

# PastPerfect Web Edition Terms of Service

Last Updated: December 17, 2019

These Terms of Service (these "**Terms**") set forth the terms and conditions upon which PastPerfect Software, Inc. ("**PastPerfect**") will provide Subscriber (defined below) access to PastPerfect Web Edition, PastPerfect's cloud-based software-as-a-service offering a database-driven solution for museum collections and contacts management, and related services provided by PastPerfect in connection therewith (collectively, the "**Service**"). These Terms, together with the Order, the [Acceptable Use Policy](#), and the [Privacy Policy](#) (each as defined below) form a binding agreement between PastPerfect and Subscriber (collectively, the "**Agreement**"). PastPerfect and Subscriber may be referred to herein, individually, as a "**Party**" and, together, as the "**Parties**."

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING THE PLATFORM (DEFINED BELOW) OR USING THE SERVICE. BY CLICKING "ACCEPT", SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THESE TERMS. IF SUBSCRIBER DOES NOT AGREE TO ALL OF THESE TERMS, SUBSCRIBER MAY NOT ACCESS THE PLATFORM OR USE THE SERVICE.

THE INDIVIDUAL ACCEPTING THESE TERMS (THE "**AUTHORIZED REPRESENTATIVE**") HEREBY REPRESENTS THAT SUCH ACCEPTANCE IS MADE ON BEHALF OF SUBSCRIBER AS AN AGENT, EMPLOYEE OR REPRESENTATIVE OF SUBSCRIBER, AND SUCH INDIVIDUAL HEREBY REPRESENTS AND WARRANTS THAT HE/SHE HAS THE AUTHORITY TO ACT ON SUBSCRIBER'S BEHALF AND BIND SUBSCRIBER TO THESE TERMS.

PastPerfect may make reasonable modifications to these Terms from time to time (each a "**Revised Version**") in accordance with [Section 2\(a\)](#) (Modifications).

## 1. Definitions

- (a) "**Acceptable Use Policy**" has the meaning set forth in [Section 3\(c\)](#).
- (b) "**Access Credentials**" has the meaning set forth in [Section 3\(a\)](#).
- (c) "**Aggregated Data**" has the meaning set forth in [Section 10\(e\)](#).
- (d) "**Authorized Representative**" has the meaning set forth above.
- (e) "**Authorized User**" means Subscriber's employees, consultants, contractors, agents and representatives who are authorized by Subscriber, under the rights granted to Subscriber pursuant to these Terms, to access and use the Service via Access Credentials.
- (f) "**Confidential Information**" has the meaning set forth in [Section 9\(a\)](#).
- (g) "**Documentation**" means any user manuals, handbooks, guides and other end user materials relating to the Subscription and an Authorized User's use of the Service, as provided

by PastPerfect to Subscriber or any Authorized User, whether electronically or in hard copy form or available at [museumsoftware.com](http://museumsoftware.com) or [mypastperfect.com](http://mypastperfect.com).

(h) "**Fees**" has the meaning set forth in [Section 7\(a\)](#).

(i) "**Intellectual Property Rights**" means all forms of industrial and intellectual property rights and protections throughout the world, including any: (i) patents (including any patent applications, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof); (ii) copyrights; (iii) Internet domain names, trademarks, service marks, and trade dress, together with all goodwill associated therewith; (iv) trade secrets;

(v) rights in databases and designs (ornamental or otherwise); (vi) moral rights, rights of privacy, rights of publicity, and similar rights; and (vii) any other proprietary rights and protections, whether currently existing or hereafter developed or acquired arising under statutory or common law, including all applications, disclosures, and registrations with respect thereto.

(j) "**Order**" means the set of information comprising the (i) details of Subscriber's Subscription to be purchased under these Terms, including but not limited to the Subscription level selected by Subscriber, the applicable Subscription Fees, and the Subscription Term; (ii) Subscriber's contact information; and (iii) the name and information of Subscriber's Authorized Representative, each as provided via telephone by a Subscriber representative to a PastPerfect representative. The Order is hereby incorporated by reference into, and is at all times subject to, these Terms.

(k) "**PastPerfect Technology**" means the Platform, the Service, the Documentation, the Aggregated Data, and any other Technology owned or controlled by PastPerfect, whether prior to or during the Subscription Term; any improvements to or derivatives thereof, whether made by or on behalf of PastPerfect or Subscriber, alone, jointly, or in conjunction with others; and any information, data, or other content derived from PastPerfect's monitoring of Authorized Users' access to or use of the Service, but excluding any Subscriber Data and Subscriber Results.

(l) "**Platform**" means, collectively, PastPerfect's proprietary software applications via which Subscriber and Authorized Users may access the Service in accordance with these Terms.

(m) "**Privacy Policy**" means PastPerfect's [Privacy Policy](#) applicable to the Service, as the same may be updated from time to time by PastPerfect in accordance with the terms thereof. The Privacy Policy is hereby incorporated by reference into these Terms.

(n) "**Service**" has the meaning set forth above.

(o) "**Subscriber**" means the entity or organization identified in the Order as the applicable customer.

(p) "**Subscriber Data**" means any information, data, and other content, in any form and of any type, that (i) is input directly to the Platform by an Authorized User on behalf of Subscriber; (ii) Subscriber has granted PastPerfect permission to collect via the Platform, whether directly or indirectly (e.g., through a Third-Party Service); or (iii) is submitted, posted, or otherwise transmitted to PastPerfect via the Service by an Authorized User on behalf of Subscriber,

including, without limitation, in each of the foregoing cases, any such information describing or otherwise relating to (A) Subscriber's museum collection, or (B) Subscriber's members and their respective memberships; (C) Subscriber's employees or volunteers and their respective roles and other terms of service; (D) Subscriber's donors or pledgees and their respective donations or pledges, as applicable; and (E) name, contact information for any of the individuals listed in clauses (B) through (D).

(q) "**Subscriber Results**" has the meaning set forth in Section 10(d).

(r) "**Subscriber Systems**" has the meaning set forth in Section 4(b).

(s) "**Subscription**" has the meaning set forth in Section 3(a).

(t) "**Subscription Term**" has the meaning set forth in Section 14(a).

(u) "**Support Services**" has the meaning set forth in Section 6.

(v) "**Technology**" means, collectively, all software, technology, designs, formulae, algorithms, procedures, methods, discoveries, processes, techniques, ideas, know-how, research and development, technical data, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice) apparatus, creations, inventions, improvements, works of authorship in any media, confidential, proprietary or nonpublic information, and other similar materials, and all recordings, graphs, drawings, reports, analyses and other writings, and other tangible embodiments of the foregoing in any form whether or not listed herein, and all technology related thereto.

(w) "**Third-Party Services**" has the meaning set forth in Section 5(b).

