix A. 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, the parties acknowledge that a material breach of this Agreement may cause the non-breaching party irreparable harm for which there may be no adequate remedy at law, and that under such circumstances, the non-breaching party shall be entitled to equitable relief by injunction or otherwise in any court having jurisdiction, without the obligation of posting any bond or surety.

17.3 Force Majeure. Neither Party will be liable for any delay or failure of performance as a result of any cause or condition beyond such Party's reasonable control (including, but not limited to: fire, explosion, collapse of building, earthquake, storm, flood, wind, drought or act of God or the elements; court order; act, delay or failure to act by civil, military or other governmental authority; strike, lockout, labor dispute, riot, insurrection, sabotage, terrorist attack or war; interruption or failure of internet or other telecommunications service; epidemic or pandemic; or act, delay or failure to act by the other party or any third party. This Section does not apply to any payment obligation of either party paid and/or due during the Term.

18. General Provisions.

18.1 Entire Agreement. This Agreement comprises the entire agreement between Customer 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.

18.2 Order of Precedence. Except as specifically provided herein, in the event of a conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable SOW or Order Form, (2) any exhibit, schedule or appendix to this MSA, (3) the body of this MSA.

18.3 Modifications. No modification or amendment of this Agreement shall be effective unless in writing and signed by the parties, provided that if this Agreement is assented to by Customer via click-through or URL, BlackLine may modify such click-through or URL version by sending a notice to the email address on record with BlackLine or by otherwise notifying Customer in accordance with Section 14.

18.4 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.

18.5 Relationship of the Parties. No joint venture, partnership, employment, or agency relationship exists between Customer and BlackLine as a result of this Agreement. There are no third-party beneficiaries under this Agreement.

18.6 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.

18.7 Future Functionality. Customer agrees that its 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.

18.8 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.

18.9 Modification of Incorporated Terms. Except for the terms of this MSA, BlackLine may change terms incorporated into this Agreement, provided any changes do not result in a material decrease in the functionality of the Hosted Service or Customer's rights under this agreement, or as required to comply with applicable law.

18.10 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, Notices and Choice of Law and Forum.

19. Additional Documents. The following is hereby incorporated into this Agreement by reference.

- Appendix A: Region Specific Terms
- Appendix B: Professional Services Addendum

Appendix A – Region Specific Terms

1. BlackLine Region Contract Terms. The address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the jurisdiction and venue of such dispute or lawsuit, shall depend on where the Customer is domiciled. For purposes of this Section, “domiciled” means the principal place from which the business of Customer is conducted, directed, or managed.

If the Customer is domiciled in:	Governing Law is:	Exclusive Jurisdiction/Venue shall be:	Notice shall be addressed to BlackLine at:
United States, Mexico, Central America, South America, or the Caribbean	California, United States	Los Angeles, California United States	21300 Victory Blvd 12th Floor, Woodland Hills, CA, 91367-7734, United States, Attention: Legal Legal@blackline.com
Canada	British Columbia, Canada	Vancouver, Canada	21300 Victory Blvd 12th Floor, Woodland Hills, CA, 91367-7734, United States, Attention: Legal Legal@blackline.com
Europe, Middle East, or Africa (other than France, Germany, Netherlands, and United Kingdom)	England & Wales	London, England	21300 Victory Blvd 12th Floor, Woodland Hills, CA, 91367-7734, United States, Attention: Legal Legal@blackline.com
France	France	Paris, France	21300 Victory Blvd 12th Floor, Woodland Hills, CA, 91367-7734, United States, Attention: Legal Legal@blackline.com
Germany	German	Frankfurt, Germany	21300 Victory Blvd 12th Floor, Woodland Hills, CA, 91367-7734, United States, Attention: Legal Legal@blackline.com
Netherlands	Netherlands	Amsterdam, Netherlands	21300 Victory Blvd 12th Floor, Woodland Hills, CA, 91367-7734, United States, Attention: Legal Legal@blackline.com
United Kingdom	England & Wales	London, England	21300 Victory Blvd 12th Floor, Woodland Hills, CA, 91367-7734, United States, Attention: Legal Legal@blackline.com
Asia or the Pacific region including Australia or New Zealand (other than Japan)	New South Wales, Australia	New South Wales, Australia	21300 Victory Blvd 12th Floor, Woodland Hills, CA, 91367-7734, United States, Attention: Legal Legal@blackline.com

Japan	Japan	Tokyo, Japan	21300 Victory Blvd 12th Floor, Woodland Hills, CA, 91367-7734, United States, Attention: Legal Legal@blackline.com With copy to Midtown Tower, 9-7-1, Akasaka, Minato-ku, Tokyo, Attention: Representative Director
Any other country	California, United States	Los Angeles, California United States	21300 Victory Blvd 12th Floor, Woodland Hills, CA, 91367-7734, United States, Attention: Legal Legal@blackline.com

2. Translations. The MSA and any related documents may be translated into one or more languages; however, the English translation shall be the official version and shall prevail over all other translations.

