

HOSTED SERVICES TERMS

These Hosting Services Terms and Conditions shall apply to Customer's purchase of hosting services from Licensor.

1. Hosted Services.

- a. Licensor will provide Customer with access to a hosted version of the Software, which may include a browser interface and encrypted login (when required), transmission, access to and storage of Customer Data (the "Hosted Service"). Licensor may, in its sole discretion, enhance the Hosted Services from time to time, at no cost to Customer. Licensor may grant Customer access to the Hosted Services via a dedicated website, VPN access or otherwise. Licensor will begin such configuration following an executed statement of work or Order Form by the Parties. Except as stated herein, Customer may not customize the Hosted Services without Licensor's prior written consent or other than as part of integration services provided by Licensor.
- b. Customer shall not have the right to transfer or assign rights to access or use the Hosted Services. All rights not expressly granted to Customer herein are expressly reserved by Licensor.
- c. Licensor hereby grants Customer a non-exclusive, non-transferable, non-assignable right to access and use the Hosted Services, subject to these Hosted Services Terms. Customer may only (i) access the Software as stated in the Order Form; and (ii) permit such access by Users.
- d. Each User may be required to have a Login with unique user identification. Licensor reserves the right to require Customer to alter any password if Licensor believes it is no longer secure. Customer shall not permit more than one person to use each Login to access the Hosted Services or otherwise share login accounts, user identifications or passwords. Customer shall not deactivate a named individual's access to the Hosted Services and assign such access to another named individual without Licensor's prior written consent. Customer is liable for all access to the Hosted Services and activities conducted by individuals accessing the Hosted Services using the logins, including such individual's compliance with the terms herein.
- e. Except as stated herein, Licensor will maintain the Hosted Services at a reputable Internet service provider and hosting facility, where it is subject to commercially reasonable security precautions to prevent unauthorized access to the Hosted Services. Customer Data and the maintenance of Customer Data and such procedures shall comply with industry standards for the type of information maintained. However, Customer acknowledges that, notwithstanding such security precautions, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Hosted Services, and Licensor will not be responsible for such acts.

2. Restrictions.

Except as stated herein, Customer shall use the Hosted Services solely for Customer's internal business purposes, in compliance with applicable law, and shall not: (i) sublicense, lease, or otherwise make the Hosted Services available to any unauthorized third party; (ii) upload, post, email, send, store or otherwise transmit, distribute publish or disseminate any material that is unlawful, defamatory, tortuous, vulgar, obscene libelous, infringing on any patent, trademark, trade secret, copyright, or other proprietary rights of any party or otherwise violates the legal rights of others; (iii) upload, post, email, send, store or otherwise transmit, distribute publish or disseminate any Malicious Code; (iv) access the Hosted Services by any means other than the login or otherwise attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Hosted Services or the data contained therein; or (v) access the Hosted Services for the purpose of building, selling, marketing or otherwise, a competitive product or service or copying the Hosted Services features or user interface.

3. Customer's Responsibilities.

- a. Customer agrees to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Hosted Services, including those related to data privacy, international communications and the transmission of technical or personal data. Customer shall: (i) notify Licensor immediately of any unauthorized use of any login or any other known or suspected breach of security; (ii) report to Licensor immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by Customer to be infringing or unlawful; and (iii) not impersonate another Licensor customer or provide false identity information to gain access to or use the Hosted Services.
- b. Customer shall be responsible for any costs in connection with establishment and maintenance of Internet connectivity to the Hosted Services, including (without limitation) telephone, communications, internet service provider costs, computer hardware, modem, fees charged by third parties, insurance, internet access software, or any other costs incurred by Customer in accessing the Hosted Services.

4. Hosted Services Availability.

- a. Licensor does not control the flow of data to or from Customer's internet hosts and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by

third parties. At times, actions or inactions caused by these third parties can produce situations in which Customer's connections to the internet (or portions thereof) may be impaired or disrupted ("Internet Disruptions"). Customer hereby agrees that Licensor shall not be liable for any Hosted Services delays arising from any Internet Disruptions. Licensor shall make reasonable efforts to provide production environment service availability of ninety-eight (98%) measured on a quarterly basis ("Service Availability") not including: (i) Customer Error Incidents; (ii) Force Majeure (as defined in the Agreement); and (iii) Internet Disruptions. In order to enable Licensor to troubleshoot problems as necessary, Licensor uses an administrator account on each Customer environment and may utilize manual testing to confirm such failure. An interruption in the Hosted Services shall not be considered a breach of Licensor's obligations hereunder if: (i) Licensor promptly takes all reasonable steps to restore the Hosted Services; or (ii) the interruption in Hosted Services results from a Customer Error Incident, Force Majeure or an Internet Disruption.

