

1. **General Terms and Conditions**
2. **Schedule A - Service Level Agreement**
3. **Schedule B - Information Security Addendum**
4. **Schedule C - Social Services Addendum**
5. **Schedule D - Website Services Addendum**
6. **Schedule E - Enterprise Services Addendum**
7. **Schedule F - Relate Services Addendum**
8. **Schedule G - Actions Services Addendum**

These General Terms and Conditions (“Terms”) shall apply to and be effective beginning on the Effective Date of the Order Form or SOW entered into between Hearsay Social, Inc., a Delaware corporation, doing business as Hearsay Systems, and its Affiliates, with offices at 600 Harrison Street, Suite 102, San Francisco, California 94107 (collectively, “Hearsay”) and Customer.

Additional terms and conditions concerning the Services are set forth in the applicable addenda (each, an “Addendum” and collectively, the “Addenda”). Following the Effective Date, the Parties may, subject to mutual agreement, amend the Agreement to include and incorporate new Addenda for additional Services.

1. Definitions. All capitalized terms used in this Agreement retain their definitions as stated in this Section 1 or in the section of the Agreement in which they are first used.

1.1 “Affiliates” means any entity which is controlled by or is under common control of a party to this Agreement. A party shall be deemed to control an entity if it holds at least a majority ownership in the entity or holds an interest in the entity that is no less than any other party and holds the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

1.2 “Agreement” means (i) these General Terms and Conditions; (ii) any Addenda incorporated herein (including any schedules thereto); (iii) any Orders or SOWs placed by Customer hereunder; and (v) the terms of any other documents expressly referenced herein or therein.

1.3 “Anonymized Aggregated Data” means Suggestions as well as data created from a set of proprietary algorithms, surveys and features of SaaS that analyze User Data to produce reports, performance metrics and other usage analytics of the SaaS.

1.4 “API” means application programming interfaces used to connect software and applications to different software and applications.

1.5. “App(s)” means Hearsay’s individual proprietary technologies designed to function within SaaS, as further described in the applicable Services Addenda (Schedules D-I) to this Agreement.

1.6 “Billing Date” means the date on which Hearsay can invoice Customer, as specified in the applicable Order Form(s) or SOW(s).

1.7 “Confidential Information” has the meaning specified in Section 9.1 (Definition).

1.8 “Customer” is defined in the applicable Order Form(s) or SOW(s).

- 1.9 “Customer Claim” has the meaning Unspecified in Section 11.1 (Intellectual Property Indemnification).
- 1.10 “Customer Data” means all User Data, Customer Materials and any other information, whether proprietary or not, submitted to or through the Services.
- 1.11 “Customer Indemnified Parties” has the meaning specified in Section 11.1 (Intellectual Property Indemnification).
- 1.12 “Customer Materials” means any material uploaded or submitted by Customer to the Services including, but not limited to, any images, photographs, graphics, audio clips, video clips or text.
- 1.13 “Customer Relationship Manager System” or “CRM System” means the technology system that Customer uses to manage and analyze its customer interactions and data.
- 1.14 “Disclosing Party” has the meaning specified in Section 9.1 (Definition).
- 1.15 “Documentation” means all manuals, instructions, specifications, notes and other documents and materials, whether in electronic or paper form, relating to the use, operation or maintenance of Services that Hearsay provides to Customer or otherwise makes available, together with all enhancements, modifications and amendments to those documents.
- 1.16 “Effective Date” is defined in the applicable SOW or Order Form.
- 1.17 “External Service(s)” means a software developed and owned by an independent third-party provider used within the Services. In the case of social media communications, External Services consist of social networking sites that have been connected to the Services (e.g., Facebook/Meta, LinkedIn, Twitter, etc.). In the case of e-mail, text message, or voice communications, External Services consist of e-mail, text messaging, and voice delivery platforms (e.g., Twilio). External Services do not include any third-party providers necessary to provide the Hosting Services.
- 1.18 “Hearsay Indemnified Parties” has the meaning specified in Section 11.4.1 (Indemnification by Customer).
- 1.19 “Hearsay Materials” means any materials provided by Hearsay to Customer to be used with the Services, but are segregable from SaaS including, but not limited to, any training materials, photographs, illustrations, graphics, audio clips, video clips or text.
- 1.20 “Hosting Services” means the configuration, systems software, software utilities, firmware, embedded software, and connectivity, and other facilities that Hearsay uses to maintain Availability of the Service.
- 1.21 “Implementation Services” means services performed by Hearsay at the direction of Customer to configure the Apps.
- 1.22 “License” means a unit of measurement in which an App or other Service is licensed as further described in a Schedule or Order Form to this Agreement.
- 1.23 “Order Form” means an ordering document executed by the parties which represents the terms of Customer’s subscription to the Service, including but not limited to the number of

User subscriptions ordered, training and other services provided hereunder, and the applicable fees. Order Forms are governed by and incorporate the terms of this Agreement. The initial Order Form is set forth as Schedule A. Additional Order Forms may be executed by the parties during the term of this Agreement. Such additional Order Forms shall expressly refer to this Agreement and shall be set forth as schedules hereto numbered sequentially (e.g., Order Form A-1, Order Form A-2, etc.).

1.24 “Order Form Term” means the period for which Hearsay shall license the Services to Customer pursuant to an Order Form.

1.25 “Receiving Party” has the meaning specified in Section 9.1 (Definition).

1.26 “Renewal Order Form Term” has the meaning specified in Section 6.1 (Term of Agreement).

1.27 “SaaS” means Hearsay’s any software and firmware contained within or supplied with or for use with Hearsay’s software-as-a-service proprietary technology, including but not limited to all programs and programming, works of authorship, graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information made available with the Services, and all future versions and generations of that software and firmware together with all enhancements modifications, upgrades, upgrades, bug fixes and new versions to such software and firmware.

1.28 “Service” or “Services” means (i) Apps licensed pursuant to an Order Form; (ii) Hosting Services; (iii) Success Services; and (iv) any additional services performed or provided by Hearsay as further specified in the applicable Order Forms, Addenda and SOWs.

1.29 “Statement of Work” or “SOW” means an agreement that may define the scope of Implementation Services provided by Hearsay to Customer for SaaS. At minimum, a SOW shall provide a description of Implementation Services to be performed, timeline, and any applicable fees.

1.30 “Subscription Fee” means the annual fees associated with providing the Services for all purchased Licenses to Customer during the Term and are set forth in detail in an Order Form.

1.31 “Success Services” means the set of services provided by Hearsay that involve the analysis, repair, troubleshooting and general assistance with the App and Hosting Services during the Term.

1.32 “Suggestions” means any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer (including by Users) to Hearsay that are either incorporated into the Services or provided in response to a survey or other direct solicitation by Hearsay.

1.33 “Term” has the meaning specified in Section 6.1 (Term of Agreement).

1.34 “User Data” means data, content or information submitted or received by a User to the Service or made available by a User via such User’s provision of access to User’s accounts with an External Service.

1.35 “User” or “Users” means any individual or entity (whether Customer’s employees, its agents, or contractors) who is given access to the Services either by Hearsay pursuant to Customer’s request or directly by Customer via an administrative account.

1.36 “VAS” or “Value Added Service” means a service provided by a third party that is meant to work with the Service.

2. Software-as-a-Service.

2.1 License by Hearsay. During the Term, Hearsay hereby grants Customer, and Customer accepts, during the Term, a limited, revocable, worldwide, non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty-free, fully paid up right and license to: (a) access and use the SaaS and Services, subject to the restrictions as to volume of data and number of Licenses as set forth in the applicable Addenda or Order Forms; and (b) store and print any Documentation for use with the Services. As between the parties, Hearsay exclusively owns SaaS. Other than as expressly set forth in this Section 2.1, this Agreement does not convey to Customer or Customer Affiliates any rights of ownership in or to Services, or related intellectual property rights. All rights not expressly granted to Customer are reserved by Hearsay.

2.2 Transferability. SaaS is licensed on a per App, per License basis. Each User shall be granted access to each individual App of SaaS that is licensed by Customer. Licenses for one App cannot be transferred or substituted to secure Licenses to a differing App. Notwithstanding the foregoing, Customer may substitute the License of a discontinued User for a specific App to a new User of the same App at any time during the Term.

2.3 App Features. Unique terms and conditions of each App currently available for licensing are appended to this Agreement as separate schedules. Unique terms and conditions for any additional Apps offered for licensing after the Effective Date that are included as part of an Order Form shall be considered to be part of this Agreement.

2.4 External Service Dependencies. Hearsay may purchase or license External Services to incorporate as part of the SaaS or Services or for use in conjunction with the SaaS or Services. Hearsay makes no warranties or representations of any kind regarding the correctness, accuracy, completeness, merchantability or fitness of any External Services or any associated services, products, information, systems, technology, deliverables, or any other materials provided in connection with any External Services.

As between the Parties, Customer will be responsible for the contractual relationship with any third party Software providers (excluding any third parties Hearsay contracts with or otherwise retains to provide Services hereunder) and for ensuring that they reasonably cooperate with Hearsay.

Customer shall abide by the software license, nondisclosure and confidentiality agreements entered into by Hearsay with third parties from time to time (collectively, and, including, without limitation, Hearsay’s obligations of confidentiality to its clients and other parties in

matters on which Hearsay is engaged, “Third Party Agreements”), provided that the substantive requirements of any such agreements, but not any information that identifies any such third parties, is provided to Customer prior to Customer being so bound. If Customer determines that it is unable or unwilling to abide by such requirements, then Customer must notify Hearsay in writing thereof, and Hearsay shall thereupon have the right to terminate the Agreement.

Certain App features that interoperate with External Services depend on the continuing availability and level of performance of the External Service’s general functions (including API availability). To the extent Services includes third party code or licenses if such third party code is provided for use with the Services, it may be used only with the Services.

If an External Service changes its API, content or network available for use with the App such that the change affects Hearsay’s ability to deliver the App in accordance to the requirements of this Agreement or any Order Form, Hearsay may, at its exclusive option, select an alternate External Service to continue to provide the Service without material change in performance. If such change in an External Service is not available or possible, Hearsay may modify or create workaround solutions for those Service features such that the modification or workaround solution will provide comparable functionality to what was available prior to the change within the External Service. If Hearsay determines that the change to the External Service materially degrades the performance of the Service, Hearsay shall first notify Customer in writing of the change to the External Service and the list of features and functionality of the Services that will be materially degraded or can no longer be provided altogether because of the change by the External Service. Within thirty (30) days of receipt of Hearsay’s written notification to Customer of a change to the External Service that materially degrades the performance of the Services, Customer may elect to:

- (A) Mutually agree upon a workaround solution or development of additional functionality (such functionality and delivery to be detailed in a subsequent Order Form) to the Services; or
- (B) Terminate the relevant Order Forms for the materially degraded Services in accordance with its terms, in which case Hearsay will issue to Customer a refund of the pro-rata portion of prepaid Subscription Fees paid by Customer in anticipation for delivery of the materially degraded Services calculated as of the effective date of termination. All other Services licensed by Customer that are not materially degraded by the change to the External Service shall remain unaffected; or
- (C) Accept the material degradation to the Service for the remainder of the Order Form Term, in which case Hearsay will reduce Subscription Fees in proportion to the reduced Service and refund to Customer a pro rata portion of any prepaid Subscription Fees paid for the period after the effective date of the reduction in Service.