## **2. Modifications; Disclosures.**

(a) Modifications. PastPerfect may modify these Terms at any time with notice deemed to be reasonable under the circumstances, in PastPerfect's sole discretion, by posting the revised version on the PastPerfect website and communicating it to Subscriber through the Service to the person listed as the Authorized Representative on the Order (each a "**Revised Version**"). The Revised Version will be effective as of the time it is posted, but will not apply retroactively. Subscriber's continued use of the Service after the posting of a Revised Version constitutes Subscriber's acceptance of such Revised Version. If Subscriber does not agree to a Revised Version, Subscriber and its Authorized Users may not access the Platform or use the Service. Any dispute that arose hereunder before the Revised Version went into effect will be governed by the applicable terms of the Agreement that were in place when such dispute arose.

(b) E-Disclosures. PastPerfect may provide Subscriber with disclosures and notices required by law and other information about Subscriber's Subscription electronically, by pushing notifications through the Service, or by e-mailing it to Subscriber via the e-mail address listed for Subscriber in the Order. Electronic disclosures and notices have the same meaning and effect as if PastPerfect had provided Subscriber with paper copies. Such disclosures and notices are considered received by Subscriber within twenty-four (24) hours following the time e-mailed to Subscriber or pushed via the Service. If Subscriber wishes to withdraw consent to

receiving electronic communications, Subscriber may contact [support@museumsoftware.com](mailto:support@museumsoftware.com).

### 3. Access and Use.

(a) Provision of Access. Subject to and conditioned on Subscriber's timely payment of all Fees and compliance with all other terms and conditions of the Agreement, PastPerfect hereby grants Subscriber a non-exclusive, non-transferable (except in compliance with Section 15(g)) right to access and use the Service during the Subscription Term, solely for Subscriber's internal business purposes and to authorize Authorized Users to access and use the Service for the same purposes (the "**Subscription**"). PastPerfect will provide to Subscriber the necessary passwords and network links or connections to allow Subscriber to access the Service and to set up usernames and passwords for Authorized Users (collectively, the "**Access Credentials**").

(b) Documentation License. Subject to Subscriber's compliance with all terms and conditions of the Agreement, PastPerfect hereby grants to Subscriber a non-exclusive, nonsublicensable (other than to Authorized Users), non-transferable (except in compliance with Section 15(g)) license to use the Documentation during the Subscription Term solely for Subscriber's internal business purposes in connection with its use of the Service.

(c) Acceptable Use. Subscriber will at all times, and will ensure that its Authorized Users at all times, abide by the terms of Past Perfect's [Acceptable Use Policy](#) applicable to the Service (the "**Acceptable Use Policy**"), which is hereby incorporated into these Terms by reference. Upon accessing the Service for the first time, the Authorized Representative and each Authorized User will be required to review and agree to the [Acceptable Use Policy](#).

(d) Use Restrictions. Subscriber will not use the Service for any purpose beyond the scope of the access granted to Subscriber under these Terms or in any manner that is inconsistent with the terms of the [Acceptable Use Policy](#). Without limiting the generality of the foregoing, Subscriber shall not, and will ensure that its Authorized Users do not, directly or indirectly, at any time, (i) copy, modify, or create derivative works of the Service or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service or Documentation, including in connection with any timesharing, service bureau, software as a service, cloud, or other technology or service; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service, in whole or in part; (iv) bypass or breach any security device or protection used by the Service or the Platform or access or use the Service or the Platform other than through the use of then-valid Access Credentials; (v) remove any proprietary notices from the Service or Documentation; (vi) input, upload, transmit, or otherwise provide to or through the Service or PastPerfect Systems any Subscriber Data or other information or materials that (A) contains, transmits, or activates any harmful code, or (B) is unlawful, abusive, malicious, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy right or right of publicity, or racially or ethnically objectionable, or (C) infringes upon or violate the Intellectual Property Rights of any third party; (vii) use the Service or Documentation in any manner or for any purpose that

infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party or that violates any applicable law; or (vii) access or use the Service, Platform, or Documentation for purposes of competitive analysis of the Service, Platform, or Documentation, the development, provision, or use of a competing service or product, or any other purpose that is to PastPerfect's detriment or commercial disadvantage.

(e) Reservation of Rights. Except for the limited rights and licenses expressly granted under these Terms, nothing herein is intended or will be construed to grant, by implication, waiver, estoppel, or otherwise, to Subscriber or any third-party any Intellectual Property Rights or other right, title, or interest in or to the PastPerfect Technology, and PastPerfect reserves all other rights.

(f) Suspension. Notwithstanding anything to the contrary in the Agreement, PastPerfect may temporarily suspend Subscriber's and any Authorized User's access to any portion or all of the Service (i) if PastPerfect reasonably determines that (A) there is a threat or attack on the Platform or any other PastPerfect Technology; (B) Subscriber's or any Authorized User's use of the Service disrupts or poses a security risk to the Platform or any other PastPerfect Technology or to the rights or property of any other customer or vendor of PastPerfect; (C) Subscriber, or any Authorized User, is using the Service in violation of the [Acceptable Use Policy](#); (D) Subscriber, or any Authorized User, is using any other PastPerfect Technology for fraudulent or illegal activities; (E) subject to applicable law, Subscriber has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (F) PastPerfect's provision of the Service to Subscriber or any Authorized User is prohibited by applicable law; or (G) any vendor of PastPerfect has suspended or terminated PastPerfect's access to or use of any third-party services or products required to enable Subscriber to access the Service; or (ii) in accordance with [Section 14\(b\)](#) (Termination) (any such suspension, a "**Service Suspension**"). PastPerfect shall use commercially reasonable efforts to provide Subscriber with written notice of any Service Suspension and to provide updates regarding any anticipated resumption of access to the Service following any Service Suspension. PastPerfect shall use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. PastPerfect will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Subscriber or any Authorized User may incur as a result of any Service Suspension.

#### **4. Subscriber Obligations.**

(a) Use of the Service. Subscriber is responsible and liable for all uses of the Service and Documentation resulting from any user access provided by Subscriber, including but not limited to Authorized User access, whether directly or indirectly, and whether such access or use is permitted by or in violation of any term of the Agreement. Without limiting the generality of the foregoing, (i) Subscriber is responsible for all acts and omissions of its Authorized Users, by or through the Subscriber Systems or Subscriber's Access Credentials, and (ii) any act or omission by an Authorized User that would constitute a breach of any term of the Agreement if taken by Subscriber will be deemed a breach of the Agreement by Subscriber.

Subscriber shall use reasonable efforts to make all Authorized Users aware of the Agreement's provisions as applicable to such Authorized Users' use of the Service, and shall cause Authorized Users to comply with such provisions.

