



## MASTER SERVICES AND SUBSCRIPTION AGREEMENT

THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT ("**Agreement**") IS MADE BETWEEN REPRISE, INC. ("**Reprise**") AND THE COMPANY IDENTIFIED AS THE CUSTOMER IN THE ORDER (DEFINED BELOW) OR, IF SIGNING A PHYSICAL VERSION, THE COMPANY IDENTIFIED IN THE SIGNATURE BLOCK ("**Customer**"). THE PERSON WHO EXECUTES THE ORDER ON CUSTOMER'S BEHALF REPRESENTS THAT SUCH PERSON HAS THE AUTHORITY TO AND DOES BIND CUSTOMER TO THIS AGREEMENT AND THE ORDER. IF SUCH PERSON DOES NOT HAVE SUCH AUTHORITY, OR IF SUCH PERSON DOES NOT AGREE WITH THIS AGREEMENT AND THE ORDER IN ALL RESPECTS, THEN SUCH PERSON MUST NOT EXECUTE THE ORDER.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. DEFINITIONS.

In addition to terms defined elsewhere in this Agreement, the following terms will have the following meanings when used in this Agreement.

1.1. "**Affiliate**" means with respect to a Party, any entity that currently or in the future controls, is controlled by or is under common control with such Party for so long as such control exists, where "control" means ownership of more than fifty percent (50%) of the outstanding securities representing the right to vote for the election of directors or other managing authority of such Party.

1.2. "**Applicable Law**" means all laws, rules, regulations, and other proclamations having the effect of law anywhere throughout the world that are applicable to any activity carried out or proposed to be carried out by a Party under this Agreement.

1.3. "**Authorized User**" means any Customer's employees, agents, independent contractors, and other individuals authorized by Customer: (a) who Customer authorizes to access the Reprise Platform and/or Services on its behalf and (b) who has been supplied access credentials to the Reprise Platform by Customer (or by Reprise, at Customer's request).

1.4. "**Confidential Information**" means any information disclosed, directly or indirectly, by or on behalf of one Party ("**Discloser or Disclosing Party**") to the other Party ("**Recipient or Receiving Party**") pursuant to this Agreement that: (a) is designated as "confidential," or in some other manner to indicate its confidential nature; or (b) otherwise should reasonably be expected to be treated in a confidential manner based on the circumstances of its disclosure and the nature of the information itself. Without limiting the foregoing, the Reprise Property and Reprise Data, except for the public-facing aspects of the Reprise Platform, are Reprise's confidential information, and the Customer Data are Customer's confidential information. However, Confidential Information does not include any information which: (i) is or becomes generally known and available to the public through no act or omission of the



Recipient; (ii) was already in the Recipient's possession without a duty of confidentiality owed to the Discloser at the time of the Discloser's disclosure, as shown by the Recipient's contemporaneous records; (iii) is lawfully obtained by the Recipient from a third party who has the right to make such disclosure; or (iv) is independently developed by the Recipient without breach of an obligation owed to the Discloser and without any use of or reference to the Discloser's Confidential Information.

1.5. **"Customer Data"** means all data, content, and other original, customer created material that is transmitted by or on behalf of Customer to the Reprise Platform through the functionality available on the web-based user interface of the Reprise Platform, including all Replays and Personal Data, Authorized User Personal Data, and Replay Viewer Personal Data , but excluding Reprise Property.

1.6. **"Customer Systems"** means Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through third-party services.

1.7. **"Deliverable"** means a report, presentation, or other document, or other electronic or tangible work product commissioned by, and developed specifically for, Customer that Reprise is required to deliver to Customer as part of the Professional Services.

1.8. **"Intellectual Property Rights"** means current and future worldwide rights under patent, copyright, design rights, trade secret, trademark, moral rights, and other similar rights, whether registered or unregistered.

1.9. **"Maintenance Release"** means any update, upgrade, release, or other adaptation or modification of the Reprise Platform or the Reprise Documentation that Reprise may provide to Customer from time-to-time during the Subscription Term.

1.10. **"Non-Reprise Application"** means Web-based, mobile, offline or other software functionality that interoperates with the Services, that is provided by Customer or a third-party.

1.11. **"Order"** means each ordering document for Customer's purchase of Services and any add on Services, including addenda thereto, each of which are signed or electronically delivered by Customer and accepted by Reprise from time to time. Each Order shall be subject to this Agreement and shall be deemed incorporated herein by reference.