The foregoing remedies in Sections 2.4(A), 2.4(B), and 2.4(C) shall be Customer's sole and exclusive remedy for a change to the Services as set forth within this Section 2.4.

2.5 Compliance with Laws. Hearsay shall provide the Services in compliance with all laws applicable to Hearsay in the jurisdiction(s) in which it conducts business and in the jurisdiction(s) for which or in which it is providing Services to Customer, including the requirements under such laws governing the privacy of personal information, anti-money laundering, anti-bribery and anti-corruption laws. For Services provided in the United States, Hearsay shall comply with the laws applicable to Hearsay, including the Foreign Corrupt Practices Act, and the Gramm-Leach-Bliley Act.

2.6 VAS. Payment of any VAS is subject to the terms and conditions of this Agreement. Customer acknowledges that any VAS is not considered part of the Service and is offered by third-parties that may require execution of a separate end-user license agreement regarding the use conditions before the VAS may be used.

3. Services; Order Forms.

3.1 Order Forms. The Services provided by Hearsay will be specified in one or more written orders, which will be in the form of an Order Form issued by Hearsay or a purchase order issued by the Customer. Orders will be placed on Hearsay's forms of orders unless otherwise agreed by Hearsay. The Terms (including the applicable Addenda) will apply to the Services provided to Customer regardless of whether an Order or other documents executed by Hearsay and Customer refer to or incorporate these Terms or the applicable Addenda. Each Order must be signed by authorized representatives of both Parties, and Services will only be provided pursuant to a mutually executed Order.

3.2 Services. Services to be performed by Hearsay under the Agreement shall be provided as set forth in an Order Form. Any Customer requests for changes to Services or for additional Services not specifically detailed in an existing Order require the written approval of Hearsay and a new written scope of work document prior to any changes being made or additional Services being performed. Subsequent Order Forms and SOWs will become part of these Terms when signed by both Parties. Unless otherwise specified, Hearsay will provide Customer with the necessary access to the Services on the Effective Date of the applicable Order Form. Unless otherwise specified, the Services will be deemed accepted by Customer on the Effective Date of the applicable Order Form or SOW.

3.2.1 Hosting Services. Hearsay shall provide Hosting Services to make the Service available to Customer and the Users 24 hours a day, 7 days a week, except for Downtime as described in the Service Level Agreement (Schedule A).

3.2.2 Information Security. Hearsay shall comply with the security measures as described in the Information Security Addendum (Schedule B).

3.2.3 **Implementation Services.** Hearsay shall provide the necessary implementation services (or other professional services) as set forth in the respective Order Form or SOW.

3.2.4 **Success Services.** During the Term, Hearsay shall provide Customer with Success Services for the Services in accordance with Hearsay's troubleshooting categorizations and standard response procedures, described further within an SOW at no additional charge. Any such additional Success Services, and any fees associated with the additional Success Services, shall be set forth in a separate Order Form or SOW. Hearsay may update its standard Success Services at any time during the Term, provided that a) Hearsay provides Customer with at least thirty (30) days' written notice of the specific changes being made, and b) the changes shall be effective upon the commencement of the next Order Form Term unless Customer consents to such changes earlier. Hearsay is under no obligation to provide Success Services for any code, content or other materials that were not developed, implemented or modified by Hearsay. Any Success Services for errors identified during Customer's performance warranty period as set forth in Section 9.2(B) (Hearsay Warranty) shall be performed at no charge even if correction for the identified error continues after the performance warranty period. Hearsay provides a range of training and education to support the use of the Service. Initial training provided to Customer is described in the relevant Order Form. Additional training may be made available and provided upon request.

3.3 **Updates.** Customer acknowledges that Hearsay may provide bug fixes, updates and improvements to the Services ("Updates") during the term for Services. Hearsay will use commercially reasonable efforts to provide Customer with advance notice of upcoming Updates to the extent that any system downtime is expected to result from the Update or if the Updates could require modifications to Customer's systems, and in such cases Hearsay shall work with Customer's system administrator to coordinate the release schedule and installation of such Updates. Customer shall implement all reasonably required modifications to Customer's systems in accordance with the timing and conditions specified by Hearsay, at Customer's sole expense.

4. Customer's Use of the Service.

4.1 **Customer's Responsibilities.** Customer is responsible for all activities that occur under User accounts, including its employees, vendors, customers, contractors, or other third parties. Customer shall have sole responsibility for:

- (A) The accuracy of all Customer Materials;
- (B) Provide sufficient disclosure to Users that Hearsay monitors Users' activities on the Services, including collection of Anonymized Aggregated Data;
- (C) Have sole responsibility for prevent unauthorized access to, or use of, the Services, and notify Hearsay promptly of any such unauthorized use; and

(D) Each of its users, including, but not limited to, employees, vendors, customers, and contractors, who access the Services does so only in accordance with the terms and conditions of these Terms and Hearsay security requirements and that users refrain from any activity which may interfere with, disrupt, copy, manipulate, reverse engineer, or damage the Services.

(E) Comply with all applicable laws in using the Services.

4.1.1 Customer represents and warrants to Hearsay that:

(A) It assumes sole responsibility for the security, completeness, accuracy, reliability, compatibility, and timely delivery of its data, files, and programs and all results to be obtained, expressly acknowledging that results are dependent on the nature and timeliness of the data it supplies to Hearsay. Hearsay will have the right to rely upon the accuracy and completeness of the information provided and will have no responsibility to evaluate or verify it. Customer acknowledges and agrees that inaccurate or insufficient information provided to Hearsay may negatively impact the end result of the Services or may cause delays and increased costs in relation to the Services performed (as described herein). Any additional costs or time to be incurred as a result of such information issues will be agreed upon in an Order document prior to the issues being remedied by Hearsay;

(B) It will implement appropriate security measures to protect the confidentiality and privacy of its clients in compliance with all applicable laws and regulations;

(C) It will be responsible for all management decisions relating to the Services, the use of the systems, and features provided as a result of the Services, and for determining that the Services are appropriate for its purposes.

4.1.2 Customer agrees to take all reasonable and necessary steps to see that

4.1.3 Customer represents and warrants to Hearsay, with respect to all Software, systems and hardware used by Customer in connection with this Agreement and not supplied by Hearsay ("Customer Equipment") and which either operates on or communicates with the Services, that Customer, either owns or has the right to use the Customer Equipment and further has the right to permit Hearsay to use Customer Equipment as it relates to the Services for the purposes of this Agreement. Customer agrees that Hearsay has no obligation to supply or maintain any Customer Equipment.

4.1.4 Customer represents and warrants that it will take all necessary and reasonable steps to ensure the data, files, code, programs and processes owned or administered by the Customer and furnished by Customer to Hearsay in connection with this Agreement do not contain any viruses, code, process error (e.g. - incorrect date sequence of

files), or other programming that is designed to corrupt, damage or otherwise adversely affect computer programs, data, hardware, or software.

4.1.5 Customer represents and warrants that it will not use the Services for the purpose of making credit determinations for individuals and will use the Services solely in compliance with applicable law.

4.1.6 Customer represents and warrants that it has, and at all times will have, the right and authority to provide Hearsay with all Customer Data within the scope of the Services performed, including, to the extent applicable, any NPPI or confidential data of third parties.

4.1.7 Customer grants Hearsay the right to access the Customer Equipment as necessary for all purposes consistent with the furnishing of the related Services; Customer will be responsible for performing full and complete weekly backups and or daily incremental backups of its programs, files, and data relating to both the Customer Equipment and the Services.

4.1.8 Customer may subcontract all or part of its obligations under this Agreement or in any Order to a third party or parties provided that Customer remains liable to Hearsay for the performance of the subcontracted work in accordance with the terms of this Agreement. In the event Customer does subcontract all or part of its obligations to a third party or parties (each, a "Third Party Agreement"), Hearsay will have no responsibility or liability related to the compliance or non-compliance by Customer or any third party subcontractor under the Third Party Agreement and Customer will indemnify, defend, and hold Hearsay harmless (at its expense) from and against any claims, actions, demands, damages, losses, liabilities (including settlements and judgments), and expenses (including attorneys' fees and expenses) asserted or alleged arising out of, or relating to (a) any breach by Customer or the third party of its obligations or warranties under the Third Party Agreement or (b) arising from or relating to Customer's or third party's failure to comply with the terms of this Agreement.

4.2 General Restrictions on Use of Services. Customer shall use the Services solely for its business purposes in accordance with this Agreement. Customer must further take all reasonable and necessary steps to ensure its users access the Services only in accordance with this Agreement and in compliance with Hearsay's security requirements. When using the Services, Customer, including its Users, including its employees, vendors, customers, contractors, or other third parties, shall not:

(A) license, sublicense, sell, resell, rent, lease, loan, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party (e.g. in an outsourcing relationship) except as expressly authorized in this Agreement;

(B) modify, translate, copy, disassemble, decompile, or create derivative works based on the Services;

(C) reverse engineer the Services or access the Services to either build a competitive product or service, or build a product or service using or copying similar ideas, features, functions or graphics of the Services or based on the Services;

(D) access, alter, or destroy any information of any customer of Hearsay by any fraudulent means or device, or attempt to do so;

(E) send or store material on or through the Services containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;

(F) interfere with or disrupt the integrity or performance of the Services or the data contained therein;

(G) attempt to gain unauthorized access to the Services or its related systems or networks;

(H) use or distribute the Service in violation of any applicable laws, regulations or export restrictions;

(I) remove, alter or obscure any proprietary notice, labels or marks from the Services;

(J) disable or circumvent any access control or related device, process or procedure established with respect to the Services or violate any acceptable use policy or other terms of service for an External Service when submitting communications to the External Service via the Services, including but not limited to any supplemental guidelines such as Community Standards, Advertising Policies, or Commercial Terms; or

(K) violate the terms of any restrictions on use of an App as set forth in the Agreement.

5. Ownership.

5.1 Customer Ownership. To the extent that Customer provides Hearsay with Customer Data or Customer Materials, such information is provided for the sole purpose of aiding Hearsay with respect to its performance hereunder. Except as described in Section 5.1 (Work Product) below, Hearsay makes no claim to any right, title and interest in any Customer Data or Customer Materials. Customer hereby grants to Hearsay a non-exclusive, non-transferable license to use the Customer Data, and Customer Materials solely for providing Services and responding to service or technical problems, at Customer's request, or otherwise, with the Services.

