

Terms of Service

Last updated on October 19th, 2021

THESE TERMS OF SERVICE (“TERMS”) ARE A LEGAL AGREEMENT BETWEEN YOU OR THE COMPANY YOU REPRESENT (“YOU” OR “YOUR”) AND SQUADCAST, INC. (“US,” “WE” OR “OUR”) GOVERNING YOUR ACCESS & USE OF OUR SERVICES. BY ACCEPTING THESE TERMS, EITHER THROUGH CLICKING TO SIGNIFY ACCEPTANCE, SETTING UP A USER ACCOUNT OR SIMPLY BY USING OUR SERVICES, YOU AGREE TO BE BOUND BY ALL OF THEIR PROVISIONS, WITH IMMEDIATE EFFECT. YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS ON YOUR (AND YOUR COMPANY’S) BEHALF. IF YOU DO NOT AGREE WITH THESE TERMS, YOU SHOULD NOT INDICATE ACCEPTANCE AND MAY NOT USE THE SERVICES.

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION PROVISION THAT REQUIRES THE USE OF ARBITRATION TO RESOLVE DISPUTES.

Use of the Service

Our “Service” is a cloud based application and platform for Incident response orchestration, alert management, Incident tracking, Incident resolution automation and any related analytics, provided by means of a software via <https://www.squadcast.com> (or at such other URL as Squadcast may designate from time to time), that includes but is not limited to any related application programming interfaces (API), interactive discussion areas, customer accounts and profiles, mobile applications, and other related components thereof, on an individual and collective basis. An “**Incident**” is an event that triggers the Service to alert your personnel using certain Contact Information. You must configure the Service for us, provide and maintain accurate Contact Information, follow proper procedure in communicating alerts and triggering events for Incidents to us and submit alert requests through proper channels, including, without limitation, alternate channels if standard channels are

unavailable or the Service may not function properly. **“Contact Information”** means the names, email addresses, telephone numbers, and other required information of your personnel that you want the Service to alert in the event of an Incident and who have consented to receive such messages via the Service (each a **“Contact Person”**), along with other relevant information provided by you or your Users such as alert priorities. You will need to designate individuals authorized to maintain the Contact Information, configure the Service for handling Incidents, and receive reports from the Service (each a **“User”**). Instructions on how to configure the Service, provide Contact Information and otherwise get the full benefit of the Service will be found in the readme and help files, knowledge base, Github repositories and other documentation made available at <https://support.squadcast.com/> (**“Documentation”**).

We may suspend or terminate your use of the Service at any time if you breach any terms of these Terms of Use, including without limitation failing to pay Fees. We reserve the right to modify the Service at any time with or without prior notice.

Affiliates

If any of Your Affiliates use the Service(s) under this Agreement, then all the terms and conditions of this Agreement that apply to You shall apply to such Affiliate and its activities hereunder. You will remain responsible for the acts and omissions of Your Affiliates in connection with each Affiliate’s use of the Service(s) during the Subscription Term of its/their orders, including, without limitation, breach of the terms of this Agreement applicable to such Affiliate, even if such Control is no longer maintained. Any claim from any Affiliate that uses the Service(s) under the terms of this Agreement shall only be brought against Us by You on behalf of such Affiliate. Notwithstanding the foregoing, We may refuse to provide the Service(s) to any Affiliate that fails to pass, in Our reasonable business judgement, a background check or financial history audit. **“Affiliate”** means any entity which directly or indirectly Controls, is Controlled by, or is under common Control with the party. **“Control,”** for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the party.

Trial Period and Free Plan

If You ordered a “trial” or other limited period no-charge plan, You may use the Service for a fourteen (14) day trial period, or as otherwise expressly set forth in the order (the

“Trial Period”), solely for evaluation purposes, starting on the date that You registered with Our Service and accepted this Agreement, without charge or further commitment. The Platform will automatically cease functioning at the end of the Trial Period unless (i) You supply Your payment card or other payment information and purchase a subscription to the Service; (ii) You elect to use the Service under the Free Plan (defined below); or (iii) Squadcast extends Your Trial Period in its sole discretion. After the end of the Trial Period, unless You purchase, prior to the end of the trial period, a subscription to the Service or elect to use the Service under the Free Plan, all hosted Contact Information and other data You provide to the Services (“Customer Information”) will no longer be available. During the Trial Period You are free to add and remove Users as needed for the evaluation. However, any Users included in a paid subscription to the Services or otherwise under the Free Plan, can only be added or removed in accordance with the terms of the specific plan or term You elect. If You elect to use the Platform under the limited free to use option, and We agree (the “Free Plan”), You acknowledge and accept that We may terminate Your use of the Services under the Free Plan for any reason or no reason at all and without any required prior notice. Squadcast Free Users: Defined as users who have registered for a free subscription account or are listed as a user within an account and/or instance. These users and accounts have limited phone alerts or SMS messaging enabled and unlimited email and mobile push notifications. Squadcast Free Users and accounts are not subject to a service level agreement, and customer support is limited to the knowledge base and email support. DURING THE TRIAL PERIOD AND USE UNDER THE FREE PLAN, WE WILL HAVE NO OBLIGATION WHATSOEVER TO CONTINUE PROVIDING THE SERVICES TO YOU, AND YOU WILL HAVE NO CLAIM OR REMEDY FOR THE FAILURE OF THE SERVICES. THESE LIMITATIONS ARE IN ADDITION TO THE WARRANTY DISCLAIMERS AND LIABILITY LIMITS IN THIS AGREEMENT.