(b) Subscriber Systems; Subscriber Data. Subscriber shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Subscriber Systems**"). Subscriber will retain sole control over the operation, maintenance, management, and security of, and all access to and use of, the Subscriber Systems. Subscriber is further exclusively responsible for (i) all Subscriber Data, including its use, accuracy, quality, and reliability; (ii) all information, instructions, and materials provided to PastPerfect by or on behalf of Subscriber in connection with the Service; (iii) the Subscriber Systems; and (iv) the security and use of Subscriber's Access Credentials. PastPerfect is not liable for any loss or damage arising from Subscriber's failure to protect its any of the foregoing.

(c) Corrective Action and Notice. If Subscriber becomes aware of any actual or threatened activity prohibited by the [Acceptable Use Policy](#) or by [Section 3\(d\)](#) (Use Restrictions), Subscriber shall, and shall cause its Authorized Users to, immediately (i) notify PastPerfect of such actual or threatened activity, and (ii) take all reasonable and lawful measures within their respective control that may be reasonably necessary or appropriate to stop the activity or threatened activity and to mitigate its effects.

## 5. Third-Party Links; Third-Party Services.

(a) Third-Party Links. Portions of the Service may contain links to websites operated by third parties. Such links are provided for Subscriber's convenience only, and if Subscriber accesses any such linked websites Subscriber does so at its own risk. PastPerfect is not responsible for the content of any such websites, or the products and services sold on them, nor is PastPerfect responsible or liable for any loss or damage that may arise from Subscriber's use of such websites. When Subscriber visits a linked website, Subscriber should read the terms and conditions and privacy policy that govern that particular website. Links to third-party websites do not imply PastPerfect's endorsement of any content, advertising, products, services, or other materials on or available through such websites.

(b) Third-Party Services. The Service is designed to interface with certain services provided by third parties in order for the Service to operate as intended, in accordance with the Documentation (collectively, "**Third-Party Services**"). For example, PastPerfect uses Amazon Web Services (AWS) to provide hosted facilities and certain other specified services, and Microsoft SQL Server to provide database management services. PastPerfect reserves the right to change or add to the Third-Party Services on or in connection with which the Service operates. Subscriber acknowledges and agrees that some providers of Third-Party Services may, from time to time, (i) not allow PastPerfect access thereto, or (ii) make changes to their websites or other Third-Party Services, with or without notice to PastPerfect, that may affect the overall performance of the Service, including without limitation preventing or delaying certain functionalities of the Service. Subscriber further acknowledges and agrees that

PastPerfect has no control over the performance, reliability, or availability of any Third-Party Services, and that PastPerfect will have no liability whatsoever for the Third-Party Services or any actions or inactions on the part of the providers thereof that may result in Subscriber's inability to access or use the Service as intended.

**6. Support Services.** Subject to the terms and conditions of the Agreement, during the Subscription Term, PastPerfect will provide Subscriber with reasonable technical and operational support services as follows (the "**Support Services**").

(a) Subscriber may request Support Services via telephone at 1-800-562-6080 or via e-mail at [support@museumsoftware.com](mailto:support@museumsoftware.com).

(b) PastPerfect's support office is open during the hours of 9:00 am through 5:30 pm Eastern time, Monday through Friday, with the exclusion of U.S. holidays.

(c) PastPerfect will use commercially reasonable efforts to respond to all support requests within one (1) business day following PastPerfect's receipt thereof.

## **7. Fees and Payment.**

(a) Fees. As consideration for PastPerfect's provision of the Service, Subscriber shall pay PastPerfect, in U.S. Dollars, without offset or deduction, the annual fees due for the Subscription level chosen by Subscriber, as set forth in the Order (the "**Fees**").

(b) Payment of Fees Upon Renewal. By failing to provide PastPerfect with notice of non-renewal prior to the expiration of the Initial Term or any Renewal Term, as set forth in Section 14(a), Subscriber agrees to pay the Fees due for the subsequent Renewal Term. If Subscriber fails to make any payment when due, without limiting PastPerfect's other rights and remedies, (i) PastPerfect may, at its option, suspend Subscriber's and its Authorized Users' access to any portion or all of the Service or any Customer Data until such amounts are paid in full, without incurring any liability to Subscriber; (ii) PastPerfect may charge interest on the past due amount at the rate of one and one half percent (1.5%) per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (iii) Subscriber shall reimburse PastPerfect for all reasonable costs incurred by PastPerfect in collecting any late payments or interest, including reasonable attorneys' fees, court costs, and collection agency fees; and (iv) if such failure continues for thirty (30) days or more, PastPerfect may, at its option, permanently revoke Subscriber's access to the Service and permanently delete all Customer Data therefrom, without incurring any liability to Subscriber.

(c) Taxes. All Fees and other amounts payable by Subscriber under the Agreement are exclusive of taxes and similar assessments. Subscriber is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Subscriber hereunder, other than any taxes imposed on PastPerfect's income.

## 8. Subscriber Data.

(a) Subscriber Representations. Subscriber hereby represents, warrants, and covenants to PastPerfect that Subscriber owns or otherwise has (and, prior to PastPerfect's receipt thereof, will have) the necessary rights and consents in and to all Subscriber Data, so that PastPerfect's receipt, storage, and processing of Subscriber Data in accordance with the Agreement does not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights or other rights of any person or entity or any applicable law.

(b) Prohibited Data. Subscriber acknowledges that the Service is not designed with security and access management for processing the following categories of information: (i) any personal information that imposes specific data security obligations on PastPerfect for the processing of such data, including any "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, and other similar information, however described, as defined under applicable law; (ii) data that is classified and/or used on the United States Munitions list, including software and technical data; (iii) articles, services, and related technical data designated as defense articles or defense services; and (iv) ITAR (International Traffic in Arms Regulations) related data (each of the foregoing, "Prohibited Data"). Subscriber shall not, and shall not permit any Authorized User or other person or entity to, provide any Prohibited Data to, or process any Prohibited Data through, the Service or PastPerfect Systems.

Subscriber is solely responsible for reviewing all Subscriber Data and shall ensure that no Subscriber Data constitutes or contains any Prohibited Data.

(c) Data Backup. The Service does not replace the need for Subscriber to maintain regular data backups or redundant data archives. PastPerfect HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF SUBSCRIBER DATA.

(d) Privacy Policy. All Subscriber Data and any other information PastPerfect collects through Subscriber's or Authorized Users' access or use of the Service is subject to the [Privacy Policy](#). Subscriber hereby consents to all actions taken by PastPerfect with respect to such information in compliance with the [Privacy Policy](#).

## 9. Confidentiality.

(a) Confidential Information. From time to time during the Subscription Term, either Party may disclose or make available to the other Party information about its business affairs, products, Technology, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is (i) in the public domain; (ii) known to the receiving Party at the time of disclosure; (iii) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (iv) independently developed by the receiving

Party.

(b) Nondisclosure and Nonuse. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know such Confidential Information, and will use the Confidential Information of the other Party only as and to the extent necessary for the receiving Party to exercise its rights or perform its obligations hereunder. Each Party's obligations of non-disclosure and nonuse with regard to Confidential Information hereunder are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, that, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(c) Compelled Disclosures. Notwithstanding anything to the contrary in Section 9(b), each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under the Agreement, including to make required court filings.