5.2 Hearsay Ownership. Customer acknowledges and agrees that, as between the Parties, Hearsay exclusively owns or licenses all rights, title, and interest in: (i) the Services, including all patents, copyrights, trademarks and service marks, trade secrets, know-how, user interfaces, and all other intellectual and industrial property rights; (ii) audio and visual information, documents, software, and other works of authorship included as part of the Services, and (iii) any system improvements or other proprietary methodologies or operations developed by Hearsay while performing the Services. Customer will have no rights or interests in the Services or any improvements or derivative works thereof or other proprietary rights except as may be expressly provided in these Terms, and Customer acknowledges that it will not take any action inconsistent with this ownership. Customer agrees to maintain the secrecy of the contents of the Services and to implement reasonable safeguards to prevent and protect the contents of the Services from unauthorized use or disclosure.

5.3 Work Product. To the extent that Customer provides any Suggestions, Hearsay will be free to use, disclose, reproduce, license, or otherwise distribute or exploit such Suggestions in its sole discretion without any obligations or restrictions of any kind, including intellectual property rights or licensing obligations. Customer understands and agrees that the incorporation by Hearsay of Suggestions into any of its Products or Services does not grant Customer any proprietary rights therein. To the extent that Hearsay cannot claim ownership to the Suggestions pursuant to law, Customer hereby irrevocably assigns to Hearsay all right, title and interest in and to the Suggestions. Furthermore, Hearsay may use in perpetuity any Anonymized Aggregated Data, even if derived from Customer Data, provided that any Anonymized Aggregated Data does not, and cannot be used, reverse engineered, or otherwise decompiled on its own or in combination with other data to identify Customer, Confidential Information, or any specific User. Hearsay shall use such Anonymized Aggregated Data for analysis and reporting (e.g., optimal time to post on social media) as well as to provide industry insights. Except as otherwise expressly stated herein or as required by law, Hearsay will not use Customer Materials, Customer Data or User Data for any other purpose.

5.4 Improvements and Derivative Works. Nothing in these Terms provides Customer with any right to create improvements or derivative works of THE SERVICES. Notwithstanding the foregoing, if Customer creates any improvements or derivative works in violation of these Terms, based in whole or in part of THE SERVICES, Customer hereby irrevocably assigns all of its rights, title, and interest in and to the derivative work to Hearsay.

6. **Term and Termination.**

6.1 Term of Agreement. This Agreement commences on the Effective Date and will continue in full force and effect until all Order Form, Addendum, or SOW remain in effect or until otherwise terminated as permitted hereunder or by mutual agreement of the Parties ("Term"). Unless otherwise specified, every Order Form entered into pursuant to this Agreement will automatically renew for additional twelve (12)-month terms at the end of the Order Form Term (each, a "Renewal Order Form Term") unless either party provides written

notice to the other party at least thirty (30) days prior to the end of the then-current term that it does not intend to renew the Agreement at the end of such term.

6.2 Services. Hearsay shall have the right to immediately suspend Customer's or a User's right to access or use any portion of the Services upon written notice to Customer if Hearsay determines that:

6.2.1 Customer or a User (as applicable) has violated any of Customer's obligations set forth in Section 4 (Customer's Use of Service);

6.2.2 Customer's User accounts have been compromised; or

6.2.3 Activity under Customer or a User account may adversely impact the Service or Hearsay's security practices.

Hearsay shall not delete any Customer Data residing within the Service during any suspension period. Hearsay shall restore access to the Services upon Customer's cure, or upon Hearsay's reasonable determination that the security of the Services is no longer compromised under Sections 6.2.

6.3 Termination for Cause. Either party may terminate this Agreement for cause:

6.3.1 upon written notice of thirty (30) days of a material breach to the breaching party if such breach remains uncured at the expiration of such period, or

6.3.2 if either 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 that is not dismissed or stayed within sixty (60) days.

Termination by Hearsay or Customer shall not relieve Customer of the obligation to pay any fees accrued or payable to Hearsay prior to the effective date of termination, and any such fees shall be paid by Customer on or before such effective date.

6.4 Effect of Termination. Hearsay's obligations and the rights granted by Hearsay hereunder shall terminate at the end of the Term, and Customer shall cease using the Services. Customer will return or destroy all Hearsay Confidential Information in Customer's possession or control at the end of the Term.

6.5 Transition Services. Upon termination (but no later than thirty (30) days after termination), Customer will provide written direction for the transition of Customer Data. Hearsay will make available to Customer for download a file of Customer Data in a standard format within thirty (30) days of receipt of written direction from Customer. Thereafter or if no directions are provided, Hearsay shall have no obligation to maintain or provide to Customer any Customer Data.

7. Fees & Payments.

7.1 Fees. Customer shall pay Subscription Fees for the Services and other related fees as specified in the Order Form or Statement of Work as applicable. Unless explicitly stated otherwise, all monetary denominations quoted in an invoice, Order Form, or Statement of Work shall be in United States dollars (\$USD). Unless otherwise expressly stated herein, Subscription Fees are non-refundable. Hearsay may revise Subscription Fees for Services licensed pursuant to an Order Form by providing Customer written notice forty-five (45) days before the start of an Order Form Renewal Term, which revision shall be effective for the at the beginning of such Renewal Term. Unless Customer provides written notice to Hearsay within thirty (30) days following the date of Hearsay's notice of a fee increase, Customer will be deemed to have accepted the fee increase.

7.2 Reconciliation. Hearsay may, on a quarterly basis, perform a reconciliation of the number of Users provisioned for the Services against the number of Licenses purchased by Customer pursuant to Order Forms. If Hearsay determines that the number of Users using the Services exceeds the number of Licenses, Hearsay shall provide notice to Customer of its excess use. Customer shall have five (5) business days from the receipt of notice in order to purge excess Users, or else Hearsay shall invoice Customer for additional Subscription Fees owed to Hearsay for the additional Users. Subscription Fees for User licenses purchased before the 15th of a month shall be calculated from the 1st of that month until the end of the License Term; Subscription Fees for User licenses purchased on the 16th and later in the month shall be calculated from the 1st of the following month until the end of the License Term.

7.3 Application to Customer Affiliates. If Customer requires use of the Service requiring new or differing Implementation Services from the original Implementation Services ordered in an Order Form, or if a Customer wishes to license a new App, or if a Customer Affiliate wishes to license Services under this Agreement, then Customer or Customer Affiliate shall, at a minimum, purchase Licenses for Subscription Fees of no less than seventy thousand dollars (\$70,000) by entering into a new Order Form. Examples of differing Implementation Services include but are not limited to: implementation of single sign-on services, modified hierarchy of Users; archive integration, compliance workflow, full re-performance of Success Services that were performed for the on-boarding of initial Users; or unique requirements of Customer Affiliate, new line of business, or division not contemplated in the original Implementation Services.

7.4 Invoicing. All invoices submitted under this Agreement must be sent to the address specified in the Order Form or Statement of Work. All fees are due within thirty (30) days after Customer's receipt of an undisputed applicable invoice sent as of the Billing Date, unless otherwise specified in the Order Form or Statement of Work. If Customer's account is thirty (30) days or more past due, Hearsay may charge Customer a late-payment fee of one percent (1%) per month on such overdue amounts and suspend the Service, without liability to Customer, until such amounts are paid. For clarity, Subscription Fees associated with the

number of Licenses identified in an Order Form may not be disputed by Customer, even if Customer's actual use of Licenses may be less than the amount of Licenses ordered.

7.5 Taxes. Hearsay's fees exclude any and all local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Customer is responsible for paying all Taxes. If Hearsay has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Hearsay with a valid tax exemption certificate authorized by the appropriate taxing authority.

7.6 Additional Fees for Services. Hearsay reserves the right to invoice Customer for any fees imposed by a third-party carrier or underlying provider that Hearsay uses to provide the Services to Customer.

8. Insurance.

8.1 Insurance Coverage. During the Term of this Agreement, Hearsay will maintain, at its own expense, insurance coverage with limits of no less than those set forth below, and with insurers with a minimum A.M. Best Financial Strength rating of "A-VII" or equivalent ratings from other valid rating agencies:

8.1.1 Workers Compensation - Statutory Limits;

8.1.2 Employer's Liability (bodily injury by disease per person, by accident policy limit, by disease policy limit) - \$1,000,000;

8.1.3 Comprehensive General Liability Insurance, including Broad Form Contractual, Broad Form Property Damage, Completed Operation and Products coverage - \$1,000,000 combined single limit / general aggregate \$2,000,000;

8.1.4 Umbrella/Excess Liability on a following form basis - \$10,000,000 each occurrence / general aggregate;

8.1.5 Professional Liability (technology professional services and cyber breach insurance) - \$5,000,000 per claim and in the aggregate;

8.1.6 Crime Policy "Client" Endorsement - Minimum amount \$1,000,000.

9. Confidentiality.

9.1 Definition. The term "Confidential Information" means all confidential and proprietary information of each party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement, pricing and other terms reflected in the Order Form or Statement of Work, Customer Data, Customer Materials, SaaS, the Service, the Apps, business and marketing plans, technology and technical

information, product designs, and business processes of each party, which is confidential to such party.

9.2 Confidentiality. Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement, except with Disclosing Party's prior written permission. Each party may permit access to Confidential Information of the other party to those of its employees or authorized representatives who have a need to know (including auditors, bankers, attorneys and potential parties to acquisition, divestiture, or similar transactions to facilitate the due diligence and closing of the transaction) and have signed confidentiality agreements or are otherwise bound by confidentiality obligations. Receiving Party agrees to protect Confidential Information of Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than reasonable care. If Receiving Party is compelled by law or a government authority to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior written notice of such compelled disclosure (to the extent practicable and legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest or limit such disclosure.

9.3 Exclusions. Confidential Information shall not include any information that:

- (A) Is or becomes publicly available without breach of any obligation owed to Disclosing Party;
- (B) Was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party;
- (C) Was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or
- (D) Is received from a third party without breach of any obligation owed to Disclosing Party.

9.4 Return of Confidential Information. On the termination or expiration of this Agreement or otherwise at Disclosing Party's written request (not to exceed once per year), Receiving Party will immediately return or, as Disclosing Party may direct in writing, destroy all copies of Disclosing Party's Confidential Information in its possession and so certify by an authorized representative, except for copies Receiving Party is required to keep for legal or regulatory purposes. Hearsay may retain any Confidential Information of Customer retained within any backup tapes or other redundancy systems of the Services for the remainder of the redundancy retention period, any Confidential Information that is required to be retained pursuant to Section 6.5 (Transition Services), and any Confidential Information segregable from the Services residing with Hearsay's internal networking system kept for the purposes

of recordkeeping (e.g., this Agreement, all Order Forms and SOWs, and any confidential emails between the parties).

9.5 Supremacy. To the extent that the parties have entered into a non-disclosure agreement prior to this Agreement, the parties expressly agree that the terms of this section supersede and replace entirely the obligations of the respective parties under the non-disclosure agreement.

9.6 Remedies. If the Receiving Party discloses or uses, or threatens to disclose or use, any Confidential Information of the Disclosing Party in breach of this Section 9, the Disclosing Party will have the right, in addition to any other remedies available at law, to seek injunctive relief to enjoin those acts without the requirement to post a bond or other security, with it being specifically acknowledged by the Parties that any other available remedies are inadequate.