Pre-Release Technology

From time to time, We in Our sole discretion may make beta or otherwise pre-general release versions of Our Services (“Pre-Release Technology”) available to You at no additional charge. If You use any Pre-Release Technology, the terms of this Section will govern that use, and control over any conflicting provisions of this Agreement. Pre-Release Technology is Our Confidential Information, and notwithstanding anything to the contrary in this Agreement, You may not provide access to or disclose the existence of Pre-Release Technology to any third party. You may use the Pre-Release

Technology only for internal testing and evaluation. We provide the Pre-Release Technology: (a) free of charge; (b) without support; (c) “AS IS”; and (d) WITHOUT INDEMNIFICATION, WARRANTY, OR OBLIGATION TO YOU OF ANY KIND. No service level commitment will apply to the Pre-Release Technology. Certain features or functionality of the Services may not be available in Pre-Release Technology. Our providing any Pre-Release Technology does not constitute Our commitment to offer the Pre-Release Technology on a generally available basis or to continue to provide You with access to the Pre-Release Technology. We may modify Pre-Release Technology or terminate Your access to it at any time in Our sole discretion, and any such modification or termination will not be deemed a material, detrimental change under this Agreement. The aggregate liability (excluding indirect, special, and consequential damages, for which We expressly disclaim all liability) of Us, Our affiliates and suppliers, for any claim arising from Your use of Pre-Release Technology will not exceed one-thousand U.S. dollars (\$1,000 USD). Feedback You provide with regard to Pre-Release Technology is subject to Section 7(c) (Feedback) below.

Subscription Terms

Subject to payment of all Fees and the conditions outlined in these Terms, we hereby grant you a limited, non-exclusive, non-sublicensable and non transferable right during the “Subscription Period” (as defined below) of these Terms to use the Service only in accordance with the Documentation, solely for your company’s internal operational purposes. You must purchase a subscription for each User that will access the Service. If more than the permitted number of Users need to access the Service, they can be given view-only “Stakeholder” access and you will be charged the applicable Fees only when they are added as Users, ability to use “Stakeholders” and the number of “Stakeholders” you can add may change based on the plan you opt. Stakeholders will receive only “Incident Triggered” and “Incident Resolved” notifications and will have view-only access to certain specific details about the Incident, as applicable. You may add Users from the Service dashboard as needed, subject to paying any applicable additional Fees. User subscriptions cannot be shared or used by more than one (1) User but may be reassigned to a new User replacing a person who no longer requires access to the Service. You are solely responsible for selecting secure User passwords, changing passwords frequently, maintaining the confidentiality of User logons and passwords, and restricting access to the Service.

We assume no responsibility for damage or loss arising from unauthorized access to the Service and your account due to your failure to protect your account through proper maintenance of User logons and passwords. The Service is subject to certain limitations on the number of email alerts, phone call alerts, SMS alerts, number of metrics and components to be displayed in status pages, and other types of actions or elements, each as specified on our website ("Limits"). You will be charged the applicable Fees for any alerts in excess of the Limits ("Overages"). The Service may be subject to other limitations as set forth in the Documentation, including, but not limited to, limits on disk storage space, the rate of incoming email requests, the number of inbound calls permitted to the API within a specified period of time, the number of outbound calls the Service will make to a client API within a specified period of time, and the number of alerts the Service will send to a Contact Person within a specified period of time. You acknowledge that exceeding these other limitations may cause the Service to malfunction, may accrue additional Fees, or may result in suspension of the Service until compliance has occurred. The Subscription is not dependent on any future functionality, upgrades or features (or any public comments or other disclosure made by or on behalf of Squadcast with respect thereto). Squadcast will provide any implementation, configuration, training or other professional services described in your pricing tier (if any), subject to additional fees and in accordance with the conditions in the "Professional Services Terms" hereto.

Restrictions on Use

You may not use the Service or Documentation except as permitted in these Terms. Without limiting the foregoing, you may not, and may not cause or permit any third party to, (i) alter, modify or create any derivative works of the Service, the underlying source code, or the Documentation in any way, including without limitation, customization, translation or localization; (ii) rent, lease, license, sublicense, encumber, sell, offer for sale, or otherwise transfer rights to the Service or Documentation, including for timesharing or as a service bureau; (iii) port, reverse compile, reverse assemble, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Service; (iv) copy, distribute, link, frame, mirror or otherwise make available any portion of the Service to any third party; (v) remove or alter any logos, trademarks, links, copyright or other notices, legends or markings from the Service or Documentation; (vi) attempt to bypass or tamper with the security, operation of the Service; (vii) attempt to access the accounts or data of any other customer or user; (viii)