(d) Return or Destruction of Confidential Information. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed.

## **10. Intellectual Property.**

(a) PastPerfect Technology. Subscriber acknowledges that (i) as between Subscriber and PastPerfect, PastPerfect owns and retains all right, title, and interest, including all Intellectual Property Rights, in and to the PastPerfect Technology; and (ii) with respect to Third-Party Services, the applicable third-party providers own and retain all right, title, and interest, including all Intellectual Property Rights, in and related to their respective Third-Party Services.

(b) Subscriber Data. PastPerfect acknowledges that, as between PastPerfect and Subscriber, Subscriber owns all right, title, and interest, including all Intellectual Property Rights, in and to the Subscriber Data. Subscriber hereby grants to PastPerfect (i) a non-exclusive, royaltyfree, worldwide license to reproduce, distribute, and otherwise use and display the Subscriber Data and to perform all acts with respect to the Subscriber Data as may be necessary for PastPerfect to provide the Service to Subscriber, and (ii) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Subscriber Data as incorporated within the Aggregated Data, for PastPerfect's

internal business purposes.

(c) Feedback. If Subscriber or any of its employees or contractors sends or transmits any communications or materials to PastPerfect by mail, e-mail, telephone, or otherwise, suggesting or recommending changes to the Platform, Service, or any other PastPerfect Technology, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), PastPerfect is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Subscriber hereby assigns to PastPerfect on Subscriber's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and PastPerfect is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever, although PastPerfect is not required to use any Feedback.

(d) Subscriber Results. Subscriber will own all right, title and interest in and to any data that is based on or derived from the Subscriber Data and provided to Subscriber as part of the Service (collectively, the "**Subscriber Results**"). If any Subscriber Results incorporate any PastPerfect Technology, in whole or in part, PastPerfect hereby grants to Subscriber a limited, non-exclusive, irrevocable, perpetual license to such incorporated PastPerfect Technology, to use solely to the extent necessary to enable Subscriber to use such Subscriber Results as contemplated under these Terms.

(e) PastPerfect Use of Subscriber Data and Subscriber Results; Aggregated Data. Notwithstanding anything to the contrary in the Agreement, PastPerfect will have the right, in connection with its business, and in accordance with the [Privacy Policy](#) to (i) monitor Subscriber's use of the Service and collect and compile any Subscriber Data, Subscriber Results, and other information relating to the provision, use and performance of various aspects of the Service and related systems and technologies; and (ii) use the Subscriber Data, Subscriber Results, and such other data and information to improve and enhance the Service and for other development, diagnostic and corrective purposes in connection with the Service and other offerings of PastPerfect, or for purposes of security and operations management, to create statistical analyses, whether for Subscriber or for internal purposes or another party, or research and development; and (iii) disclose such Subscriber Data, Subscriber Results, and other data and information, provided that the foregoing is in aggregate or other de-identified form (the "**Aggregated Data**"). Subscriber acknowledges that the Aggregated Data does not constitute Subscriber Data or Subscriber Results, and that, as between Subscriber and PastPerfect, PastPerfect will exclusively own and retain all right, title, and interest in and to the Aggregated Data, including but not limited to all Intellectual Property Rights therein. PastPerfect will be free to (A) make the Aggregated Data publicly available in compliance with applicable law, and (B) use the Aggregated Data to the extent and in the manner permitted under applicable law, provided that such Aggregated Data does not identify Subscriber, any Authorized User, or any other

employees, representatives, or customers of Subscriber, or any of their respective Confidential Information.

## 11. Limited Warranty; Warranty Disclaimers.

(a) **Limited Warranty.** During the Subscription Term, PastPerfect will use commercially reasonable efforts, consistent with prevailing industry standards, to provide and maintain the Service in a manner that minimizes errors and interruptions thereto and to provide the Support Services in accordance with [Section 6](#). Subscriber acknowledges that the Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by PastPerfect or by its third-party service providers, or because of other causes beyond PastPerfect's reasonable control. PastPerfect will use reasonable efforts to provide Subscriber with advance notice (e-mail suffices) of any scheduled disruption to the Service.

(b) **Warranty Disclaimer.** EXCEPT AS SET FORTH IN [SECTION 11\(A\)](#), THE SERVICE AND OTHER PASTPERFECT TECHNOLOGY ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND PASTPERFECT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PASTPERFECT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PASTPERFECT MAKES NO WARRANTY OF ANY KIND THAT THE PASTPERFECT TECHNOLOGY, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET SUBSCRIBER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(c) **No Professional Advice.** The information provided on or through any of the Service is for informational purposes only and should not be construed as legal, financial, accounting, or other professional advice. Subscriber should seek independent professional advice from a person who is licensed or otherwise knowledgeable in the applicable area before acting upon any information provided on or through the Service.

## 12. Indemnification.

### (a) PastPerfect Indemnification.

(i) PastPerfect shall defend and hold harmless Subscriber from and against any and all third-party claims, suits, actions, or proceedings (each a "**Third-Party Claim**") alleging that the Service, or any use of the Service in accordance with these Terms, infringes or misappropriates a valid U.S. patent, copyright, or trade secret in effect as of the Effective Date, and will indemnify Subscriber for any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Subscriber in connection with any such Third-Party Claim, provided that Subscriber

promptly notifies PastPerfect in writing of the claim, cooperates with PastPerfect, and allows PastPerfect sole authority to control the defense and settlement of such claim.

(ii) Notwithstanding Section 12(a)(i), in the event such a Third-Party Claim is made or appears possible, Subscriber agrees to permit PastPerfect, at PastPerfect's sole discretion, to (A) modify or replace the Service, or component or part thereof, to make it non-infringing, or (B) obtain the right for Subscriber to continue use of the Service. If PastPerfect determines that neither alternative is reasonably available, PastPerfect may terminate Subscriber's Subscription, in its entirety or with respect to the affected component or part, effective immediately on written notice to Subscriber.

(iii) This Section 12(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Service in combination with data, software, hardware, equipment, or technology not provided by PastPerfect or authorized by PastPerfect in writing; (B) modifications to the Service not made by PastPerfect; (C) Subscriber Data ; or (D) Third-Party Services.