10. **Warranty.**

10.1 Mutual Warranty. Each party represents and warrants that it has the legal power to enter into this Agreement.

10.2 Hearsay Warranty. Hearsay represents and warrants that:

- (A) The Services will be performed in a manner consistent with general industry;
- (B) All Services shall materially conform to the documentation as expressly set forth in this Agreement, including Order Form(s) for a period of ninety (90) days from the initial delivery of the Services.

Nothing within this Section 10.2 (Hearsay Warranty) diminishes or otherwise relieves Hearsay's obligation to provide Success Services during the Term.

10.3 Remedies for Breach of Warranties. Customer's sole and exclusive remedy for breach of warranty under Section 10.1 (Mutual Warranty) shall be the right to terminate for breach under this Agreement. If Customer declares a breach of warranty under Section 10.2.1 or 10.2.2, then Customer's remedy shall be for Hearsay to re-perform the non-conforming Services at no cost to Customer. If the foregoing remedy is not commercially reasonable at Hearsay's reasonable determination, Hearsay may terminate the Agreement or the affected Order Form, and refund to Customer any un-earned, prepaid Subscription Fees paid by Customer for the non-conforming Services as of the effective date of termination.

10.4 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 10.1 (MUTUAL WARRANTY) AND 10.2 (HEARSAY WARRANTY), HEARSAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND HEARSAY HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

ACCURACY, RESULT, EFFORT, TITLE AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. HEARSAY DOES NOT WARRANT THAT THE SERVICE OR ANY OTHER MATERIALS OR TECHNOLOGY WILL BE PROVIDED ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL CUSTOMER'S REQUIREMENTS. CUSTOMER ACKNOWLEDGES THAT THE SERVICE MAY CHANGE, AND THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 10.1 (MUTUAL WARRANTY) AND 10.2 (HEARSAY WARRANTY) AND THAT NO WARRANTIES ARE MADE BY ANY OF HEARSAY'S LICENSORS, SUPPLIERS, CONTRACTORS, OR OTHER SERVICE PROVIDERS. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE FEES OFFERED UNDER THIS AGREEMENT REFLECT THESE NEGOTIATED WARRANTY PROVISIONS. TO THE EXTENT THAT HEARSAY CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM REQUIRED UNDER SUCH LAW.

11. Indemnification.

11.1 Intellectual Property Indemnification. Hearsay shall, at its expense, defend Customer and its officers, directors, and employees ("Customer Indemnified Party(ies)") against any claim made or brought against any Customer Indemnified Party by a third party alleging that the Service, as provided to Customer hereunder, infringes the intellectual property rights of such third party (each, a "Customer Claim"), and shall pay any damages finally awarded by a court or agreed to by Hearsay in a settlement of such Customer Claim.

11.2 Exceptions. Hearsay shall have no obligation to indemnify Customer regarding a Customer Claim pursuant to Section 10.1 or otherwise regarding claims that arise from or relate to:

11.2.1 Customer's use of the Service other than as specified in this Agreement; or

11.2.2 Any modifications to the Service made by any entity or person other than Hearsay; or

11.2.3 Any combination of the Service with services or technologies not provided by Hearsay; or

11.2.4 Content provided by External Services; or

11.2.5 Customer's use of the Service or portion thereof after Hearsay has terminated this Agreement.

11.3. Responsibilities. If Hearsay believes that a Customer Claim is likely to be made, or if an existing Customer Claim may cause Hearsay liability, Hearsay may, at its sole discretion:

11.3.1 Obtain a license which permits Customer to continue to use the potentially infringing portion of the Service;

11.3.2 Modify the Service to avoid the potential infringement; or

11.3.3 If the foregoing cannot be achieved after using reasonable commercial efforts, terminate the Agreement or the infringing portion of the Service and refund the prorated portion of any unearned prepaid Subscription Fees applicable to the portion of the terminated Service to be provided after the termination date.

The foregoing remedy shall be Customer's sole and exclusive remedy for a Customer Claim.

11.4. Indemnification by Customer.

11.4.1 General. Subject to this Agreement, Customer shall, at its expense, defend Hearsay and its affiliates and each of their respective officers, directors and employees ("Hearsay Indemnified Party(ies)") against any claims made or brought against any Hearsay Indemnified Party arising from or related to:

- (A) Breach of Customer's or its Users' obligations pursuant to these Terms; or
- (B) Customer's use of the Service in a manner not allowed hereunder (each, a "Hearsay Claim").

11.4.2. Responsibilities. Customer shall pay any damages finally awarded by a court or agreed to by Customer in a settlement of such Hearsay Claim; provided, that Hearsay:

- (A) Promptly gives written notice of the Hearsay Claim to Customer;
- (B) Gives Customer sole control of the defense and settlement of the Hearsay Claim (provided that Customer may not agree to any settlement that imposes any liability or obligation on Hearsay); and
- (C) Provides Customer, at Customer's cost, with reasonable assistance in connection therewith.

11.5. Indemnification Process. In connection with any third party claims pursuant to this Section 11, the indemnified Party will (a) give the indemnifying Party prompt written notice of the claim; (b) reasonably cooperate with the indemnifying Party (at the indemnifying Party's expense) in connection with the defense and settlement of such claim, and (c) grant the indemnifying Party sole control of the defense and settlement of the claim, except that the indemnifying Party may not consent to the entry of any judgment or enter into any settlement with respect to the claim without the indemnified Party's prior written consent unless the settlement is purely financial, is paid entirely by the indemnifying Party, is confidential, does not require the indemnified Party to admit to any fault, culpability, failure to act or wrongdoing, and finally and forever releases the indemnified Party, its affiliates and its and

their officers, directors and customers from any and all claims or causes of action relating to the subject matter of the action. The non-controlling Party may, at its expense, participate in the defense and settlement of the claim with counsel of its own choosing. In the event that the indemnifying Party fails to assume control within 30 days of written notice of the claim, the indemnified Party may assume control of the defense and settlement of the claim at the sole cost and expense of the indemnifying Party.

12. Limitation of Liability.

(A) IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; AND (II) IN NO EVENT SHALL HEARSAY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO HEARSAY HEREUNDER IN THE TWELVE (12)-MONTH PERIOD PRECEDING THE OCCURRENCE OF THE INITIAL EVENT FOR WHICH A PARTY RECOVERS DAMAGES HEREUNDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, AND EXCEPT AS SET FORTH IN SUBSECTION (I) ABOVE, THE LIMITATIONS OF THIS SECTION 11 SHALL NOT APPLY TO OR OTHERWISE LIMIT THE BREACH OF THE OBLIGATIONS UNDER SECTIONS 8 (CONFIDENTIALITY) AND 10 (INDEMNIFICATION), OR CUSTOMER'S BREACH OF SECTION 4 (CUSTOMER'S USE OF THE SERVICE). THE PARTIES ACKNOWLEDGE THAT THIS SECTION 11 (LIMITATION OF LIABILITY) REFLECTS THE AGREED UPON ALLOCATION OF RISK BETWEEN THE PARTIES, THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY, AND NO OTHER CLAUSE REGARDING LIMITATION OF LIABILITY SHALL CONTROL NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY OTHER DOCUMENT. THIS SECTION 11 (LIMITATION OF LIABILITY) SHALL APPLY DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY SET FORTH HEREIN.

13. Publicity.

13.1 Website. After the Effective Date, Hearsay may use Customer's name and logo in Hearsay to reference it as a Hearsay customer in Hearsay publications, including but not limited to the following: Hearsay's public website, Hearsay's presentations and requests for proposals ("RFPs"), and Hearsay's customer lists.

13.2 General. Hearsay may not use Customer's name in any advertisement, press release, or in any other public message without first getting Customer's consent, which Customer may withhold at its discretion. Hearsay may insert Customer's name in a list of customers included in its annual report or in presentations given or documents provided to a limited number of

people and not to the public at large. Hearsay will notify Customer (which notification will be given, where permitted by law, before any disclosure is made to such regulator) in the event any regulator of Customer has inquiries about the subject matter of the Agreement or any matter involving Customer.

14. General.

14.1 Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

14.2 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt, or when verified by automated receipt or electronic logs if sent by facsimile or email.

(A) Notices to Hearsay shall be addressed to the attention of: The Legal Department, with a copy to its VP, Finance, at the address set forth at the beginning of the Terms.

(B) Notices to Customer shall be addressed to the attention of the designated signatory on any active Order Form or SOW between the parties at the address state therein.

14.3 Force Majeure. Neither party hereto shall be liable for any failure to perform its obligations under this Agreement or interruption of service if such failure is directly or indirectly caused by acts of God, or other causes that are beyond the reasonable control of such party. Obligations hereunder, shall in no event be excused but shall be suspended only until as soon as commercially reasonable following the cessation of any cause of such failure. This provision does not apply to the payment of fees.

14.4 Waiver; Severability. No failure or delay by either party in exercising any power or right under this Agreement shall constitute a waiver of such right, nor will any single or partial exercise of any right under this Agreement operate as a waiver. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

14.5 Assignment. This Agreement is not assignable or otherwise licensable by Customer without the express written permission from Hearsay.

14.6 Remedies. Other than as expressly stated herein, the remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity. Pursuant to Section 8 (Confidentiality), in the event the Receiving Party discloses or

uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of its confidentiality obligations, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that such unauthorized disclosure or use will cause irreparable harm to the Disclosing Party for which any other available remedies may be inadequate, without the necessity of proving actual damages or posting bonds, in addition to any other relief as may be granted by a court of competent jurisdiction. In the event a party uses or threatens to use the other party's intellectual property rights in a manner that is or would be a violation of this Agreement, the non-breaching party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that such unauthorized use will cause irreparable harm to the non-breaching party for which any other available remedies may be inadequate, without the necessity of proving actual damages or posting bonds, in addition to any other relief as may be granted by a court of competent jurisdiction.

14.7 Governing Law; Dispute Resolution.

14.7.1 Governing Law. This Agreement shall be governed by the laws of the State of California, without reference to provisions on conflict of law.

14.7.2 Dispute Resolution. Any dispute arising out of or relating to this Agreement, including disputed invoices, an alleged breach, termination, validity, interpretation, and performance of (each, a "Dispute") must be resolved with the following procedures:

- (A) Upon written notice of any Dispute, the Parties must attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process should be completed within 30 days (the "Negotiation").
- (B) If the Dispute has not been resolved by the Negotiation process outlined above, then the Parties will proceed to mediation unless the Parties at the time of the Dispute agree to a different timeframe (the "Mediation").] A "Notice of Mediation" will be served, signifying that the Negotiation was not successful and to commence the Mediation process. The Parties must mutually agree on a mediator. The Mediation session must be held within fourteen (14) days of the retention of the mediator, and last for at least one full mediation day, before any Party has the option to withdraw from the process. The Parties may agree to continue the Mediation process beyond one day, until there is a settlement agreement, or one Party or the mediator states that there is no reason to continue because of an impasse that cannot be overcome and sends a "Notice of Termination of Mediation." All reasonable efforts will be made to complete the Mediation within thirty (30) days of the first Mediation session.