use the Service for benchmarking purposes or otherwise to analyze its workings and features for competitive purposes or in a manner that imposes unusual demands on the service outside of normal functions and operations; (ix) attempt to probe, scan or test the vulnerability of the Service, breach the security or authentication measures of the Service or attempt to render any part of the Service unusable. (x) use, or allow the use of, the Service(s) by anyone located in, under the control of, or a national or resident of a U.S. embargoed country or territory or by a prohibited end user under export control laws (as described in Section 22 below); (xi) use the Service(s) in a manner that interferes with the use or enjoyment of it by others, including using the Service(s) to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or circumventing or disclosing the user authentication or security of the Service(s) or any host, network, or account related thereto; or (xii) use the Service(s) or Documentation in a way that: violates applicable law or infringes upon the rights of a third party, including those pertaining to contract, intellectual property, privacy, or publicity; or that violates the Squadcast's Acceptable Use Policy, which is incorporated herein by reference and available at <https://www.squadcast.com/acceptable-use-policy> (the "**AUP**"); or that effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene. Notwithstanding any other provision of this Agreement, in the event of Customer's breach of any restrictions in this Section 6, We shall have the right upon notice to immediately suspend Services until such breach is corrected.

Proprietary Rights

This Agreement is not an agreement for the sale or license of any software or other intellectual property right. You acknowledge that the Service contains copyrighted and proprietary products and materials. We solely and exclusively retain all right, title and interest in and to the Service and related support, documentation, professional services, deliverables and all related and underlying software, interfaces, databases, data models, structures, non-Customer-specific data, aggregated statistical data, technology, reports and other intellectual property, plus all intellectual and other proprietary rights therein or thereto, but excluding your Content (collectively, the "Company Intellectual Property"). Except for the Subscription granted hereunder, you have no right, title or interest in, and we reserve all rights to, the Company Intellectual Property.

a. *Contact Information.* You will retain all right, title and interest in and to the Contact Information and all intellectual property rights therein. Nothing in these Terms will confer to us any right of ownership or interest in the Contact Information, other than the limited license set forth herein.

b. *Company Intellectual Property.* We shall retain all right, title and interest in and to the Company Intellectual Property, and any changes, derivatives, corrections, developments, bug fixes, enhancements, updates and other modifications thereto, and as between the parties all such rights shall vest in and be assigned to us. Any suggestions, feedback or other ideas related to the improvement of the Service submitted by you shall be owned by us upon submission. Nothing in these Terms will confer on you any right of ownership or interest in any Company Intellectual Property, other than the limited license set forth herein. "Company Intellectual Property" means our proprietary technology, including the Service and Documentation, websites, software tools, hardware designs, algorithms, software, user interface designs, architecture, documentation, network designs, know-how, and trade secrets, and all intellectual property rights therein and thereto throughout the world (whether owned by us or licensed to us by a third party).

c. *Feedback.* We encourage You to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to the Services and related resources ("Feedback"). To the extent You provide Feedback, You grant Us a non-exclusive, royalty-free, fully paid, sub-licensable, transferable, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import and otherwise exploit Feedback (including by incorporation of such Feedback into the Services without restriction), provided that such Feedback does not identify You or Your Users or include any Contact Information without Your prior written consent.

d. *Technical Data Collection and Use of Data.* We will treat all content, information and other data in any format or media which is uploaded or otherwise provided by you with the utmost confidentiality. We may collect and use technical information gathered as part of delivering the service, only for the purpose of improving our products and services. However, we will not disclose any of this information in any form that identifies you. You assume, and We disclaim, any and all responsibility and liability for the completeness, quality, accuracy, legality and suitability of the Content and for ensuring that you have all rights, permissions and licenses in and to the Content necessary for you to use and provide it in connection with the Service. Notwithstanding the foregoing,

you hereby grant to us a non-exclusive, transferable, worldwide right during the Subscription Term to use the Content as reasonably needed to provide you the Service and any associated services.

Warranty Related to SMS Use in the United States

a. By signing up to the Platform, You agree to receive SMS and other types of messages from Us (“Messaging”), and You represent and warrant that You shall (i) receive and will maintain consents from each Contact Person who will receive messages, (ii) maintain procedures for each Contact Person to opt out of participating in Messaging, and once opted-out, You will not re-enroll any Contact Person to Messaging until You have obtained renewed consent from Contact Person to receive Messaging through the Platform, and (iii) comply with all applicable law relating to Messaging in Your use of the Platform, including without limitation, the Telephone Consumer Protection Act and CAN-SPAM. You shall be responsible for compliance with Messaging and related data privacy laws.