1.12. **"Party"** means Reprise or Customer individually, and "Parties" means Reprise and Customer collectively.

1.13. **"Personal Data"** means information relating to a living individual (including Customer, Authorized Users, or a Replay Viewer) who is, or can be, reasonably identified from information (e.g., name, address, email address, phone number), either alone or in conjunction with other information, within Customer's control and which is stored, collected, or processed within the Reprise Platform.



1.14. “**Privacy Policy**” means the Reprise Privacy Policy located at <https://www.reprise.com/privacy/> that details how Reprise handles Customer Data.

1.15. “**Professional Services**” means the implementation, training, consulting services, or other project-based services outside the scope of the Subscription, if any, specifically identified in an Order. It is understood that Professional Services are separate and apart from Services (as defined below) and will be charged at a rate depending on the level of services required, which is separate and in addition to any Subscription (as defined below).

1.16. “**Replay(s)**” means the end-product that consists of a compilation of captures created through use of the Reprise Platform.

1.17. “**Replay Viewer(s)**” means the individual who interacts with and/or visits the Replay(s).

1.18. “**Reprise Data**” means any: (i) data, information or other routines generated by or on behalf of Reprise through any automated data analysis, processing, or other operations of the Reprise Platform; and (ii) aggregated and de-identified data generated or collected by or on behalf of Reprise in connection with the Services, including any such data based on or derived from the Customer Data.

1.19. “**Reprise Developed IP**” means any and all technology or intellectual property related to the Reprise Documentation, Reprise Platform, or Professional Services that is conceived, developed, or reduced to practice in any form or medium, including software and other works of authorship, algorithms, user interfaces, designs, data, databases, and collections of data, inventions (whether or not patentable) or discoveries, process, know-how or techniques trademarks, trade secrets and confidential information.

1.20. “**Reprise Documentation**” means any documentation that Reprise makes available to Customer that describes the features or requirements of the Reprise Platform.

1.21. “**Reprise Hosting Fees**” means those tiers of fees (each a “Tier”) reflecting the: (i) number of sessions for Replays across the Subscription; and/or (ii) number of Replays permitted to be published by any Customer.

1.22. “**Reprise Property**” means the Reprise Platform, Reprise Data, Reprise Documentation, and the Reprise Developed IP.

1.23. “**Reprise Platform**” means Reprise’s proprietary software-as-a-service software platform that assists users with the creation and distribution of Replays.

1.24. “**Reprise Platform Fees**” means those fees charged for access to certain features of the Reprise Platform, which may be offered as a package (e.g., “Team” or “Enterprise”), as described and set forth in any Order.



1.25. **“Restricted Content”** means any data, content, information or other material that directly or indirectly(including Personal Data): (a) personally identifying information that is explicitly defined as a regulated category of data under any data privacy or data protection laws applicable to Reprise; (b) non-public information, such as a national identification number, passport number, social security number, or driver's license number; (c) financial information, such as a policy number, credit card number and/or bank account number. (d)can be used to authenticate an individual (including, for example, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, biometric, genetic, health, or health insurance data, answers to security questions, and other personal identifiers); (e) misappropriates, violates or infringes any third party intellectual property, privacy or other rights; (f) violates or conflicts with any agreement to or commitment with any third party or any Applicable Law; or (g) as determined by a reasonable observer under the circumstances, is abusive, bullying, defamatory, harassing, hateful, obscene, pornographic, threatening, violent, vulgar or otherwise objectionable or inappropriate.

1.26. **“Services”** means the services ordered by Customer in an applicable Order, including but not limited to Subscriptions and Professional Services.

1.27. **“Subscription”** means Customer’s specified combination of Reprise Hosting Fees and Reprise Platform Fees to which it subscribes during any Subscription Term.

1.28. **“Subscription Term”** means the subscription term for the Reprise Platform set forth in an Order.

## 2. SERVICES.

2.1. **Subscriptions.** Services sold as subscriptions are subject to the following terms, unless otherwise agreed on an Order:

2.1.1. **License from Reprise.** Subject to the Terms of this Agreement, Reprise hereby grants to Customer during the Subscription Term a non-exclusive, non-transferable (except under Section 13.5), non-sublicensable and worldwide license to allow its Authorized Users to access and use the Reprise Platform and Reprise Documentation solely as necessary to create Replays in accordance with the terms of this Agreement and share those Replays with Replay Viewers in product demonstrations and sales presentations (“Authorized Purpose”), as set forth in any Order.