- (C) During the course of the Mediation, no Party can assert the failure to fully comply with the Negotiation process outlined above, as a reason not to proceed or to delay the Mediation. The service of the Notice of Mediation will stay the running of any applicable statute of limitations regarding the Dispute until thirty (30) days after the Parties agree that the Mediation is concluded or the mediator issues a Notice of Impasse. Each side will bear an equal share of the Mediation costs unless the Parties agree otherwise in writing.
- (D) All communications, both written and oral, during the Negotiation and the Mediation processes outlined above are confidential and will be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation or Mediation process. The process will be confidential based on terms acceptable to the mediator.
- (E) Each Party agrees that any Dispute not resolved through the Negotiation or Mediation processes outlined above will be resolved exclusively by a Federal or State court located in San Francisco, California.
- (F) Notwithstanding anything set forth herein to the contrary, either Party may seek injunctive relief in any state, federal, or national court of competent jurisdiction from irreparable harm.

14.8 Survival. The following provisions shall survive termination or expiration of this Agreement: 5 (Ownership), 9 (Confidentiality), 11 (Indemnification), 12 (Limitation of Liability), and 14.7 (Governing Law).

14.9 Online Terms. Prior to receiving access to the Services, each User shall be presented with an end user license agreement (“EULA”), which shall provide notification of the User of the existence of this Agreement, including potential restrictions of use, as well as a notification statement from Hearsay that all activities performed using the Services may be monitored, recorded, processed and analyzed by Hearsay. If Customer directs Hearsay to refrain from presenting the EULA to Customer’s Users, then Customer shall be solely responsible for providing proper notification to its Users.

14.10 Entire Agreement. This Agreement, including all exhibits and addenda attached hereto or referencing this Agreement and the Order Form, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict between the provisions in this Agreement and any other

exhibit or addenda hereto, including the Order Form, the terms of this Agreement shall prevail to the extent of such conflict, except and to the extent the exhibit or addenda hereto expressly identifies by section any specific provision of this Agreement that the parties intend to override. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form and Statement of Work, if entered into) or other Customer form document shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected and shall be null and void.

14.11 Counterparts. This Agreement may be executed in counterparts, which taken together shall form one legal instrument. Each party may sign this Agreement using electronic or handwritten signature, which are of equal effect, whether on original or electronic copies.

Schedule A

Service Level Agreement

This Service Level Agreement, (“SLA”) is incorporated by reference into the Agreement. All terms not defined in this SLA retain the meaning in the Agreement.

1. Hosting Services.

1.1 Scope. This SLA sets forth the parties’ agreement with respect to the performance of SaaS that Customer has licensed under the Agreement. Hearsay shall perform the Services at or above the minimum levels of performance indicated in this SLA, and if Hearsay fails to do so, Hearsay shall take the corrective actions and may be subject to the other remedial measures specified in this SLA. Except as otherwise stated, all Service Levels shall be measured by Hearsay on a twenty-four (24) hours-per-day, seven (7) days-a-week basis.

1.2 Definitions.

1.2.1 “Available” or “Availability” shall mean that percentage of time, as measured every calendar month, during which SaaS is accessible via the Internet for information browsing. Availability will be expressed as a percentage calculated in accordance with the following formula:

$$\text{Availability} = 100\% \times \frac{\text{Uptime} - \text{Downtime}}{\text{Uptime}}$$

1.2.2 “Business Hours” means 6 AM to 5 PM Pacific Standard Time (PST) Monday through Friday, excluding federal holidays.

1.2.3 “Downtime” means the duration of time of all Measurement Intervals during which Hearsay’s third-party monitoring tools indicate that SaaS is experiencing an outage, provided the outage occurred within the Hearsay’s facilities or co-location facilities managed by Hearsay. Downtime shall exclude Scheduled Maintenance, and factors not in Hearsay’s or Hearsay’s co-location’s reasonable control, such as: ISP interruptions, denial of service attacks, virus/worm or other attacks, power interruptions, telecommunication or router failures, third-party hardware defects or failures (outside of the Hearsay or Hearsay co-location environment), third-party software defects or failures (outside of the Hearsay or Hearsay co-location environment), failure of an External Service, suspension of Customer’s use SaaS pursuant to the Agreement or a Customer act.

1.2.4 “Measurement Interval” means a period of ten consecutive minutes when SaaS experiences Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted as Downtime.

1.2.5 “Scheduled Maintenance” means the amount of time in a month Hearsay performs maintenance on the Services as further described in Section 1.3(B) of this SLA where such maintenance shall cause SaaS to otherwise experience Downtime. Scheduled Downtime is not considered Downtime for purposes of this SLA

1.2.6 “Service Credit” means the number of days added to the end of the Order Form Term, at no additional charge to Customer.

1.2.7 “Service Level” means the Availability Hearsay will maintain per calendar month for the Service.

1.2.8 “Uptime” means the difference between (i) the total minutes in the applicable month and (ii) minutes in that month in which SaaS is not Available due to Scheduled Downtime.

1.3 Reporting of Service Levels.

1.3.1 Measurement. For the purposes of this Schedule, Hearsay shall provide, implement, maintain and utilize the necessary measurement and monitoring tools and procedures required to measure and report on Hearsay’s performance of the Service Levels every Measurement Interval, rounded to the nearest tenth of a percentage (XX.X%). Measurement of Uptime will be performed against availability of the application server. Hearsay’s measurement and monitoring of the Service Levels shall permit reporting at a level of detail sufficient to permit Customer to verify compliance with the Service Levels. All testing of Availability, Uptime and Downtime metrics will be performed by a third-party service to ensure accuracy, in accordance with Hearsay’s standard reporting policies. At any time, Customer may request Hearsay perform additional measurement of Uptime against other components of the Services; the parties shall mutually review such requests and shall jointly agree upon satisfactory reporting of such metrics. However, any such additional requested measurements shall be provided for reporting purposes only and shall be considered out of scope of Hearsay’s SLA obligations under this Schedule.

1.3.2 Scheduled Maintenance. Hearsay shall use commercially reasonable efforts to configure SaaS such that Scheduled Maintenance shall not cause Downtime. Scheduled Maintenance may consist of standard maintenance and major maintenance. Standard maintenance includes operating system patching, product upgrades, system reconfigurations, encryption key rotation, database maintenance, replacement of redundant hardware and other similar work that protects hosted system uptime. Major maintenance includes upgrade of major hardware components, such as a database cluster, and other similar work that increases the quality and capacity of the hosted systems. If Downtime cannot be avoided during Scheduled Maintenance, Hearsay will:

- (A) Use commercially reasonable efforts to perform Scheduled Maintenance at times designed to cause minimal impact to performance of SaaS. When

practicable, Hearsay shall perform Scheduled Maintenance between 7 PM PST and 2 AM PST; and

- (B) Provide Customer with a minimum of twenty-four (24) hours' notice prior to performing Scheduled Maintenance that would result in Downtime in the case of standard maintenance and five (5) business days' notice prior to performing Scheduled Maintenance that would result in Downtime in the case of major maintenance.

1.3.3 Report Requests. Customer may request a report, in writing, of Hearsay's actual monthly performance against the Service Levels (if applicable, adjusted raw data with corresponding supporting information documenting adjustments) no more than one (1) time per month. Upon receipt of Customer's written request, Hearsay shall provide such report within five (5) business days of such request. Hearsay is solely responsible for analyzing and correcting raw data to accurately score Hearsay's actual Availability performance under the Service Levels as defined within this SLA during the Term.

1.4 Service Credit.

1.4.1 Request. To receive a Service Credit described within this SLA, Customer must notify Hearsay within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

1.4.2 Calculation.

- (A) Service Level. At all times during the Term, Hearsay shall ensure that SaaS will maintain Availability of at least 98% for any calendar month.
- (B) Service Credit. If Hearsay does not meet Availability as set forth below in any month during the Term, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Service Credit described in the Table below. Service Credits equal the additional number of calendar days that will be added to the end of a Renewal Term for no additional fee.
 - (i) Service Level Monthly Availability - < 98.0%, but \geq 96.0%; Service Credit 3 days
 - (ii) Service Level Monthly Availability - < 96.0%, but \geq 92.0%; Service Credit 7 days
 - (iii) Service Level Monthly Availability - < 92.0%; Service Credit 10 days

- (C) Maximum Service Credit. The aggregate maximum number of Service Credits to be issued to Customer for all Downtime that occurs in a single calendar month shall not exceed twenty (20) days added to the end of an Order Form Term. Service Credits received pursuant to this SLA states Customer's sole and exclusive remedy for any failure by Hearsay to meet the Service Levels.

2. Success Services.

2.1 Priority Levels and Resolution Protocols. Hearsay provides Success Services to address Customer inquiries and issues relating to the Service according to the following target response and resolutions times. Hearsay will use commercially reasonable efforts to meet or exceed the response and resolution times set forth below. However, due to the complexity of the problem or other circumstance beyond Hearsay's reasonable control, these goals may not be met for any given reported problem. Hearsay reserves the right to add, amend, change or eliminate provisions of its Success Services depending on changes to the Services. If the Success Services are changed or modified in any way, Hearsay shall issue notice to Customer with a revised copy of the new Success Services in accordance with the Agreement.

2.1.1 Priority Level 1. Service is experiencing Downtime.

- (A) Response Objective - Following a confirmed Level 1 issue, reasonable efforts will be made for Hearsay to provide an initial response within the Response Objective set forth in the relevant Order Form.
- (B) For Level 1 issues, Hearsay targets eight (8) hour resolution time.

2.1.2 Priority Level 2. Service is usable but is severely limited due to error or performance issues; features critical to business operations are materially impacted.

- (A) Response Objective - Following a confirmed Level 2 issue, reasonable efforts will be made for Hearsay to provide an initial response within the Response Objective set forth in the relevant Order Form.
- (B) For Level 2 issues, Hearsay targets twenty-four (24) hour resolution time.

2.1.3 Priority Level 3. Service is available; features not critical to business operations are impacted.

- (A) Response Objective - Following a confirmed Level 3 issue, reasonable efforts will be made for Hearsay to provide an initial response within the Response Objective set forth in the relevant Order Form.
- (B) For Level 3 issues, Hearsay targets seventy-two (72) hour resolution time.

2.1.4 (Priority Level 4). Service is available; features not critical to business operations are impacted. The Service issue is minor to business operations, or is a general “how-to” question, or for resolved issues that remain open pending customer confirmation.

- (A) Response Objective - Following a confirmed Level 4 issue, reasonable efforts will be made for Hearsay to provide an initial response within the Response Objective set forth in the relevant Order Form.
- (B) For Level 4 issues, Hearsay targets: One (1) business week resolution time.

Level 4 issues are generally resolved within one (1) to two (2) business days, which may vary based on the nature of the inquiry and overall case volume.

2.2 Methodology. The response objectives and target resolutions for each Priority Level are measured by the amount of time each issue is held within Hearsay’s control. Time awaiting response or additional information from Customer, its affiliates, third-party vendors or External Services shall be excluded in calculation of response objectives and target resolutions. Customer is expected to provide timely information and full cooperation with Hearsay during the problem resolution process.