Support, Security and Privacy

a. **Support.** We shall provide basic support for the Service as selected by you on our website when you enroll in the Service.

b. **Security.** We shall maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Contact Information. Without your prior written consent, we shall not (i) modify Contact Information, (ii) disclose Contact Information to a third party (except as needed to perform the Service or if required to do so by law or governmental process), or (iii) access Contact Information except to provide the Service and prevent or address Service or technical problems. In the event of an intrusion or other breach of the Service’s security, Company shall use reasonable efforts to (a) notify you of the breach once a full investigation into the nature of the breach has been conducted and concluded and sufficient steps to remediate or correct the breach have occurred to ensure that all customer data is secure and would not be further jeopardized by such notification, and (b) resolve the breach and recover any data disclosed as a result thereof.

c. **Privacy.** You acknowledge and permit us to compile and use statistical or aggregate information about your use or your Users’ use of the Service, including,

without limitation, the types and number of Incidents, number of alerts, and other metadata, for promotional purposes and to improve the Service; provided, however, that such use will not in any manner include Contact Information or otherwise identify you. Contact Information shall be treated in accordance with our Privacy Policy set forth on the website and is available at <https://www.squadcast.com/privacy/>. Squadcast's Platform processing of Contact Information on Your behalf shall be done in accordance with Squadcast's Data Processing Addendum ("DPA"), which is incorporated herein by reference, and available at <https://www.squadcast.com/data-processing-addendum>. Use of our service by accepting this terms of service and privacy policy meaning you have agreed to and signed our Data Processing addendum as well. However, if you would like to have a signed copy for your records, you can reach out to support@squadcast.com.

Fees and Payment Terms

You shall pay all Fees associated with your use of the Service as set forth on our website ("Fees"). Self service plans must be paid for by credit card. You hereby represent that you have the right to provide us with your credit card information and authorize us to charge the credit card for all Fees. We will charge your card on a monthly basis, but may change the date on which the charge is posted at any time. The amount charged will depend on the type of plan you select.

For self service month-to-month plans: (i) you must indicate an initial number of Users but may change that number or cancel the plan at any time; (ii) for the first month, we will charge your credit card with an estimate of your fees for that month in advance, with any excess credited against subsequent month's fees (and forfeited if you cancel before all credit is applied); (iii) for subsequent months, we will charge your credit card monthly, in arrears, based on the largest number of Users active on any day of the month; (iv) we will prorate the Fees for the final month based on the number of days; and (v) we reserve the right to change the Fees at any time. For self service annual plans: (i) you must indicate an initial number of Users and may not reduce that number during the term of the plan; (ii) for the first month, we will charge your credit card a full year's subscription fees based on the initial number of Users, which amount is not cancellable or refundable; (iii) any Users added during the term of your plan will have their subscription fees calculated at the rate then in effect and prorated for the remainder of the plan term so that all User subscriptions shall terminate on the same date and we will

charge the prorated amount to your credit card in the month in which the Users are added. If you incur Overages, we will charge them to your credit card in the month in which they occur.

You are responsible for keeping all account information accurate and up-to-date, including payment card, address, and account contact information. You hereby represent that You have the right to provide Us with Your payment card information and authorize Us to charge the payment card for all Fees. You agree to pay all charges incurred by Users of Your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Services at the prices in effect when such charges are incurred.

You agree to pay all charges incurred by Users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You will pay any sales, use and other taxes or duties, however designated (collectively "Taxes"), if any, relating to any such purchases, transactions or other monetary transaction interactions. You will be solely responsible for payment of all Taxes, except for those taxes based on our income. You will not withhold any Taxes from any amounts due to us. If we pay any such taxes on your behalf, you will reimburse us for such payments. All Fees are payable in United States dollars and are non-cancelable and non-refundable except as otherwise set forth herein. You shall be responsible for and pay all sales, use, value added or other taxes, except for taxes based on our income. Unpaid amounts payments may be assessed a late fee of the lesser of 1.5% per month or the maximum rate permitted by applicable law, plus all reasonable expenses and fees of collection. We may suspend or terminate access to the Service if you fail to make any payments when due.

You will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Us to collect any amount that is not paid when due, and not properly disputed. If You are paying by a payment card, and if Your payment card is declined for any installment, beginning five (5) days after the unsuccessful charge, We may suspend the Services immediately until Your payment is brought current. If a PO number is required by You in order for an invoice to be paid, then You must provide such number by emailing support@squadcast.com within three (3) days of execution of an order form. However, You agree that a failure to provide a PO does not relieve You

of Your obligations to pay Your Fees.

You will notify Us in writing in the event You have a good faith dispute as to Fees or taxes payable by You under this Agreement by emailing support@squadcast.com. You will provide such notice to Us prior to the due date of the invoice containing such Fees or taxes due that are in dispute and the parties will work together to resolve the applicable dispute promptly. You will pay all amounts that are determined to be payable by resolution of the dispute (by adversarial proceedings, agreement or otherwise) within ten (10) days following such resolution.

California Residents. The provider of Services is: Squadcast, Inc., 55 Bryant Street, Suite # 403, San Francisco, CA 94107. If You are a California resident, in accordance with Cal. Civ. Code §1789.3, You may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

Confidentiality

The Service and Documentation and all other information disclosed to you will be our “Confidential Information.” Your Contact Information will be your Confidential Information. Each party will keep the other’s Confidential Information confidential, will only use it in furtherance of these Terms of Use, and will not disclose it to any third party unless required to do so by law (in which case notice shall be given of the requirement to allow the other party to object or take other action), or if needed to fulfill its obligations hereunder (in which case any such third party must be bound by similar terms of confidentiality).