2.1.2. **Subscription Term.** The term of each Subscription will begin on the date of last signature of the applicable Order and continue, unless terminated earlier in accordance with this Agreement, until the end of the applicable Subscription Term. Each Order will automatically renew for successive Subscription Terms equal in length to the initial Subscription Term in the applicable Order unless either Party provides the other with written notice of its desire not to renew at least thirty (30) days prior to the end of the then-current Subscription Term. Except as expressly provided in the applicable Order, renewal



of promotional or one-time priced or discounted subscriptions will be at Reprise's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

2.1.3. Subscription Units Added Mid-Subscription Term. An Order may be used to add more subscription units (e.g. seats or packages) to a subscription during a subscription term. The per unit pricing for those additional subscription units will be as specified on the Order of the underlying subscription (or, absent such specification, at the same per unit pricing as the underlying subscription pricing), prorated for the portion of that Subscription Term remaining at the time the subscription units are added. Any such additional subscription units will renew or terminate on the same date as the underlying subscription. Subscription units relating to a Service cannot be decreased during a subscription term for that Service.

2.1.4. Default Type. Each Service is purchased as a subscription unless otherwise specified in an Order or indicated given the nature of the Service.

2.2. Professional Services. Professional Services are subject to the following terms, unless otherwise agreed on an Order Form.

2.2.1. Project Term. The term of a Professional Services ends upon completion of those Professional Services, unless earlier terminated.

2.2.2. Scope of Professional Services. Reprise will provide Professional Services to Customer in accordance with an Order Form (which may alternatively be entitled a "Statement of Work"), including any specifications, timetables, and acceptance criteria and procedures described therein.

2.2.3. Ownership of Deliverables. Customer will own all Intellectual Property Rights in any Deliverables, and Reprise hereby assigns all Intellectual Property Rights in any Deliverables to Customer. Notwithstanding the foregoing, nothing in this Agreement will assign or vest ownership of any Reprise Property from Reprise to Customer. Customer grants Reprise and its affiliates a worldwide, royalty-free, non-exclusive license to use, reproduce, distribute, modify, and adapt the Deliverables for the purpose of providing the Services to Customer in accordance with this Agreement.

2.2.4. Third Party Services. If Customer integrates the Services with any non-Reprise-provided third-party service (such as a third party's service that uses an application programming interface (API)), Customer acknowledges that such third-party service might access or use Customer Data and Customer permits the third-party service provider to access Customer Data as required for the interoperation of that third party service with the Services. Customer is solely responsible for the use of such third-party services and any data loss or other losses it may suffer as a result of using any such services.



### 3. REPRISE RESPONSIBILITIES.

3.1. Provision of Services. Reprise shall use commercially reasonable efforts to perform the Services hereunder, and as set forth in each Order. Nothing in this Agreement or any Order will be understood to prevent Reprise from developing similar work product or deliverables for other Customers. Reprise will (a) make the Services and Reprise Platform available to Customer pursuant to this Agreement, and the applicable Order and Documentation, (b) provide applicable Reprise standard support for the Services to Customer at no additional charge, by email or telephone, during Reprise's normal business hours of 9 a.m. to 5 p.m. ET, excluding U.S. national holidays and days when banks in the U.S. are closed, (c) use commercially reasonable efforts to make the Subscription Services available 24 hours a day, 7 days a week, except for: (i) scheduled downtime for routine maintenance of the Reprise Platform between the hours of 12 a.m. and 5 a.m. ET ("Scheduled Downtime") (of which Reprise shall give advance electronic notice), and (ii) any unavailability caused by Customer or an Authorized User, circumstances beyond Reprise's reasonable control, including, a Force Majeure Event, Internet service provider failure or delay, due to the failure of power, facilities, equipment, systems, or connections not provided by Reprise, a Non-Reprise Application, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to Reprise's provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's and Authorized Users' use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form. Notwithstanding the foregoing, if Customers require a greater level of support than the standard Customer technical support offered for Subscriptions, Customer may purchase Professional Services offered for sale in connection with the Reprise Platform, which will then be reflected on the applicable Order and invoice accordingly.