(iv) THIS SECTION 11(A) SETS FORTH SUBSCRIBER'S SOLE REMEDIES AND PASTPERFECT'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICE INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

(b) Subscriber Indemnification. Subscriber shall indemnify and hold harmless PastPerfect for any Losses resulting from, and, at PastPerfect's option, will defend PastPerfect from and against, any Third-Party Claim (i) alleging that the Subscriber Data, or any use of the Subscriber Data in accordance with these Terms, infringes or misappropriates a valid U.S. Intellectual Property Right; or (ii) based on Subscriber's or any Authorized User's (A) negligence or willful misconduct; (B) use of the Service in a manner not authorized by these Terms; (C) use of the Service in combination with data, software, hardware, equipment or technology not provided by PastPerfect or authorized by PastPerfect in writing; or (D) modifications to the Service not made by PastPerfect. Subscriber may not settle any Third-Party Claim against PastPerfect unless PastPerfect consents to such settlement, and PastPerfect will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

**13. Limitations of Liability.** IN NO EVENT WILL PASTPERFECT BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PASTPERFECT WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PASTPERFECT'S AGGREGATE LIABILITY ARISING OUT

OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PASTPERFECT UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, WHICHEVER IS LESS. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN AND REFLECT A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES. THE SERVICE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS, AND SUBSCRIBER AGREES THAT THE LIMITATIONS OF LIABILITY AND DISCLAIMERS SPECIFIED HEREIN WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

#### **14. Subscription Term; Termination.**

(a) Subscription Term. The initial term of Subscriber's Subscription will commence on the date the Authorized Representative accepts and agrees to these Terms, and unless terminated earlier in accordance with the express provisions in these Terms, will continue in effect for one (1) year or such other number of years as may be set forth in the Order, provided that Subscriber has paid the total Fees owed for all such years (as applicable, the "**Initial Term**"). Prior to expiration of the Initial Term and any Renewal Term (defined below), PastPerfect will notify Subscriber that the Subscription will automatically renew upon such expiration. Unless, prior to such expiration, Subscriber provides notice of intent not to renew the Subscription, the term of the Subscription will automatically renew upon such expiration for an additional term of one (1) year, or such other number of years as may be set forth in the Order, provided that Subscriber has paid the total Fees owed for all such years (each a "**Renewal Term**" and together with the Initial Term, the "**Subscription Term**"). The Agreement will terminate in its entirety upon termination of the Subscription Term.

(b) Termination. In addition to any other express termination right set forth in these Terms:

- (i) PastPerfect may terminate the Subscription, effective on written notice to Subscriber, if Subscriber breaches any of its obligations under the [Acceptable Use Policy](#) or [Section 3\(c\)](#) or [Section 9](#);
- (ii) either Party may terminate the Subscription, effective on written notice to the other Party, if the other Party materially breaches the Agreement, and such breach either (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; and
- (iii) the Agreement will terminate automatically if the other Party (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon any expiration or earlier termination of the Subscription, PastPerfect may disable Subscriber's and its Authorized Users' access to the Service, and Subscriber shall, and shall instruct its Authorized Users to, immediately cease using the Service and all other PastPerfect Technology. In addition, without limiting Subscriber's obligations under Section 9, Subscriber shall delete, destroy, or return all copies of any PastPerfect Technology then in its possession or control and certify in writing to the PastPerfect that such PastPerfect Technology has been deleted or destroyed. The expiration or termination of the Agreement shall not (i) prejudice or affect any right of action or remedy that has accrued or will accrue to either Party due to the other Party's acts or omissions prior to the effective date of the termination or expiration; (ii) relieve Subscriber of its obligation to pay any Fees that have accrued or have become payable to PastPerfect under the Agreement as of the date of such expiration or termination; or (iii) entitle Subscriber to any refund of Fees paid up to such date.

(d) Survival. This Section 14(d) and Sections 1, 6, 7, 8, 9, 10, 11, 12, 13 and 15 will survive any termination or expiration of the Agreement.

## 15. Miscellaneous.

(a) Entire Agreement. The Agreement (including these Terms, the Order, the [Privacy Policy](#), [Acceptable Use Policy](#) and any other documents incorporated into these Terms by reference) constitutes the sole and entire agreement of the Parties with respect to the subject matter of the Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any conflict between these Terms, the Order, the Privacy Policy, the Acceptable Use Policy and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, these Terms; (ii) second, the Acceptable Use Policy, (iii) third, the Privacy Policy; (iv) fourth, the Order; and (v) fifth, any other documents incorporated by reference into these Terms.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties as follows (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section 15(b)): (i) if to Subscriber, at the address provided on in the Order, and (ii) if to PastPerfect, at the following address:

PastPerfect Software, Inc.  
300 N. Pottstown Pike, Suite 200  
Exton, PA 19341  
Attn: Richard Hilton

All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), e-mail (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as may be otherwise provided in the Agreement, a Notice is effective only (A) upon receipt by the receiving Party; and (B) if the Party giving the Notice has complied with the requirements of this Section 15(b).

(c) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. No amendment to or modification of the Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as may be otherwise expressly set forth in the Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Agreement will operate or be construed as a waiver thereof; and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify the Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Any legal suit, action, or proceeding arising out of or related to the Agreement or the rights granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in the city of Austin, County of Travis, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) Assignment. Subscriber may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of PastPerfect. Any purported assignment or delegation in violation of this Section 15(g) will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(h) Export Regulation. The Service utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Subscriber shall not, directly or indirectly, export, re-export, or release the Service or the underlying software or technology to, or make the Service or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Subscriber shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Service or the underlying software or technology available outside the US.

(i) US Government Rights. Each of the Documentation and the software components that constitute the Service is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Subscriber is an agency of the US Government or any contractor therefor, Subscriber only receives those rights with respect to the Service and Documentation as are granted to all other end users, in accordance with (i) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (ii) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

(j) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 9 or, in the case of Subscriber, Section 3(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(k) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

**BY ACCEPTING THESE TERMS OF SERVICE ON BEHALF OF THE SUBSCRIBER ENTITY, YOU HEREBY REPRESENT THAT YOU HAVE THE AUTHORITY TO ACT ON THE SUBSCRIBER'S BEHALF AND TO BIND SUBSCRIBER TO THE TERMS AND CONDITIONS SET FORTH THEREIN.**

# PastPerfect Software, Inc.

## Privacy Policy

Last Updated: October 12, 2023

PastPerfect Software, Inc. ("**PastPerfect**," "**we**," or "**us**") is committed to protecting the privacy of our clients and visitors ("**user**" or "**you**") to our websites, [museumsoftware.com](https://museumsoftware.com) and [mypastperfect.com](https://mypastperfect.com) (collectively, the "**Site**"). We have therefore adopted this Privacy Policy (this "**Policy**") to inform you that we collect certain information from you when you visit the Site or sign up for a subscription (each an "**Subscription**") for the services we offer through the Site (collectively, the "**Service**"), or otherwise provide us with information via the Site or the Service. This Privacy Policy is intended to provide you with a clear understanding of the types of information we collect, the purpose of that collection, how we use the information, whether and with whom we share it, how we protect it, and the choices we offer you regarding our collection and use of such information.