Indemnification

a. By Us. We shall defend, indemnify and hold you harmless from and against all claims, losses and damages (including reasonable attorneys’ fees) made by a third party that the Service infringes that third party’s intellectual property rights, except to the extent such a claim is based on your misuse of the Service. If we believe that any portion of the Service may be subject to such a claim, then we may, at our sole option and expense: (i) procure for you the right to continue using the Service; (ii) modify or replace the infringing portions of the Service to allow for continued use, or if these

alternatives are not commercially reasonable refund any unused, prepaid Fees and terminate these Terms of Service. THIS SECTION STATES OUR ENTIRE LIABILITY FOR INFRINGEMENT RELATING TO THE SUBJECT MATTER OF THESE TERMS OF SERVICE AND SHALL NOT APPLY DURING ANY TRIAL PERIOD. As a condition to being indemnified you shall promptly notify us of any claim, and allow us sole control of the defense and settlement of the claim.

b. By You. You agree to defend, indemnify and hold Squadcast, Inc. harmless from and against all claims, losses and damages, suits, government investigations, fines, actions, damages, settlements, losses, liabilities, costs and expenses (including reasonable attorneys' fees) for any breach of your representations, warranties and covenants set forth in these terms.

c. Each party's indemnity obligations are subject to the following: (i) the aggrieved party will promptly notify the indemnifier in writing of the Claim; (ii) the indemnifier will have sole responsibility for and control of the defense and all related settlement negotiations with respect to the Claim (provided that the indemnifier may not settle or defend any Claim unless it unconditionally releases the aggrieved party of all liability); and (iii) the aggrieved party will cooperate fully to the extent necessary, and execute all documents necessary for the defense of such Claim.

Limited Warranties & Disclaimers

a. By signing up to the Service, you agree to receive SMS and other types of messages from us ("Messaging"), and you represent and warrant that you shall (i) receive and will maintain consents from each Contact Person to receive ("Messaging"), (ii) maintain procedures for each Contact Person to opt out of participating in Messaging, and once opted-out, you will not re-subscribe Contact Person to Messaging until you have obtained renewed consent from Contact Person to receive Messaging through the Service, and (iii) comply with all applicable law relating to Messaging in your use of the Service, including without limitation, the Telephone Consumer Protection Act and CAN-SPAM. You shall be responsible for compliance with Messaging laws.

b. Corporate Authority. You represents and warrant that you have the legal power and authority to enter into these Terms, binding you to the terms and conditions of these Terms.

c. We warrant that the Service will perform in substantial conformity with the then-current version of applicable documentation provided by us on our website; provided, however, that the sole remedy for breach of this warranty or failure of the Service to perform shall be our reasonable efforts to correct any error in such operation of the Service of which you have notified us within 30 days after the occurrence of a breach, and, if we determine that we cannot correct such error, then you may terminate this Agreement and receive a refund as set forth in these terms.

d. We warrant that during any Paid Subscription Term, we will use commercially reasonable physical, technical and procedural measures to protect your Content against destruction, loss, alteration, unauthorized disclosure to third parties or unauthorized access by employees or contractors employed by us, including the placement of the Service at reputable third-party Internet service providers and co-location facilities.

e. Notwithstanding anything contained in this Agreement to the contrary, any and all beta versions of, and free subscriptions to, the Service come without warranty of any kind and are used by you solely at your own risk and responsibility. You acknowledge that the risks and assumptions undertaken by us pursuant to this Agreement are only in consideration for the payment of subscription fees.

f. You represent and warrant that you will not use the Service in any country embargoed by the United States and neither you, nor your Users are a foreign person or entity blocked or denied by the United States government. You further represent and warrant that you are entirely responsible for your compliance with all applicable United States laws and regulations and with all applicable local laws and regulations, including but not limited to export and import regulations.

g. EXCEPT FOR THE FOREGOING, WE PROVIDE THE SERVICE AND DOCUMENTATION "AS IS" WITHOUT ANY WARRANTY WHATSOEVER AND HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL BE FREE FROM DELAYS, INTERRUPTIONS, ERRORS, DELIVERY FAILURES, SERVICE FAILURES, VIRUSES OR ANY OTHER PROBLEMS OR DAMAGES ARISING FROM YOUR USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS OR ANY OTHER SYSTEMS, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, RELIABILITY, ACCURACY, SECURITY OF DATA, OR ACHIEVEMENT OF RESULTS. THE SERVICE IS NOT INTENDED TO BE A REPLACEMENT FOR YOUR OTHER

INFORMATION TECHNOLOGY NETWORK MONITORING AND ALERTING SYSTEMS, AND YOU ARE SOLELY LIABLE AND RESPONSIBLE FOR MONITORING YOUR INFORMATION TECHNOLOGY NETWORK AND INFRASTRUCTURE.

h. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT, SERVICE OR CONTENT ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE, SERVICE OR CONTENT, AND WE WILL NOT BE A PARTY TO, LIABLE FOR OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

Communications

You will be responsible and liable for the content of all communications sent to any party using the Service (including interactive areas such as discussion boards). You will not use the Service to communicate any message or material that (i) is libelous, harmful to minors, abusive, obscene or constitutes pornography; (ii) infringes the intellectual property rights of any third party or is otherwise unlawful; or (iii) could give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law.