2.2.1 Self-Service Support. Customer will have access to self-service support, available 7 days a week, 24 hours a day, to address Customer inquiries and issues relating to the Service via the following methods:

- (A) Searchable knowledge base.
- (B) Instructional multimedia content.
- (C) Self-service tools.

2.2.2 Contact Center Support.

- (A) Immediate Support (Level 1): Hearsay provides Success Services for Level 1 issues twenty-four (24) hours a day, seven (7) days a week.
- (B) Standard Support (All other Levels): Hearsay provides standard Success Services during Business Hours.
 - (1) Support Methodology.
 - (2) Email: Customer may submit email tickets for Level issues to support@hearsaysystems.com.

- (3) Phone: Technical support provided can be reached at 1-888-399-2280 or to a dedicated number for Customers that have licensed Success Services- Premier.
 - (4) Online: Customers can submit tickets and obtain status updates for existing tickets by visiting the Hearsay service desk web site: <http://success.hearsaysystems.com>. Methods for submitting a ticket through the Service are also available.
- (C) Priority Escalation. Hearsay has initial sole authority to determine the Priority Level of a submitted issue. Some issues may need to be expedited. When this becomes the case, Customer shall notify Hearsay of the critical situation. If Hearsay determines that sufficient information has been provided by Customer and the escalation is accepted, Hearsay will work with Customer on providing the appropriate solution that may accelerate response objectives and target resolutions.
- (D) Dispute Resolution. If Customer wishes to dispute a Priority Level identification issue, repair solution, response plan or any other decision made by Hearsay's personnel during their performance of Success Services pursuant to this SLA, Customer shall present Hearsay with the list of objections to the issue at hand. Hearsay shall then present Customer with a list of factual determinations used to support such decisions. Thereafter, the parties will mutually engage in a review process to satisfactorily resolve the dispute. If the parties cannot agree within thirty (30) minutes to resolve the necessary support issue, Hearsay and Customer shall escalate the issue to their respective executive sponsors (to be decided amongst the parties). The executive sponsors shall collaborate on a necessary plan of action and any decision or determination between the executive sponsors shall be considered determinative and final.

2.3 Support for Prior Releases. Success Services are provided only for the current version of the Service. Updates to the Service will be applied automatically, although Customer may elect to maintain an older version of certain features. Hearsay will continue to support a prior version of the feature(s) of the Service for a period of up to three (3) months from generally availability of the most current version. Thereafter, the update to the features shall be automatically applied such that Customer will be using the most current version of the Service; if Customer requests, and Hearsay agrees, to provide an older version of the Service after three (3) months, any support offered by Hearsay shall be out of scope of the SLA requirements set forth in this Schedule.

Schedule B

Information Security Addendum

This Schedule B, Information Security Addendum, (“Security Addendum”) is incorporated by reference into the Agreement. All terms not defined in this Security Schedule retain the meaning in the Agreement.

1. Information Security Safeguards. Hearsay shall maintain throughout the Term an information security program that is reasonably designed to provide protection to the security, confidentiality, integrity and availability of Customer Confidential Information in accordance with applicable laws governing privacy of personal information in the United States, E.U. and Canada, and at a minimum, includes controls for (i) system access, (ii) system and application development and maintenance, (iii) change management, (iv) incident response, physical and environmental security, (v) disaster recovery/business continuity, and (vi) employee training. (“Information Security Safeguards”).

1.1. Standards & Practices. Information Security Safeguards will incorporate commercially reasonable methods and safeguards to ensure the security, confidentiality, integrity, availability and privacy of the Customer Confidential Information. Hearsay will adhere to generally accepted information security practices relating to Hearsay’s industry.

1.2. Updates. Information Security Safeguards will be documented and kept current in light of changes in applicable legal and regulatory requirements related to privacy and data security practices applicable to Hearsay.

1.3. Workspace Security. Information Security Safeguards must include controls designed to ensure that work areas containing the Customer Confidential Information are secured. Access to such work areas will be controlled by a commercial grade access control system. All electronic copies, printed copies, computer screen captures or any form of duplication of original documents containing the Customer Confidential Information will be protected in the same manner as the original. The Customer Confidential Information in hard-copy form shall be protected against disclosure to any individuals who do not have a legitimate business need to have access to the Customer Confidential Information, and the Customer Confidential Information must be safeguarded to ensure the privacy, security, availability and integrity of the Customer Confidential Information.

1.4. Appropriate Safeguards. Information Security Safeguards will include (i) safeguards against the unauthorized destruction, loss, or alteration of the Customer Confidential Information; (ii) safeguards against unauthorized access to Customer Confidential Information; and (iii) network and internet security procedures, protocols, security gateways and firewalls with respect to Customer Confidential Information in accordance with applicable legal and regulatory requirements and applicable industry practices.

1.5. Physical Security Safeguards. Hearsay shall use third-party data centers that have annual SSAE 16 (or comparable audit engagement performed). In the event that such data

center(s) become non-compliant with the requirements, then Hearsay, in a reasonable time period, will discontinue using such third party and find an alternative third party that will meet the requirements. Upon Customer's written request, subject to the data center's requirements, Hearsay will either (i) provide to Customer a copy of its data centers' audit report pursuant to the confidentiality restrictions stated in the Agreement, or (ii) facilitate for Customer to receive such report directly from the data center under a confidentiality agreement between Customer and such data center. In the event that such data center(s) become non-compliant with the requirements, then Hearsay, in a reasonable time period, will discontinue using such third party and find an alternative third party that will meet the requirements.

2. Information Security Infrastructure

2.1. Access Controls. Hearsay will ensure appropriate access controls (i.e., password/key requirements and two-factor authentication) are in place to protect Customer Confidential Information. Hearsay agrees that it shall maintain, throughout the term of the Agreement and at all times while Hearsay has access to or possession of the Customer Confidential Information, appropriate access controls and shall not materially degrade or lessen the access controls. Hearsay must also ensure that segregation of duties is employed in the assignment of all critical job functions related to the Services involving the Customer Confidential Information. Customer will be solely responsible for implementing and maintaining access controls on its own systems.

2.2. Authorized Persons. Hearsay must limit access to the Customer Confidential Information solely to those of its employees, contractors or agents who have a need to access the Customer Information: (i) in connection with the Services; (ii) to perform Hearsay's obligations or rights pursuant to the Agreement; or (iii) to facilitate the due diligence and closing of an acquisition, divestiture, or similar transactions (including auditors, bankers, attorneys, and potential parties to a transaction) ("Authorized Persons"). Hearsay will ensure that Authorized Persons have signed confidentiality agreements or are otherwise bound by confidentiality obligations. Hearsay will be held responsible for any breach resulting from failure of its Authorized Persons to comply with these Information Security Safeguards with regard to the Customer Confidential Information.

2.3. Password Administration. Hearsay's passwords that are associated with access to the Customer Confidential Information as applicable will be at minimum the generally accepted standards applicable to Hearsay's industry (e.g. currently Hearsay uses two factor auth.)

2.4. Encryption. Hearsay encrypts all laptops, network file transfers, and web transactions involving any of the Customer Confidential Information in connection with the performance of the Service pursuant to the Agreement. Encryption must be provided through commercial grade, industry-standard strong cryptographic algorithms, protocols, and commercially reasonable key strengths. Hearsay agrees that it shall not implement a less secure method of encryption.

2.5. Network and Host Security. Hearsay must have commercially reasonable firewalls and anti-virus protection on Windows laptops and desktops in place and functioning properly (the “Network and Host Security Methods”). Hearsay will use reasonable commercially efforts to ensure that operating systems and applications that are associated with the Customer Confidential Information are patched within a commercially reasonable time period after the Hearsay has actual or constructive knowledge of any security vulnerabilities. Hearsay will exercise generally accepted industry standards to ensure that any software, systems, or networks that may interact with Customer’s systems, networks or any of the Customer Confidential Information under Hearsay’s control are not and do not become infected by any Viruses.

3. Compliance with Laws and Customer Security Procedures. Prior to performing services on Customer site, Customer shall provide Hearsay with written security procedures (including, without limitation, procedures relating to Customer’s facilities and materials, the Customer Confidential Information, and if applicable any Software for Hearsay’s review and compliance with such).

4. Security Breach Management.

4.1. Notice. Hearsay must notify Customer after confirmation of breach of security of the Customer Confidential Information by Hearsay in accordance with Section 13.2(B) of the Agreement (Notices to Customer).

4.2. Remediation. In the event of a confirmed breach of security of the Customer Information by Hearsay, Hearsay will, at its own expense, (i) investigate the actual breach of security, (ii) provide Customer with a remediation plan, reasonably acceptable to Customer, to address the security breach and to mitigate the incident and reasonably prevent any further incidents, (iii) remediate the effects of the security breach in accordance with such remediation plan, and (iv) provide reasonable cooperation to Customer and any law enforcement or regulatory official investigating such security breach.

Schedule C

Social Services Addendum

This Schedule C, Social Services, (“Social Schedule”) is incorporated by reference into the Agreement. All terms not defined in this SocialSchedule retain the meaning in the Agreement.

1. Definitions.

1.1 “Hearsay Brand App” means the current version of Hearsay’s web-based Software-as-a-Service that enables Customer to manage, measure, and optimize its corporate interactions with the general public on External Services.

1.2 “Hearsay Social Engage App” means the current version of Hearsay’s web-based Software-as-a-Service that enables Customer’s Users to manage, measure, and optimize interactions with the general public on External Services.

1.3 “Social Services” means collectively, the Hearsay Brand App, Hearsay Social Engage App and any other services identified within an Order Form as a Social Service.

2. Definition Clarification.

2.1 Each Social Service is considered an App, and is subject to all the terms and conditions of an App as set forth in the Agreement.

2.2 For the Social Services, the External Services include all social media networks with which the Social Services are designed to interact with including but not limited to: Facebook, Twitter, LinkedIn, and Google+. The External Services also include third-party services used by Hearsay to deliver and receive email communications through the Hearsay Social Engage App to the intended recipient. As of the Effective Date, Hearsay uses SendGrid, Inc. as the External Service to deliver email communications as part of the Hearsay Social Engage App. Hearsay reserves the right to modify or change the External Services in accordance with the procedures established in Section 2.4 (External Service Dependencies).

3. Product Description. If purchased, the product descriptions for Website Services are set forth below.

3.1 Hearsay Social App - Allows social media activity, content and contact management; encompassing: content creation, publishing and engaging across User accounts on External Services. Hearsay Social App also includes the following:

3.1.1 Ability to connect External Services associated with a User for publishing, managing, and monitoring purposes.

3.1.2 Ability to create and store pre-approved content in a centralized library.

3.1.3 Ability to author new content or publish stored content in the centralized library, which can be targeted to a specific Users based on their location in the Customer's hierarchy.

3.1.4 Ability to schedule social media posts with either new content or content from the centralized library.

3.1.5 Ability to define and launch campaigns and enable Users to subscribe to campaigns automating publishing of the campaign content.