3. Local Law Requirements – Europe. If Customer is domiciled in Europe, Section 17.2 (Arbitration) of the Master Subscription Agreement shall not apply.

4. Local Law Requirements – Japan. If Customer is domiciled in Japan, the following provision(s) shall be applicable: (1) Anti-social Forces. Each party hereby represents and warrants to the other party that (a) its officers or employees are not, or are not associated with any anti-social forces (hanshakaitekiseiryoku), (b) no anti-social forces are involved with its management, and (c) it or its officers or employees do not, directly or indirectly, have monetary or other relationship with any anti-social forces, or provide funds under any name to or support any anti-social force, and covenant to the other party that it shall not do anything which may result in any of the items described above. Each party may promptly terminate the Agreement by notice to the other party in case of breach of the representations and warranties or covenants set forth in this Section.

Appendix B – Professional Services Addendum

Customer may engage BlackLine to perform Professional Services under the terms of an applicable SOW and/or Order Form. In addition to what is stated in the MSA above, the following terms shall apply to such Professional Services, if any.

1. Customer Obligations.

1.1 Cooperation. Customer will cooperate reasonably and in good faith with BlackLine in its performance of Professional Services by, without limitation: (a) actively participating in scheduled project meetings; (b) timely responding to BlackLine's inquiries related to the Professional Services; (c) assigning an internal project manager for each SOW or Order Form to serve as a primary point of contact for BlackLine; (d) allocating reasonably sufficient resources and timely performing any tasks reasonably necessary to enable BlackLine to perform its obligations under each SOW or Order Form; (e) timely delivering any materials and/or any other obligations required under each SOW or Order Form; and (f) providing complete, accurate, and timely information, data and feedback, all as reasonably required.

1.2 Delays. Any delay in the performance of Professional Services caused by Customer's unavailability or delays in performing tasks assigned to Customer may result in delaying the project, which may require additional hours to complete. Such additional hours will be estimated and submitted to customer for approval in a Change Order form and charged at the applicable hourly rate.

1.3 Onsite Professional Services. If onsite Professional Services are included under an SOW or an Order Form, Customer will work with BlackLine to identify the dates for such onsite Professional Services at least 3-4 weeks in advance and, in a timely manner and at no charge to BlackLine, provide dedicated resources during such onsite visits reasonably sufficient to enable BlackLine to perform its obligations under the applicable SOW or Order Form.

1.4 Customer Contractors. Customer will be solely responsible for the performance of any contractors, consultants and other third parties engaged directly by Customer in connection with the Professional Services, and in no event will BlackLine be responsible for the acts or omissions of any third party engaged by Customer.

2. Change Orders.

2.1 Change Orders. Changes to an SOW or Order Form will require a mutually executed change order effective between the parties prior to implementation of the changes ("Change Order"). Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule. Change Orders will be deemed incorporated by reference in the applicable SOW or Order Form.

2.2 Change Order Process. Customer may request a modification to an SOW or Order Form by providing BlackLine written notice that describes in reasonable detail the requested modification and BlackLine will provide a written response within a reasonable amount of time. In the case BlackLine elects to proceed with the change requested by Customer or is itself requesting a change to an SOW or Order Form, BlackLine shall provide Customer with a Change Order form to be mutually agreed upon, which will include the estimated effort required to make the requested modification(s) and the impact on the estimated cost and specification(s) ("Change Request Process").

3. Professional Services Warranty. BlackLine warrants that any Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of the above warranty, Customer's exclusive remedy and BlackLine's entire liability will be the re-performance of the applicable Professional Services. If BlackLine is unable to re-perform the Professional Services as warranted, Customer will be entitled to recover the Professional Services fees paid to BlackLine for the deficient Professional Services. Customer must make any claim under the foregoing warranty to BlackLine within thirty (30) days of performance of such Professional Services in order to receive the foregoing warranty remedies.