Limitation of Liability

EXCEPT FOR LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS OR BREACH OF CONFIDENTIALITY SET FORTH IN THESE TERMS, NEITHER PARTY SHALL BE LIABLE HEREUNDER TO THE OTHER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY, FOR ANY SPECIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, BUSINESS, GOODWILL, DATA, SALES OR REVENUE, WORK STOPPAGE OR COMPUTER FAILURE OR MALFUNCTION, WHETHER OR NOT FORESEEABLE AND EVEN IF SUCH PARTY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WHERE OTHERWISE EXPLICITLY INDICATED, A PARTY'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE HEREUNDER IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. WITHOUT LIMITING THE

FOREGOING, WE SHALL HAVE NO LIABILITY FOR ANY FAILURE OF THE SERVICE ARISING FROM OR RELATED TO (I) ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS (II) YOUR OR YOUR USERS' FAILURE TO CONFIGURE THE SERVICE IN CONFORMANCE WITH THE DOCUMENTATION, (III) YOUR OR YOUR USERS' FAILURE TO PROVIDE ACCURATE CONTACT INFORMATION TO THE SERVICE, OR (IV) ANY MESSAGING LAWS. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

Integrations

We may directly or indirectly provide you with access to or the opportunity to integrate with third-party tools, services, or other applications which we neither monitor nor controls ("Third Party Apps"). You acknowledge and agree that we provide access to or integration with Third Party Apps as a convenience and you are not required to implement Third Party Apps. You acknowledge and agree that some integrations with Third Party Apps will allow the transfer of your Content to or through the Third Party App. We provide access to and integration with Third Party Apps strictly on an "as-is" and "as-available" basis without any representations, warranties or conditions of any kind and without any endorsement as to the value of functionality of the Third Party Apps. Third Party Apps may be subject to their own set of terms and conditions constituting a separate agreement between you and the third party only, and you are responsible for reviewing and agreeing to any separate agreement.

Unless set forth to the contrary in an additional SOW between you and us, we have no obligation to provide maintenance or support for Third Party Apps or the integration between the Service and Third Party Apps, and we shall have no responsibility or liability whatsoever arising from or relating to your use of Third Party Apps. The operator or owner of Third Party Apps may make changes or modifications to Third Party Apps that affect the integration between the Third Party App and the Service, including by reducing, degrading, or eliminating features or functionalities of the Third Party App. We are not responsible or liable for any loss or damage of any sort incurred as the result of any use of Third Party Apps. You acknowledge and agree that in order to provide certain features and functionalities of the Service, you must allow the Service communication with or access to your account(s) with other third party service providers

to retrieve, manipulate, process, and modify data (“Process”), and you expressly consent to the Service’s accessing those accounts to Process that data solely as is necessary to provide the Service. If the Service cannot for any reason access your third party accounts or Process that data, we may not be able to provide you those features or functionalities, and we will be excused from any nonperformance of the Service. Certain features and functionalities of the Service require interaction with your other third-party service providers, for instance, through APIs belonging to those third parties. You consent to our interacting with your other third party service providers in order to provide certain features and functionality, and you acknowledge that we are not responsible or liable for the accuracy, content, appropriateness, or completeness of data or content received from those third parties.

Modifications to the Terms

We reserve the right, at our sole discretion, to modify or replace any part of these Terms of Service by (i) posting revised Terms of Service on and/or through the Service or (ii) providing notice to you of the change. Modifications will take effect at the start of the month following notice for self-service month-to-month plans, and at the end of the prepaid Term for all other plans.

Arbitration

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. For any dispute with us, you agree to first contact us at support@squadcast.com and attempt to resolve the dispute with us informally. In the unlikely event that we have not been able to resolve a dispute it has with you after sixty (60) days, any controversy or claim arising out of or relating to these Terms of Use, or the breach hereof, shall be settled by arbitration, by binding arbitration by a mutually agreed third party alternative dispute resolution service, under the Optional Expedited Arbitration Procedures then in effect. Any award shall be final, binding and conclusive. A judgment upon the award rendered may be entered in any court having jurisdiction thereof. Nothing in this Section shall be deemed as preventing us from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights or other proprietary rights.

Subscription Period and Termination

These Terms of Service commence when you accept them. At the end of the Subscription Period you contract for use of the Service, it shall automatically renew for additional terms of the same length at the prices communicated to you at least Thirty (30) days prior to the end of that Subscription Period (or the same prices as the prior Subscription Period if no new prices are provided) until terminated by either you or us with at least thirty (30) days' notice prior to the end of each such Subscription Period. Either party may terminate these Terms of Service upon thirty (30) days' prior written notice to the other party for a material breach that remains uncured at the expiration of such period. These terms can also be terminated if you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

Immediately upon termination of these Terms for any reason, you will (i) cease use of the Service, (ii) pay in full all Fees due upon termination, and (iii) return or destroy all copies of our Confidential Information. Upon expiration or termination of these Terms for any reason, your account shall be deactivated and all Contact Information shall be unavailable to you. Upon written request made within 30 days after termination, or otherwise at our discretion, we will provide you with temporary access to the Service solely for you to retrieve your Content in order to transition out of the Service. After such 30-day period, we will, unless legally prohibited and except for archival backup purposes, have the right, but not the obligation, to delete all such data and Content in our possession or control. Upon termination of this Agreement for any reason, you will pay all fees owed to us that have accrued through the effective date of termination in accordance with these Terms; provided, however, that if termination arises out of our modification of the Service, breach of the Agreement, or breach of warranty, then we will refund a prorated amount equal to the pre-paid Subscription fees covering the whole months that would have remained, absent such early termination, in your Subscription Term following the effective date of such early termination. All provisions of these Terms which by their nature should survive cancellation or termination shall survive cancellation or termination.