#### 3.2. Privacy and Security.

3.2.1. Security. Reprise shall: (i) maintain appropriate administrative, physical, and technical safeguards to protect the security and integrity of the Service and the confidentiality of the Customer Data; and (ii) access and use the Customer Data solely to perform its obligations in accordance with the terms of this Agreement and as otherwise expressly permitted in this Agreement ("Security Program"). Such Security Program will conform with the Reprise security protocols which are further described in Reprise's most recently completed Service Organization Control 2 (SOC 2) audit reports or other similar independent third-party annual audit report ("Audit Report"). Upon Customer's written request and under an active Non-Disclosure Agreement between the Parties, Reprise shall provide Customer with a copy of Reprise's then-current Audit Report. In no event during the Term shall Reprise materially diminish the protections provided by the controls set forth in Reprise then-current Audit Report. In addition to the security obligations above, the following shall apply:

3.2.1.1. Data Processing Addendum. To the extent that in connection with the performance of the Services Reprise processes on Customer's behalf any Personal Data subject to the European Data Protection Laws and Regulations (as defined in the



DPA) contained in the Customer Data, the terms of the data processing addendum ("DPA") available at <https://www.reprise.com/wp-content/uploads/2022/08/Reprise.-Customer-Data-Processing-Agreement.-Web-Version-2022-1.pdf> (or such other DPA executed by both parties that references this Agreement), shall apply and the parties agree to comply with such terms. The DPA may be updated by Reprise if required by applicable law. For the purposes of the Standard Contractual Clauses attached to the DPA, when and as applicable, Customer and its applicable Affiliates are each the data exporter, and Customer's signing of this Agreement, and an applicable Affiliate's signing of an Order Form, shall be treated as the signing of the Standard Contractual Clauses and their Appendices.

3.2.1.2. CCPA. To the extent that in connection with the performance of the Services Reprise processes data on Customer's behalf that is subject to the California Consumer Privacy Act of 2018 (CCPA), Reprise shall (i) process Customer Data that is Personal Data subject to the CCPA only on Customer's instructions and as set forth in this Agreement in accordance with the applicable terms of the CCPA, (ii) act as a service provider with respect to such Customer Data that qualifies as personal information under the CCPA, in accordance with the applicable terms of the CCPA, (ii) neither Reprise nor any subprocessor of Reprise will disclose to nor transfer Personal Data to a subprocessor or any third party that qualifies as "selling" Personal Data under the CCPA; and (iv) Reprise will maintain reasonable security procedures and practices appropriate to the nature of the Personal Data disclosed by Customer to Reprise, to protect such Personal Data from unauthorized access, destruction or use, in accordance with applicable requirements of the CCPA.

3.2.2. Privacy Policy. Customer has read and acknowledges the applicability of the Privacy Policy to this Agreement. Customer also acknowledges that Reprise may revise the Privacy Policy from time to time and that the most current version will always be at <https://www.reprise.com/privacy/>. When Reprise makes a change to this policy that, in Reprise's sole discretion, is material, Reprise will notify you in accordance with the notice provisions at Section 13.13(c). By continuing to access or use the Services after those changes become effective, Customer agrees to be bound by the revised Privacy Policy.

3.2.3. Updates. Reprise will provide Customer with all Maintenance Releases that Reprise may, in its sole discretion, make generally available to its licensees at no additional charge. Customer is required to accept all Maintenance Releases. All Maintenance Releases provided by Reprise to Customer are deemed licensed to Customer in Section 2.1.1.

#### **4. CUSTOMER RESPONSIBILITIES.**

4.1. Customer Responsibilities. Customer will (a) be responsible for Authorized Users' compliance with this Agreement, Documentation and Order, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services and Replays, and the interoperation of any Non-Reprise Applications with which Customer uses the Services and



Replays, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and the Replays, maintaining the confidentiality of its own passwords and any other credentials used by it and its Authorized Users to access the Services, and notify Reprise promptly of any such unauthorized access or use, (d) use Services, Replays, and Replay Viewer Data only in accordance with this Agreement, Documentation, Order, and applicable laws and government regulations, and (e) comply with terms of service of any Non-Reprise Applications with which Customer uses Services. Any use of the Services in breach of the foregoing by Customer or Authorized Users that in Reprise's judgment threatens the security, integrity or availability of Reprise's services, may result in Reprise's immediate suspension of the Services, however Reprise will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension. There may be some situations, such as security emergencies, where it is not practicable for Reprise to give such advance notice. Reprise will use commercially reasonable efforts to narrow the scope and duration of the limitation or suspension as is needed to resolve the issue that prompted such action.