3.1.6 Ability to display activity across External Services in an aggregated view, filterable by network or type of activity. Includes the ability respond to activity on External Services.

3.1.7 Report on key social media adoption and engagement metrics by User.

3.1.8 Governance and supervision of Users' social media activity including capturing, retaining and providing a workflow in which Customer can pre-approve and/or review content to be published, posted or received by Users through the Service on External Services. Content and actions are retained by Hearsay. Content (with the exception of video files) can then be transmitted to Customer or Customer's third-party email retention provider.

3.1.9 Recommended Actions List: Suggested actions based on User digital activity across Services.

3.1.10 Ability to import contact lists into Hearsay through CSV files.

3.2 Hearsay Social App - Publishing only. Allows social media content and contact management, encompassing: content creation and publishing, managing contacts across User accounts on External Services. Hearsay Social App - Publishing only does not include compliance supervision, management and monitoring services nor archiving capabilities. Hearsay Social App - Publishing only includes the following:

3.2.1 Ability to connect External Services associated with User for publishing purposes.

3.2.2 Ability to create and store new content or publish stored content in the centralized library, which can be targeted to specific Users based on their location in the Customer's hierarchy.

3.2.3 Ability to schedule social media posts with either new content or content from the centralized library.

3.2.4 Ability to define and launch campaigns and enable Users to subscribe to campaigns automating publishing of campaign content.

3.2.5 Ability to display activity across External Services in an aggregated view, filterable by network or type of activity. Includes the ability to respond to activity on External Services.

3.2.6 Report on key social media adoption and engagement metrics by User.

3.2.7 Recommended Actions List: Suggested actions based on-demand through the platform User digital activity across Services.

3.2.8 Ability to import contact lists into Hearsay through CSV files.

3.3 Hearsay Social App – Compliance only. Allows governance and supervision of Users' social media activity; including, the following:

3.3.1 Ability to capture and retain content posted or received by Users on External Services through the Service.

3.3.2 Establishing Customer's policy for pre-reviewing posts and User profiles based on the User's location in the corporate hierarchy.

3.3.3 Ability to route rules for compliance workflow review and approval.

3.3.4 Configurable criteria for detecting potential compliance infractions, and on-going monitoring of activity on External Services.

3.3.5 Ability to define and assign roles for Users.

3.3.6 Capture and integrate with the Customer's email archive system, for archiving activity on External Services.

4. Restrictions on Use. In addition to the general restrictions on use as set forth in Section 4.1 (General Restrictions on Use of the Services) of the Agreement, when using the Social Services, Customer, including its Users, shall;

- (A) Refrain from modifying or altering the External Services to falsely imply association with the External Service;
- (B) Refrain from collecting, soliciting for, or otherwise using the login credentials of other External Service users;

- (C) Not permit integration of any User Data retrieved from LinkedIn APIs into any customer relationship management (“CRM”) application or solution (e.g., Salesforce, Microsoft Dynamics, SAP, Oracle or Siebel);
- (D) Employ industry standard measures to protect the security of any stored User Data that is transmitted from the Service into Customer’s archival systems, but in no event shall employ security measures for User Data that is stored within Customer’s archival system which are at least as secure as those Customer uses to protect other sensitive information;
- (E) Not transfer or provide stored User Data within Customer’s archival system to any third parties except to third parties under a duty of confidentiality or as required by a court or governmental authorities;
- (F) Comply with all laws and regulations applicable to bulk or commercial email when using Hearsay Services, including without limitation all local or national laws applicable to the regions where Customer and its Users have business operations or where their email recipients are located (e.g., the United States CAN-SPAM Act);
- (G) Not send any Unsolicited Email by use or means of Hearsay Services. “Unsolicited Email” is defined as email sent to persons other than: (i) persons with whom Customer or User has an existing business relationship (as defined by applicable law); OR (ii) persons who have consented to the receipt of such email;
- (H) Obtain the intended recipient’s affirmative consent (such as through an opt-in procedure) prior to sending any bulk or commercial email via the Social Services;
- (I) Be able to produce evidence of an intended recipient’s consent within 72 hours of receipt of a request by the recipient or Hearsay;
- (J) Provide an email address for complaints (such as abuse@yourdomain.com) in a conspicuous place on any website associated with an email communication sent through the Social Services and promptly respond to email communications sent to that email address;
- (K) Use the unsubscribe tools supplied by default with the Social Services; or, if Customer chooses to override the Social Service default tools, Customer shall have procedures in place to allow and email recipient to easily opt-out, such as an unsubscribe link in the body of the e-mail, or instructions to reply with the word “Remove” in the subject line; and
- (L) Honor any and all such unsubscribe requests and consent revocations of consent within 72 hours of receipt.

Schedule D

Website Services Addendum

This Schedule D, Website Services, (“Website Schedule”) is incorporated by reference into the Agreement. All terms not defined in this Website Schedule retain the meaning in the Agreement.

1. Definitions.

1.1 “Directory Listings” means the current version of Hearsay’s web-based Software-s-a-Service that enables Customer to manage listings on internet directories.

1.2 “Hearsay Sites Engage App” means the current version of Hearsay’s web-based Software-s-a-Service that enables Customer to manage Customer-branded websites on the World Wide Web that Hearsay implements and hosts for Customer and/or its Users.

1.3 “Hearsay Sites Standard App” means the current version of Hearsay’s web-based Software-as-a-Service that enables Customer to manage Customer-branded websites on the World Wide Web that Hearsay implements and hosts for Customer and/or its Users on a more limited basis than the Hearsay Social Engage App.

1.4 “Site(s)” means a Customer webpage on the World Wide Web portion of the Internet that contains or makes use of Hearsay Sites.

1.5 “Website Services” means collectively, the Hearsay Sites Engage App and Hearsay Sites Standard App.

2. Definition Clarification.

2.1 Directory Listings and each Website Service is considered an App, and all are subject to all the terms and conditions of App as set forth in the Agreement.

2.2 For the App as set forth in this Website Schedule, the “External Services” include third-party services used by Hearsay to deliver the Website Services and Directory Listings, e.g., CDN networks (as identified in an Order Form) and directory listing networks such as Yelp, YP, Citysearch, Super Pages, and Foursquare (as selected by Customer during implementation of Directory Listings). In no event will any third-party services used to provide the Hosting Services be considered an External Service. Hearsay reserves the right to modify or change the External Services in accordance with the procedures established in Section 2.4 (External Service Dependencies).

3. **Product Description.** If purchased, the product descriptions for Website Services are set forth below.

3.1 Hosted websites for establishing and maintaining User’s digital web presence for marketing purposes. Hearsay Sites App includes the following:

3.1.1 Ability to create and store pre-approved content in a centralized library.

3.1.2 Ability to author new content or publish stored content in the centralized library, which can be targeted to specific Users based on their location in the Customer’s hierarchy.

3.1.3 Ability to schedule posts to a Site with either new content or content from the centralized library.

3.1.4 Governance and supervision of Users’ Sites activity including capturing, retaining and providing a workflow in which Customer can pre-approve and/or review content to be published, posted or received by Users on Sites through the Service. Content and actions retained by Hearsay can then be transmitted to Customer or Customer’s third party email retention provider.

3.1.5 Report on key adoption and engagement metrics by Site.

3.1.6 Single user interface for Users to publish content to the Sites.

3.1.7 Display of both static and dynamic content on the Site, generated by the Customer’s and User’s configuration choices.

3.1.8 Integration with select enterprise systems (e.g., analytics tools, tag managers or customer relationship management systems) that provide embeddable scripts and/or accept our standard HTTP request output.

3.1.9 Option to leverage Hearsay Sites’ locator search tool to index and search for User Sites.

3.1.10 Use of up to one (1) mobile-optimized Hearsay Sites App library theme.

4. Restrictions on Use. In addition to the general restrictions on use as set forth in Section 4.1 (General Restrictions on Use of the Services) of the Agreement, when using the Website Services, Customer, including its Users, shall not engage in any of the following prohibited activity as required by the External Services. Hearsay may update these restrictions based on changes to the External Services’ policy or changes to the law at any time during the Term, provided that a) Hearsay provides Customer with at least thirty (30) days’ written notice of the specific changes being made, and b) subject to Customer’s rights in Section 2.4 (External Service Dependencies) of the Agreement, Customer’s use of the Service shall not materially change. In using the Website Services, Customer, including its Users, shall:

- (A) Not point Customer's DNS (Domain Name System) away from Hearsay's Hosting Services, or otherwise prevent Hearsay from providing the Services for Sites during the Term; and
- (B) Display a privacy policy that has insufficient disclosures to the general public and its customers such that Hearsay's performance of the Services would be legally impermissible.

Schedule E

Enterprise Services Addendum

This Schedule E, Enterprise Services, (“Enterprise Schedule”) is incorporated by reference into the Agreement. All terms not defined in this Enterprise Schedule retain the meaning in the Agreement.

1. Definitions.

1.1 “Hearsay Enterprise” means, collectively, the current version of Hearsay’s web-based software-as-a-service that enables Customer to integrate Customer’s customer record management system with SaaS, through either the Social App (“Hearsay Social Enterprise App”) or the Relate App (“Hearsay Relate Enterprise App”).

2. Definition Clarification.

2.1 Hearsay Enterprise is considered an App and is subject to all the terms and conditions of an App as set forth in the Agreement.

2.2 For the Hearsay Enterprise App, “External Services” include Customer’s CRM System that will be integrated with SaaS. Hearsay reserves the right to modify or change the External Services in accordance with the procedures established in Section 2.4 (External Service Dependencies).

3. **Product Description.** If purchased, the product descriptions for Hearsay Enterprise will be stated in the applicable Order Form as Hearsay Social Enterprise App or Hearsay Relate Enterprise App, whichever is purchased by the Customer.

4. **Restrictions on Use.** In addition to the general restrictions on use as set forth in Section 4.2 (General Restrictions on Use of the Services) of the Agreement, when using the Hearsay Enterprise App, Customer, including its Users, shall not engage in any of the following prohibited activity as required by the External Services. Hearsay may update these restrictions based on changes to the External Services’ policy or changes to the law at any time during the Term, provided that a) Hearsay provides Customer with at least thirty (30) days’ written notice of the specific changes being made, and b) subject to Customer’s rights in Section 2.4 of the Agreement, Customer’s use of the Service shall not materially change. In using the Hearsay Enterprise App, Customer, including its Users, shall:

- (A) Not use the Service in any illegal, abusive or other manner that interferes with the business or activities of any other party;
- (B) Be knowledgeable about and at all times compliant with all privacy and data protection laws applicable to its location and operations, such as, by way of example, the European Union Data Protection Directive and member state implementations thereof;

- (C) Where necessary, provide disclosure to third parties regarding the collection, processing, and storing of information by Hearsay through the Service that are consistent with Hearsay's Privacy Policy located at <https://hearsaysystems.com/privacy-policy/>;
- (D) Refrain from sending any Confidential Information through Hearsay Enterprise.