**PLEASE READ THIS PRIVACY POLICY CAREFULLY. BY USING THE SITE OR THE SERVICE, WHICH USE IS AT ALL TIMES SUBJECT TO OUR [TERMS OF SERVICE](#), YOU CONSENT TO OUR COLLECTION AND USE OF YOUR PERSONAL INFORMATION (DEFINED BELOW) AS DESCRIBED IN THIS PRIVACY POLICY. IF YOU DO NOT CONSENT TO OUR COLLECTION AND USE OF YOUR PERSONAL INFORMATION AS SET FORTH IN THIS PRIVACY POLICY, YOU MAY NOT ACCESS THE SITE OR THE SERVICE AND MUST IMMEDIATELY CEASE ALL USE THEREOF.**

**Except as set forth in this Privacy Policy, your Personal Information will not be used for any other purpose without your consent. You may withdraw your consent to our processing of your Personal Information at any time. However, withdrawing consent may result in your inability to continue using the Site or the Service or some of their features. Capitalized terms used but not otherwise defined in this Privacy Policy have the respective meanings given to such terms in our [Terms of Service](#).**

### **Definitions.**

- **California Consumer Privacy Act ("CCPA")** means the California statute, intended to enhance privacy rights and consumer protection for residents of California, United states.
- **General Data Protection Regulation ("GDPR")** means the European Union ("**EU**") law on data protection and privacy applicable to individuals within the EU.
- **Personal Data** under the GDPR means any information relating to an identified or identifiable natural person, an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identify of that natural person.

- **Personal Information** is personally identifiable information — information about you that can uniquely identify you, either alone or in combination. For purposes of this Privacy Policy, "Personal Data" is included within this definition.

## **Types of Information Collected**

We may collect from you certain information — both Personal Information and Non-Personal Information (defined below) — that you provide to us through your use of the Site or the Service.

When you request information via the Site regarding our products and services, subscribe to a newsletter, fill out a form, respond to a survey or marketing communication, or use Live Chat on the Site, we collect the following types of Personal Information from you:

- name;
- mailing address (if personal mailing address is provided);
- e-mail address (if personal e-mail is provided);
- telephone number (if personal mobile or home phone number is provided); and
- any other information that you upload or submit to the Site directly or indirectly

When you order a Subscription via the Site as an Authorized User, we collect the following types of Personal Information from you upon placing the order:

- name;
- mailing address (if personal mailing address is provided);
- e-mail address (if personal e-mail is provided);
- telephone number (if personal mobile or home phone number is provided);
- credit card information (including card number, expiration address, and verification code) (see "*Payment Information*" below);
- billing address (if personal billing address is provided); and
- any other information that you upload or submit to the Site directly or indirectly

When you register as an Authorized User on the Service, we collect the following types of Personal Information from you:

- name;
- e-mail address (if personal e-mail is provided); and
- any other information that you upload or submit to the Site directly or indirectly

In addition, as a condition of providing you with the Service, you may be required to provide us certain data that includes Personal Information of your own customers. By registering for a Subscription, you represent and warrant to us that you have obtained the necessary rights to share such information with us and that, in sharing such information with us, you are in full compliance with all applicable laws.

It is always your choice whether to provide us with Personal Information but, if you choose not to provide certain requested Personal Information, in some instances you may not be able to access or use some of the features of the Site or the Service or register for a Subscription.

## ***Non-Personal Information We Collect from You***

**"Non-Personal Information"** is information of an anonymous nature, such as an Internet Protocol Address (IP Address), the domain used to access the Site, and the type and version of browser or operating system being used by visitors to access the Site. Aggregated information, such as demographic statistics of our users (e.g., the average age or geographical location of our users), number of visitors, what pages users access or visit, and average time spent on the Site is considered Non-Personal Information. Similarly, business contact information such as the name, title, business address, e-mail address, and telephone number of a business, a professional person or an employee of an organization are each considered Non-Personal Information.

The use of certain Non-Personal Information collected, used or disclosed through the Internet as described herein is not restricted (and to the extent that such is the case, the obligations under this Privacy Policy do not apply to such information). Similar to other websites, we may collect some Non-Personal Information automatically from you when you visit the Site and use certain functionalities provided on the Site for free. We store this information in log files. This collection may include, but is not limited to, your domain name and host for Internet access, the Internet address of the site from which you came, the date and time of your access, your computer's IP address and information about its operating system, browser, and host, the date and time you access the Service and the pages you visit. We collect this Non-Personal Information in order to help diagnose problems and to administer the Service. We also use it to help identify you and to gather broad demographic information. We may automatically collect information using various mechanisms, including but not limited to cookies and pixels (See *Cookies* below).

## **Payment Information**

When you order a Subscription, we collect credit card and billing information from you. This information is used only to make single payment requests, or to register you for an ongoing Subscription that requires automatic payments in the future. It is important to note, however, that we do not store any of this payment information or process any of your payments on our servers. We use the third-party payment processor GoDaddy Payments to assist in securely processing your personally identifiable payment information, including recurring charges (if any). The credit card information that you provide to our representative when you order your Subscription is included in your Order information compiled by that representative and then immediately transmitted to GoDaddy Payments via an https connection. Once it is transmitted, we destroy your credit card and related payment information.

GoDaddy Payments is bound by contractual obligations to keep the Personal Information we provide them confidential and use it only for the purposes for which we disclose it to them. We are not responsible, however, for GoDaddy Payment's collection or use of the Personal Information they collect in connection with your financial transactions made via the Site. You may find out more about how GoDaddy stores and uses your credit card information by accessing the [Privacy Policy for GoDaddy](#).

## **Communications**

In order to receive certain communications from us, such as responses to user inquiries, you will be required to submit your e-mail address to us. You may also provide your email address to us in order to receive security updates and news even if you do not sign up for an account or make a purchase. Any non-Service-related email you receive from us will include an unsubscribe link that will allow you

to opt-out of receiving future emails. It may be necessary to send you Service related announcements. For example, if the Service is temporarily suspended for maintenance, we may send users an email. You may not opt-out of Service-related emails that are not promotional in nature.

## **Cookies**

When you visit the Site, we may also collect certain information by automated means, such as cookies. A "cookie" is a text file that websites send to a visitor's computer or other Internet-connected device to uniquely identify the visitor's browser or to store information or settings in the browser. We may also use third-party website analytics tools (such as Google Analytics) that collect information about user traffic on the Site. We do not control the use of cookies by third parties. Also see "Third-Party Analytics Providers" below.

The information we may collect by automated means includes, but is not limited to, the following:

- information about the device you used to access the Site (such as the IP address and the type of the device, operating system, and web browser);
- dates, times and duration of visits to the Site (including whether you are a repeat or first-time visitor); and
- information on actions taken on the Site (such as page views and Site navigation patterns).

You have a variety of tools available to control the data collected by cookies, web beacons, and similar technologies. You may set your browser setting to attempt to reject cookies and you may still use the Service, however, certain features of the Service may not be available if your browser does not accept cookies. See "How We Respond to Do-Not-Track Signals" below for more information on how use of the Service may or may not be affected by your browser settings.