- b. If Customer engages in activity that is not a legitimate use of the Hosted Services, such as security penetration tests, stress tests, spamming activity, or other activity for which the Hosted Services is not intended and it affects other Licensor customers, such use will be considered a material breach of these Terms and Conditions and Licensor may shut down Customer's Hosted Services until such activity ceases, with such service interruption not being counted against the above availability measure.

5. Customer Data.

- a. Licensor does not own any Customer Data. Customer, not Licensor, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Licensor shall not be responsible or liable for: (i) damages resulting from Licensor's reliance on such Customer Data; and/or (ii) the deletion, correction, destruction, damage, or loss of any data that result from Customer's actions. Licensor is not responsible for restoring lost data or damage to Customer's data that results from Customer's actions. Customer hereby grants to Licensor a non-exclusive, fully-paid and royalty-free license to reproduce, distribute, perform, display and otherwise use the Customer Data solely to provide the Hosted Services to Customer. Customer represents and warrants that: (i) Customer owns or otherwise has the right to grant the license set forth in this section for the Customer Data; and (ii) the Customer Data does not violate the privacy rights, publicity rights, copyright rights, or other rights of any person or entity. Licensor has the right (but not the obligation) to review any Customer Data and delete any Customer Data that in the sole judgment of Licensor violates these Terms and Conditions, is prohibited content, is illegal, violates the rights, harms, or threatens the safety of any User or any other person, or creates liability for Licensor, its suppliers, or any user on five (5) days' written notice specifying the alleged default or violation if the default or violation is not remedied within the notice period. Licensor reserves the right (but has no obligation) to investigate and take action in its sole discretion against Customer if Customer violates this provision or any other provision of these Terms and Conditions, including, without limitation, removing Customer Data from the Hosted Services, terminating these Terms and Conditions, reporting Customer to law enforcement authorities, and/or taking legal action against Customer.
- b. Licensor reserves the right to access and disclose Customer Data as necessary to comply with applicable laws and government requests, to operate or maintain the Hosted Services, to protect itself or its customers (including virus scanning), and to evaluate and improve the performance and implementation of the Hosted Services. Licensor reserves the right to perform statistical analyses of user behavior and characteristics and to provide aggregated or statistical analyses of data derived from the Hosted Services to third parties, provided that the information is presented in a manner which does not disclose the identity of the Customer. Except as (i) specifically stated in this provision; (ii) set forth in any supplemental terms; or (iii) upon instruction from Customer, Licensor will not disclose to third parties any Customer identifiable data in the course of providing the Hosted Services under these Terms and Conditions. Licensor will not sell or otherwise transfer Customer identifiable data to third parties without Customer's prior written approval.
- c. Licensor will maintain the Customer Data on server(s) at Licensor's designated site and provide backups to Customer's Data as follows in accordance with Licensor's then-current data backup policies. Licensor will use commercially reasonable efforts to perform restorations to the Hosted Services in the event of a service failure. Licensor reserves the right to withhold Customer Data without notice for any breach, including, without limitation, Customer's non-payment.
- d. Licensor hereby grants Customer a limited, non-sub-licensable license to reproduce and display the Customer Data (excluding any software code) solely for Customer's personal use in connection with using the Hosted Services. These Terms and Conditions do not constitute a sale and do not convey to Customer any rights of ownership in or related to the Hosted Services or the intellectual property rights owned by Licensor and its suppliers.

6. Users.

- a. Customer may add Users at any time via an Order Form executed by the Parties. Access to the Hosted Services for any such added Users shall be coterminous with the then-current Hosted Services term and

Users added in the middle of a billing month will be charged in full for that billing month. Customer will pay for any increase in Users upon execution of the Order Form setting forth the additional Users. Customer may only reduce the number of Users set forth in the applicable Order Form at the end of each term.

- b. Licensor shall have the right to verify the number of Users under these Terms and Conditions at the end of each month at any time of the day.

7. Case Agent Roles.

In the event Customer licenses Licensor's Respond software, this Section 7 shall be incorporated into these Terms and Conditions and shall apply to the Hosted Services.

"Case Agent Roles" means user licenses (either Named User or Concurrent User) that exclusively access the "Case Agent" application provided under Licensor's Respond software only.

Customer acknowledges and agrees as follows

- a. If the Hosted Services Term is for one (1) year, Customer will receive Case Agent Roles equal to no more than fifty percent (50%) of the total number of Named User or Concurrent User licenses granted under the Agreement during each year.
- b. If the Hosted Services Term is for two (2) or more years, Customer will receive Case Agent Roles equal to no more than sixty percent (60%) of the total number of Named User or Concurrent User licenses granted under the Agreement during each year.