Publicity

You agree that we may identify you as a user/customer in our promotional and marketing activities and on our website.

Professional Services Terms

Statements of Work. All services to be performed shall be described in your pricing tier or a separate written, mutually agreed to statement of work signed by authorized representatives of both parties (each a “SOW”), each of which is expressly made subject to the terms and conditions of these Terms. You agree to retain Squadcast, Inc. to perform the consulting services described in each SOW (the “Services”), and we agree to perform the Services on the terms and subject to the conditions and assumptions set forth in these Terms. Each SOW should contain descriptions of the Services and a description of any Deliverables to be provided by us, our compensation, and any additional terms and conditions the parties deem appropriate. Both parties expressly acknowledge and agree that any schedules or timelines shall not be considered firm or fixed performance dates, are only to be regarded as estimated beginning and completion dates for the tasks and activities to be performed hereunder and are expected to be revised during the term of any engagement. We agree to use diligent efforts to meet schedules. All Services and Deliverables are deemed accepted by you upon completion or delivery and are warranted as described below. Service hours purchased by you are payable, and expire, as set forth in the SOW, but in any case no longer than 180 days from the date of purchase.

Changes. Each party may request changes that affect the scope or duration of the Services relating to any SOW. Neither party shall be bound by any change requested by the other party, until such change has been memorialized in writing and signed (or otherwise agreed to in writing, including e-mail) by authorized representatives of each party (“Change Order”). Each Change Order will be subject to the terms and conditions of these Terms.

Location and Access. We may perform the Services at your premises, our premises or such other premises that both parties may deem appropriate. The SOW may describe the location where we will perform the Services. You will permit us to have a reasonable and safe access to your premises, personnel and computer equipment for the purposes of performing the Services at your premises.

Customer Assistance. You shall provide us with such resources, information, cooperation, and assistance as may be reasonably requested in connection with the performance of the Services. Without limiting the generality of the foregoing, in the event the Services are provided on your premises, you shall provide safe and adequate space, power, network connections, and other resources as reasonably required,

whether requested during regular business hours or otherwise. You acknowledge and agree that our ability to successfully perform the Services in a timely manner is contingent upon receipt of information, resources and assistance from you as requested. We will have no liability for deficiencies in the Services or deliverables, or failure to meet any schedule, resulting from your acts, omissions, agents, employees, instructions and the like.

Customer Information. You acknowledge and agree that we may, in performing our obligations pursuant to these Terms, be dependent upon or use data, material, and other information furnished by you without any independent investigation or verification thereof, and that we shall be entitled to rely upon the accuracy and completeness of such information in performing the Services. In performing the Services, we will be making recommendations and providing advice, but all decisions as to implementing such advice and recommendations shall be made by you and shall be the sole responsibility of you and we shall be entitled to rely on all such decisions made by you.

Non-solicitation. Both parties agree that during the period of these Terms and for a period of 12 months thereafter, neither party shall solicit, negotiate with or offer employment to (whether as an employee, officer, director, partner, consultant or otherwise), directly or indirectly, either party's present or former personnel, with whom they have either had contact or been referred to during the period of these Terms, without first notifying an authorized designee of the other party of such intent in writing. You acknowledge that our damages and losses resulting from any breach of this clause would be extremely difficult to fix in an actual and accurate amount. Therefore, it is further agreed that if you breach this clause by hiring any Squadcast personnel (whether as an employee, officer, director, partner, consultant or otherwise), you will pay a fee not less than the total projected one-year annualized revenue attributable to that person or persons hired as liquidated damages. This fee would be payable immediately upon acceptance of hire.

Ownership. "Squadcast Exclusive Intellectual Property" will refer to any ideas, concepts, know-how, knowledge, techniques, tools, approaches, methodologies, templates, operating instructions, standardized features, other technology, or any intellectual property rights created, developed, owned or licensed by us (i) prior to the Effective Date of these Terms or (ii) during the term of these Terms but outside the scope of these Terms and any SOW or (iii) during the term of these Terms that are

generally applicable and not Customer-specific. Other than Squadcast Exclusive Intellectual Property, all work product that we create specifically for you under any SOW (the “Deliverables”), all patents, copyrights, trade secrets or other proprietary rights in or to the Deliverables are and will be your sole property, and we hereby assign ownership of these Deliverables to you. Notwithstanding the foregoing, Squadcast shall own all worldwide right, title and interest in and to the intellectual property rights embodied in the Squadcast Exclusive Intellectual Property, whether or not such Squadcast Exclusive Intellectual Property is incorporated into any Deliverables. Nothing in these Terms shall prevent us from creating derivative works based on the Squadcast Exclusive Intellectual Property, developing, modifying, using, marketing, distributing or otherwise commercially exploiting the Squadcast Exclusive Intellectual Property in any manner. We reserve all rights not expressly granted to you under these Terms. Nothing contained herein shall be construed as limiting our rights to commercially use or market in the conduct of our business general ideas, concepts, know-how, knowledge, market analysis, frameworks, techniques, tools, approaches, and methodologies or other residual values possessed or known to us or learned or developed during the course of providing the Services, without obligation of any kind to you.