## **How We Respond to Do-Not-Track Signals**

Your web browser may let you choose your preference as to whether you want to allow websites to collect Personal Information over time about your online activities across different websites or online services. At this time our Site does not respond to the preferences you may have set in your web browser regarding the collection of your information, and we may continue to collect information in the manner described in this Privacy Policy.

## **Third-Party Analytics Providers**

We use third parties to help us operate and improve the Service. In doing so, we may share with these third parties non-personally identifiable information about users' use of the Service. These third-party providers also use cookies. We use third party analytics providers, such as Google Analytics, to provide us with general demographic and interest-level information about our users and to help create a better user experience. We do not control information collected by third parties and are not responsible for their use of that information.

Google Analytics uses cookies and pixels in order to collect demographic and interest-level information and usage information from users that visit the Service, including but not limited to information about the pages where users enter and exit the Service and what pages users view on the Service, time spent, browser, operating system, and IP address. Cookies and pixels allow

Google to recognize a user when a user visits the Service and when the user visits other websites. Google uses the information it collects from the Service and other websites to share with us and other website operators' information about users including, but not limited to, age range, gender, geographic regions, general interests, and details about devices used to visit websites and purchase items. We take reasonable measures to prevent linking of information we receive from Google with any of your personally identifiable information. For more information regarding Google's use of cookies and collection and use of information see the [Google Privacy Policy](#). To opt out of Google Analytics, please visit the [Google Analytics Opt-Out Page](#) to learn about opting out and installing the appropriate browser add-on.

## **How We Use the Information We Collect**

The lawful basis for us processing your Personal Information for the uses described herein will typically be because you have provided your consent; it is necessary for our contractual relationship; the processing is required for us to comply with legal obligations; and/or the processing is in our legitimate interest of providing the Service.

We may use your Personal Information to:

- provide you with the Service and any other services you request;
- register you to receive e-mails or other information or materials you request;
- understand your needs and interests and tailor the Site and the Service accordingly;
- respond to your questions and comments and provide customer support;
- communicate with you about our services, offers, and promotions;
- process orders for and maintain Subscriptions,
- assist you with your experience while visiting the Site or using the Service;
- improve upon the functionality of the Site and the Service;
- maintain a record (for record accountability purposes) of changes to the Personal Information we collect from you.;
- enforce our [Terms of Service](#) and other agreements; and
- comply with applicable legal requirements and industry standards.

In addition to the uses described above, we may use the information collected through cookies to identify and authenticate visitors. We may also combine the information we collect with publicly available information, and with that of other users of the Site. For example, we may use your and other users' Personal Information in an aggregated and anonymized manner in order to improve the Site or the Service, for statistical analysis, or for any other legitimate business purposes.

## **How We Share the Information We Collect**

We will not share or disclose your Personal Information except (i) to our subsidiaries and affiliates, or to contractors, service providers, and other third parties we use to support our business who are bound by contractual obligations to keep such Personal Information confidential and use it only for the purposes for which we disclose it to them; (ii) to comply with any court order, law, or legal process, including to respond to any government or regulatory request; (iii) to enforce or apply our [Terms of Service](#) and other agreements; (iv) to provide the Service to you; or (v) if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of PastPerfect, users of our Site or our Service, or any third party.

We also reserve the right to transfer your Personal Information to a buyer or other transferee in the event of a merger, divestiture, restructuring, reorganization, dissolution, sale, or other transfer of some or all of our assets. Should such a sale, merger, or transfer occur, we will use reasonable efforts to direct the transferee to use your Personal Information in a manner that is consistent with this Privacy Policy.

## **Advertisements**

Any advertisements appearing on the Site may be delivered by us or one or more third-party web advertisers. These third-party web advertisers may set cookies. These cookies allow the advertisement server operated by that third party to recognize your computer each time they send you an online advertisement. Accordingly, advertisement servers may compile information about where or whether you viewed their advertisements and which advertisements you clicked on. This information allows web advertisers to deliver targeted advertisements that they believe will be of most interest to you. This Privacy Policy applies to cookies placed on your computer by us, but does not cover the use of cookies by any third-party web advertisers. For the privacy practices of such third-party web advertisers, you should consult the applicable privacy policy for the relevant third-party web advertiser(s).

## **Third-Party Links; Social Media Sites**

The Site may contain links to other third-party websites, such as social media sites, which are not owned or controlled by us. Such third-party websites are governed by the terms and conditions and privacy policies of such third-party providers and we are not involved in any interaction or transaction between you and such third-parties. We encourage you to read carefully the privacy policies of all such third-party websites. If you access a social network through the Site, you may be asked to grant PastPerfect access to certain information from your social network profile, such as your friends or contacts lists, photographs, and updates. This information may be used by PastPerfect to suggest new features and content that may be relevant to you, for statistical analysis, or for other business purposes. You understand that even if PastPerfect deletes your Personal Information that it may still be available in a third-party service provider's database. PastPerfect has no responsibility or liability for the Personal Information collection, use, or storage activities of the third-party services providers used by PastPerfect to provide you with the services associated with the Service.

## **Your Choices**

We offer you the following choices about what information we collect from you and how we communicate with you:

*Cookies.* Most browsers will tell you how to stop accepting new cookies, how to be notified when you receive a new cookie, and how to disable existing cookies. Please note, however, that without cookies you may not be able to take full advantage of all of the Site's features.

*Marketing Emails.* If we have sent you a marketing email, you may choose not to receive additional marketing emails from us by following the unsubscribe instructions contained in each email.

## **Accessing and Correcting Your Information**

We will make every reasonable effort to keep your Personal Information accurate and up-to-date, based upon any updates, corrections, deletions or additions thereto that you provide to us. It is your responsibility, however, to promptly notify us of any changes to your Personal Information or Non-Personal Information. You may request to review the current information we have on file for you and to update, correct, delete or add to your Personal Information or Non-Personal Information from time to time by contacting us at [support@museumsoftware.com](mailto:support@museumsoftware.com) or 1-800-562-6080.

We will use your amended Personal Information only in accordance with this Privacy Policy. Subject to applicable law, you may have certain additional rights to request access to and receive information about the Personal Information we maintain about you, update and correct inaccuracies in your Personal Information, and have your Personal Information blocked or deleted, as appropriate. For more information, please email us at [support@museumsoftware.com](mailto:support@museumsoftware.com).

## Security

The security of your Personal Information is important to us. PastPerfect therefore maintains reasonable security measures in place in an effort to protect your Personal Information from loss, misuse, and unauthorized access, disclosure, alteration, and destruction. Please note that no electronic transmission of information can be entirely secure. We cannot guarantee that the security measures we have in place will never be defeated or fail, or that such measures will always be sufficient or effective. Any transmission of information is at your own risk. We are not responsible for circumvention of any Site privacy settings or our security measures.