Schedule F

Relate Services Addendum

This Schedule F, Relate Services, (“Relate Schedule”) is incorporated by reference into the Agreement. All terms not defined in this Relate Schedule retain the meaning in the Agreement.

1. Definitions.

1.1 “Hearsay Relate App” means the current version of Hearsay’s mobile application or desktop solution that enables Users to send text message communications to their contacts.

1.2 “Text Message(s)” means a single text-based communication (short message service, SMS or multimedia message service, MMS) either received or sent through Hearsay Relate.

1.3 “Minute(s)” means a single minute of time spent communicating on a phone call received or sent through Hearsay Relate.

2. Definition Clarification.

2.1 Hearsay Relate is considered an App and is subject to all the terms and conditions of App as set forth in the Agreement.

2.2 For Hearsay Relate, the “External Services” include third-party services used by Hearsay to deliver and receive Text Messages and/or voice calls through Hearsay Relate to the intended recipient. Uniquely provisioned telephone numbers (including landline number), as well as any text message and voice calling telecommunication delivery services, shall be serviced by third parties (such as Twilio, Inc. or Bandwidth, Inc). Hearsay shall pass through the costs for such third-party services to the Customers at cost. Hearsay Relate will not affect any voice services provided by the landline telecommunication provider. Hearsay reserves the right to modify or change the External Services in accordance with the procedures established in Section 2.4 (External Service Dependencies).

3. Product Description. If purchased, the product description for Hearsay Relate is set forth below:

3.1 Hearsay Relate App. Mobile and web application with text messaging and voice solution for Users within the United States and Canada; encompassing: one-to-one text messaging, one-to-few text messaging, voice calling, integration with User’s mobile contacts and calendar, and a web-based supervision workflow and record keeping for Customer. For Hearsay Relate, uniquely provisioned telephone numbers (including landline number), as well as any text message and voice calling telecommunication delivery services, shall be serviced by third parties. Hearsay shall pass through the costs for such third-party services to the Customers at cost. The Hearsay Relate App includes the following:

3.1.1 Mobile and web application that allows Users to engage in domestic messaging with their contacts.

3.1.2 Mobile and web application that allows Users to send and receive domestic phone calls using mobile telephony.

3.1.3 Calendar and contact integration with User's mobile phone, to enable simplified message creation and appointment management.

3.1.4 Ability to create a compliance supervision workflow for messages sent and received by Users with the Hearsay Relate App.

3.1.5 Record of messages sent and received as well as voice calls initiated and received using the Hearsay Relate App.

4. Restrictions on Use. In addition to the general restrictions on use as set forth in Section 4.1 of the Agreement, when using Hearsay Relate, Customer, including its Users, shall not engage in any of the following prohibited activity as required by the External Services. Hearsay may update these restrictions based on changes to the External Services' policy or changes to the law at any time during the Term, provided that a) Hearsay provides Customer with at least thirty (30) days' written notice of the specific changes being made, and b) subject to Customer's rights set forth in the Agreement and in Section 5 of this Relate Schedule below, Customer's use of the Service shall not materially change. In using Hearsay Relate, Customer, including its Users, shall:

- (A) Not use the Service in any illegal, abusive or other manner that interferes with the business or activities of any other party;
- (B) When required, provide disclosure to third parties regarding the collection, processing, and storing of information by Hearsay through the Service that are consistent with Hearsay's Privacy Policy located at <https://hearsaysystems.com/privacy-policy/>;
- (C) Not submit multiple requests for a mobile telephone number or shall have an existing landline telephone number reconfigured in order to send and receive text message (SMS and MMS) communications. Existing telephone numbers that already have text messaging capability (mobile, landline or otherwise) are not compatible with the Service;
- (D) When utilizing an existing landline telephone number, use a landline telephone number that is compatible with Hearsay's Service at all times, and own the landline telephone number in question;
- (E) Not assert or claim intellectual property or other ownership right in the telephone number assigned to the User through the Service;
- (F) Not use the Services to violate any applicable laws, rules, or regulations issued or promulgated by any competent government authority, including, but not limited to, the federal Telephone Consumer Protection Act of 1991 (47 U.S.C. § 227), as amended,

Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (15 U.S.C. § 103 et. seq), the United States’ National Do Not Call Registry, Rules for Carriers Subpart L “Restrictions on Telemarketing, Telephone Solicitation, and Facsimile Advertising” (47 U.S.C. § 64.1200), and (if applicable) the Canada Anti-SPAM Legislation (S.C. 2010, c. 23);

- (G) Not use the Services for purposes of distributing text messaging “spam,” bulk unsolicited messages, or any other form of unsolicited electronic communications distributed on a bulk basis to recipients with which Customer has no preexisting business or personal relationship;
- (H) Not use the Services to collect responses from spam;
- (I) Not harvest, collect, gather or assemble information or data of Text Message or voice call recipients, including e-mail addresses, without their consent;
- (J) Not use the Service to send unwanted Text Messages or voice calls to individuals who have asked to stop receiving communications through any medium. To the extent required by applicable law, Customer must track and record all such requests specific to Customer’s business. Via Customer’s publicly available policy regarding the terms of use of text messaging services, Customer must also provide recipients of those MMS/SMS messages sent via the Services with conspicuous notice of their ability to opt-out from receiving any future text messages, by texting STOP in a stand-alone message with no additional characters or punctuation;
- (K) Not use the Services for, or in connection with sending pyramid schemes, chain letters, any mail in contravention of the CAN SPAM Act of 2003 or other applicable state or federal laws and regulations, or altering or obscuring mail headers or assuming the identity of a sender without the explicit permission of that sender;
- (L) Maintain procedures external to the Service in order to facilitate unsubscribe or opt-out functions in order for recipients to no longer receive Text Message or voice call communications. Hearsay shall be notified of any revocations of consent through these external procedures within forty-eight (48) hours of Customer’s receipt of the revocation notice; and
- (M) Honor any and all revocations of consent by a recipient within seventy-two (72) hours of receipt.

5. Additional Terms.

5.1 Landline Numbers. Should Customer make a change to its landline telephone number service in a manner that the Service is no longer compatible with provisioned telephone numbers or loses ownership of the telephone number, Hearsay may, at its discretion, continue to provide the Service to Customer by provisioning new unique mobile telephone numbers for Customer to use the Service. Hearsay may request that Customer produce evidence of ownership of a provisioned

landline telephone number at any time. Failure to produce evidence of ownership in a timely manner will result in provisioning a unique mobile telephone number, or suspension or termination of use of Hearsay Relate.

5.2 Number Reclamation. Subject to this Relate Schedule, Hearsay reserves the right to reclaim the telephone number provided to User after User either discontinues use of Hearsay Relate, User violates any restrictions on use, or Customer terminates the Agreement. On a case-by-case basis, Customer or User may submit to Hearsay a request to “port” or transfer the assigned telephone number to another carrier (AT&T, Sprint, etc.) or to port or transfer an existing telephone number to the Hearsay Relate system. Where possible, Hearsay shall accommodate the porting request, but cannot guarantee or otherwise ensure that such porting is possible. Additional fees may apply to any porting of an assigned telephone number.

5.3 Private Carrier. Users of the Hearsay Relate App must have an existing plan with a telecommunications service provider such as Verizon, Sprint, or AT&T, in order to make and receive voice calls using the Hearsay Relate App interface. Customer acknowledges that Hearsay is not a publicly available telecommunications service provider and only offers the Hearsay Relate App services via the existing network plans of Customer’s Users. Customer further acknowledges that Hearsay Relate directly uses the Minutes under Users’ existing network plans and that Users will be responsible for any additional fees incurred for data usage using Hearsay Relate. Hearsay is not responsible for any service outage, interruptions, or degradations related to Users’ existing network plans.

5.4 No Emergency Calls. Customer acknowledges that the Hearsay Relate Services DO NOT include the ability to make E911/911 calls. Users may continue to make such calls using their pre-existing network phone service.

Schedule G
Actions Services Addendum

This Schedule G, Actions Services, (“Actions Schedule”) is incorporated by reference into the Agreement. All terms not defined in this Relate Schedule retain the meaning in the Agreement.

1. Definitions.

1.1 “Hearsay Actions App” means the current version of Hearsay’s mobile application or desktop solution that enables Users to send text message communications to their contacts.

1.2 “Hearsay Lead Actions” means a configurable workflow which will allow Customer to receive leads from third party solutions and enable automated outreach (sending texts and messages using Hearsay Relate) to Customer end users. As it pertains to Lead Actions, “One Action Workflow” shall mean and include a single lead source: a set of contact records that are attributable to a single Campaign or non-aggregated, originating lead source.

1.3 “Hearsay Client Actions” means a configurable workflow which will enable automated text and message outreach via Hearsay Relate in support of Client retention and growth, such as annual reviews, term life renewals, and a variety of life events. As it pertains to Client Actions, “One Action Workflow” shall mean and include a single behavior- or event-triggered action that is automatically executed by Hearsay Relate as one or more outbound text messages.

2. Definition Clarification.

2.1 Hearsay Actions is considered an App and is subject to all the terms and conditions of App as set forth in the Agreement.

2.2 For Hearsay Actions, the “External Services” include third-party services used by Hearsay to provide the Hearsay Actions App. Hearsay reserves the right to modify or change the External Services in accordance with the procedures established in Section 2.4 (External Service Dependencies).

3. Product Description. The Hearsay Actions App is a set of configurable, compliant workflows designed to enable automated engagement orchestration. Hearsay Actions may include Hearsay Lead Actions and/or Hearsay Client Actions.

3.1 Hearsay Lead Actions includes the following:

3.1.1 Integration with One Action Workflow or an unlimited number of lead sources (e.g., CRM, Hearsay Sites;

3.1.2 Pre-built configurable workflows to facilitate engagement with Leads;

- 3.1.3 Orchestration outcome reporting;
 - 3.1.4 Engagement and responsiveness metrics;
 - 3.1.5 Leverages Hearsay compliant communication channels (for channels purchased);
 - 3.1.6 Agent click to call notifications;
 - 3.1.7 Post interaction surveys to Users;
 - 3.1.8 Automated daily email sent to Users.
- 3.2 Hearsay Client Actions includes the following:
- 3.2.1 Ability to support a One Action Workflow or an unlimited number of supported Client Action workflows;
 - 3.2.2 Pre-built configurable workflows to facilitate engagement with Clients;
 - 3.2.3 Orchestration outcome reporting;
 - 3.2.4 Engagement and responsiveness metrics;
 - 3.2.5 Leverages Hearsay compliant communication channels (for channels purchased);
 - 3.2.6 Agent click to call notifications;
 - 3.2.7 Post interaction surveys to Agents;
 - 3.2.8 Automated daily email sent to Agent.

In addition to the license provided herein, Hearsay shall assist Customer with the required implementation of Hearsay Lead Actions and/or Hearsay Client Actions (as applicable), pursuant to a separate SOW executed between the parties. Such implementation may include outlining data requirements and configuring workflows that will allow Customer to understand customer acquisition and new business conversion metrics.