Limited Warranty

Squadcast represents and warrants that we will perform the Services in a good and workmanlike manner and in substantial accordance with the express terms of the SOW. You must notify us of any perceived defect in Services or Deliverables within 30 days of the completion or delivery of the particular task or Deliverable at issue. As our sole obligation and your sole and exclusive remedy for breach of this warranty, we will re-perform any defective services at no additional cost to you.

U.S. Government End Users Restricted Rights

If You are a branch or agency of the United States Government, the following provision applies. The Software contains “commercial computer software” as that term is described in DFAR 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 12.212 (Computer Software) and 12.11 (Technical Data) of the Federal Acquisition Regulations and its successors. If acquired by or on behalf of any agency within the Department of Defense, the U.S. Government acquires this commercial

computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors.

Export Laws

You represent and warrant that (a) You are not located in or a national of a country subject to a United States Government embargo, (b) You will not access or use the Services (and will not permit any third parties including Your Users to do so either) in any country embargoed by the United States, (c) neither You, nor Your Users are a foreign military end-user, military-intelligence end-user or other foreign person or entity blocked or denied by the United States Government, (d) that You will not place any information in the Services that is controlled under the U.S. International Traffic in Arms Regulations, (e) You will not use the Services for any purpose prohibited by United States or applicable international import and export laws and regulations, including without limitation the development and creation of nuclear, chemical, or biological weapons, or rocket systems, space launch vehicles, sounding rockets, or unmanned aerial vehicle systems, or military and military-intelligence end-uses, and (f) You are entirely responsible for Your compliance with all applicable United States laws and regulations and with all applicable local laws and regulations related to export and import.

Audits

You agree that We shall have the right, at Our expense and on reasonable prior notice, to audit Your relevant books, records, and logs relating to use of the Services to confirm Your compliance with this Agreement. At Our discretion We may also conduct the audit by requesting Your certification in writing of compliance with the applicable Usage Limits. If any audit discloses an underpayment of fees for the period under review based on actual usage, then, without limiting Our remedies, You agree to immediately pay Us the amount of the underpayment. This Section 24 (Audits) will survive termination or expiration of this Agreement for two (2) years.

Suspension

In the event of any breach or threatened breach of these Terms by You (including non-payment of fees), without limiting Our other rights and remedies, We may immediately

suspend your access to the Service until the breach is cured or we reasonably believe there is no longer a threatened breach.

Credentials

We shall provide each of your users with a unique username and password to enable access to the Services pursuant to this Agreement. You acknowledge and agree that only the authorized number of users, if applicable, are entitled to access the Services with the username and password provided to that specific user. You are responsible for maintaining the confidentiality of all usernames and passwords, and solely responsible for all activities that occur under these usernames. You agree (a) not to allow a third party to use your account, usernames or passwords at any time; and (b) to notify us promptly of any actual or suspected unauthorized use of its account, usernames or passwords, or any other breach or suspected breach of this Agreement. We reserve the right to terminate any username and password, which we reasonably determine, may have been used by an unauthorized third party or an individual other than the person to whom such username and password was originally assigned.

Injunctive Relief

You acknowledge and agree that your breach or threatened breach of these Terms of Use shall cause us irreparable damage for which recovery of money damages would be inadequate and that we therefore may obtain timely injunctive relief to protect our rights under these Terms in addition to any and all other remedies available at law or in equity.

Miscellaneous

You will only use the Services in accordance with Squadcast policies, including Squadcast's Acceptable Use Policy, available at <https://www.squadcast.com/acceptable-use-policy/>, ("AUP") and with applicable law, including without limitation all export control laws. This Agreement shall be governed by and interpreted in accordance with the laws of the state of California without regard to its conflict of laws provisions. You may not assign, sublicense, delegate or otherwise transfer any of Your rights or obligations under this Agreement without Our prior written consent. We may assign this Agreement at Our sole discretion. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be construed to reflect the parties' original intent, and the remainder of

this Agreement shall remain in full force and effect. This Agreement constitutes the entire understanding and Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous Agreements or understandings. The failure of either party to enforce any of the provisions of this Agreement shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions. The parties to this Agreement are independent contractors and no agency, partnership, joint venture, employment or similar relationship exists between them. Neither party has the authority to bind the other or incur any obligation on its behalf. Notices required hereunder shall be effective upon their delivery by email, courier or delivery service, or first class United States mail, return receipt requested (effective upon receipt).