## Retention

We will keep your Personal Information for as long as it remains necessary for the identified purpose or as required by law, which may extend beyond the termination of our relationship with you. We may retain certain data as necessary to prevent fraud or future abuse, or for legitimate business purposes, such as analysis of aggregated Non-Personal Information, account recovery, or if required by law. All retained Personal Information will remain subject to the terms of this Privacy Policy. If you request that your name be removed from our databases, it may not be possible to completely delete all your Personal Information due to technological and legal constraints.

## EU Users' Rights Under the GDPR

The GDPR provides users located in the EU under its protection certain rights with respect to their Personal Data collected by us on the Service. Accordingly, PastPerfect recognizes and will comply with the GDPR and those rights, except as limited by applicable law. The rights under the GDPR include:

- **Right of Access:** This includes the right to obtain from us your Personal Data and whether it is being processed, along with the purposes of the processing; categories of Personal Data concerned; recipients to whom your Personal Data has been disclosed; the period for which your Personal Data is being stored; and the right to lodge a complaint.
- **Right of Rectification:** This includes the right to correct inaccurate Personal Data collected and/or stored by us.
- **Right of Erasure ("Right to be Forgotten"):** This includes the right to have your Personal Data deleted. However, if applicable law requires us to comply with your request to delete

information, fulfillment of your request may prevent you from using our services and may result in closing your account.

- **Right to Restriction of Processing:** This includes the right to request restriction of how and why your Personal Data is used or processed by us.
- **Right to Data Portability:** This includes the right to receive your Personal Data in a structured, readable format and the right to have your Personal Data transferred.
- **Right to Object:** This includes the right to object to us processing your Personal Data for reasons such as direct marketing purposes and for scientific or historical research or statistical purposes.
- **Right to not be Subject to Automated Decision-Making:** This includes the right to not be subject to a decision based solely on automated processing, including profiling, that could have a legal, or similarly significant, effect on you from being made solely based on automated processes.

## California Users' Rights

Under the CCPA, California Users have the following rights:

- **Right to Know About Personal Information Collected, Disclosed, or Sold:** You have the right to request that PastPerfect disclose what Personal Information of yours it collects, uses, discloses, and sells over the past 12 months.
- **Right to Request Deletion of Personal Information:** You have the right to request that PastPerfect delete any of your Personal Information that we collected from you.
- **Right to Opt-Out of the Sale of Personal Information:** PastPerfect does not sell Personal Information.
- **Right to Non-Discrimination for Exercising CCPA Rights:** PastPerfect shall not discriminate against California Users for exercising their rights under the CCPA.

To exercise your rights under the CCPA - or have an authorized agent exercise your rights under the CCPA on your behalf - please submit either a "Request to Know Personal Information" or a "Request to Delete Personal Information" to PastPerfect by contacting PastPerfect at [support@museumsoftware.com](mailto:support@museumsoftware.com) or 1-800-562-6080. PastPerfect will verify this request by ensuring that such request is from an email address associated with an Authorized User's account or with a user to a reasonably high degree of certainty.

Under California's "Shine the Light Law", California residents have the right to receive information that identifies any third-party companies or individuals that PastPerfect has shared your Personal Information with in the previous calendar year, as well as a description of the categories of Personal Information disclosed to that third party. You may obtain this information once a year and free of charge by contacting PastPerfect at [support@museumsoftware.com](mailto:support@museumsoftware.com) or 1-800-562-6080.

## Supplemental Notice for Residents of Other US States

Residents of certain other states, such as Colorado, Virginia, and Connecticut, may have certain rights regarding their "personal data," as defined in these states' laws ("Personal Information"), that we process.

Residents of Colorado may review this Privacy Policy to understand the kind of personal information we process, the sources of such information, the purposes for which we process each category of

personal information, and the categories of entities to whom the personal information is disclosed. Please note that we do not engage in profiling the produces legal or similarly significant effects

Your state law may permit you to request that we:

- Confirm whether or not we are processing your personal information and provide you with access to such personal information;
- Correct inaccuracies in your personal information, taking into account the nature of the personal information and the purposes of the processing of the personal information;
- Delete your personal information;
- Provide you a copy of personal information that you previously provided to us in a portable and, to the extent technically feasible, readily useable format that allows you to transmit the data to another business, where our processing is carried out by automated means; and
- Opt you out of processing of personal information for purposes of profiling in furtherance of decisions that produce legal or similarly significant effects concerning your (please note that we do not engage in this kind of processing).

Certain information may be exempt from such requests under applicable law. For example, we need certain types of information so that we can provide the Site to you. If you ask us to delete it, you may no longer be able to access or use the Site.

To exercise any of these rights - or have an authorized agent exercise your rights on your behalf - please submit a request to PastPerfect by contacting PastPerfect at [support@museumsoftware.com](mailto:support@museumsoftware.com) or 1-800-562-6080. PastPerfect will verify this request by ensuring that such request is from an email address associated with an Authorized User's account or with a user to a reasonably high degree of certainty.

### **Notice for Nevada Residents**

Under Nevada law, certain Nevada consumers may opt out of the sale of Personal Information for monetary consideration. We do not engage in such activity; however, if you are a Nevada resident who has purchased or leased goods or services from us, you may submit a request to opt out of any potential future sales under Nevada law at [support@museumsoftware.com](mailto:support@museumsoftware.com). We will verify this request by ensuring that such request is from an email address associated with an Authorized User's account or with a user to a reasonably high degree of certainty.

### **Geographic Restrictions**

PastPerfect is based in and operates the Site out of the United States. When we obtain Personal Information about you, we may process such information outside of the country in which you are located, including in the United States. The countries in which we process your information may not have the same data protection laws as the country in which you are located. We will protect your information as described in this Privacy Policy.

### **Children Under the Age of 13**

The Site is not directed to, and PastPerfect does not knowingly collect or solicit Personal Information from, children under the age of 13. If we learn we have collected or received Personal Information from a child under the age of 13, we will delete that information. If you believe we might have any

information from or about a child under the age of 13, please contact us at [support@museumsoftware.com](mailto:support@museumsoftware.com).

### **Changes to Our Privacy Policy**

PastPerfect reserves the right to update or change this Privacy Policy at any time. If we make a material change to this Privacy Policy, we will indicate on the Site that our privacy practices have changed and will provide a link to the new policy. In the event we make a material change to how we use your Personal Information, we will provide you with an opportunity to opt out of such new or different use. The date this Privacy Policy was last updated is at the top of this page. You are responsible for periodically reviewing the Site and this Privacy Policy to check for any updates or changes.

### **Contact Us**

If you have any questions or comments regarding this Privacy Policy, please contact us at [support@museumsoftware.com](mailto:support@museumsoftware.com) or 1-800-562-6080.