4.2. Authorized Users. In addition to Section 4.1, Customer is solely responsible for: (a) identifying and authenticating all Authorized Users; (b) approving access by such Authorized Users to the Reprise Property; (c) protecting against unauthorized access by Authorized Users; (d) maintaining the confidentiality of usernames, passwords and account information for Authorized Users; and (e) all activities that occur under its and its Authorized Users' usernames, passwords or accounts. Reprise is not responsible for any harm arising from any acts or omissions of any Authorized Users, including individuals who were not authorized to access the Reprise Property but who were able to gain access for any reason. Customer will notify Reprise immediately of any actual or suspected breach of this Agreement by any Authorized User. Any breach of this Agreement by any Authorized User is deemed a breach by Customer.

4.3. Customer Systems; Customer Data. Notwithstanding anything to the contrary in this Agreement, Customer: (a) has and will retain sole control over the security of, operation, maintenance, management of, and all access to and use of, the Customer Systems, and Customer is solely responsible for obtaining all internet connectivity necessary to access and use the Reprise Platform at all times during the Subscription Term; (b) will at all times during the Subscription Term: (i) set up, maintain, and operate in good repair all Customer Systems on or through which the Reprise Platform is accessed or used as necessary to enable Reprise to perform its obligations under this Agreement; (ii) if applicable, will provide Reprise personnel with such access to the Customer Systems as is necessary for Reprise to perform its obligations in connection with this Agreement; and (iii) will provide all cooperation and assistance as Reprise may reasonably request to enable Reprise to exercise its rights and perform its obligations in connection with this Agreement; and (c) Customer is solely responsible for any security vulnerabilities and the consequences of such vulnerabilities arising from Customer Data, including any viruses, Trojan horses, worms or other programming routines in Customer Data that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.





4.4. Failure or Delay. Reprise is not responsible or liable for any delay or failure of performance arising from in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement, including any unavailability, errors, defects or other issues in connection with the Customer Systems or Customer Data (each, a "**Customer Failure**").

## 5. NON-REPRISE PRODUCTS AND SERVICES.

5.1. Non-Reprise Products and Services. Reprise or third parties may make available third-party products or services, including, for example, Non-Reprise Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-Reprise provider, product or service is solely between Customer and the applicable Non-Reprise provider. Reprise does not warrant or support Non-Reprise Applications or other Non-Reprise products or services, whether or not they are designated by Reprise as "certified" or otherwise, unless expressly provided otherwise in an Order. Reprise is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-Reprise Application or its provider.

5.2. Integration with Non-Reprise Applications. The Services may contain features designed to interoperate with Non-Reprise Applications. Reprise cannot guarantee the continued availability of such Service features and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-Reprise Application ceases to make the Non-Reprise Application available for interoperation with the corresponding Service features in a manner acceptable to Reprise.

## 6. INTELLECTUAL PROPERTY RIGHTS AND RESTRICTIONS.

6.1. Ownership. As between the Parties: (a) subject to the license that Reprise grants to Customer in Section 2.1.1, Reprise owns and retains all rights, title and interest in Reprise Property, and Reprise may use and exploit all such Reprise Property without restriction or limitation; and (b) Customer solely owns and retains all rights, title, and interest in and to the Customer Data, subject to the rights granted to Reprise in Section 6.3. Any Reprise Developed IP that results from Services or Professional Services that Reprise incorporates into the Reprise Platform is deemed to be part of the Subscription and covered by the license to Customer in Section 2.1.1 solely as and to the extent the same is so incorporated into the Reprise Platform.

6.2. Reservation of Rights. All rights that a Party does not expressly grant to the other in this Agreement are hereby reserved and neither Party grants to the other any implied rights or licenses under any theory.

6.3. License from Customer. Customer hereby grants to Reprise during the Subscription Term a non-exclusive, irrevocable (subject to Customer's rights to terminate this Agreement), non-transferable (except under Section 13.5), royalty-free and worldwide license



to use, store, reproduce, modify, and otherwise exploit the Customer Data for internal business purposes as necessary to provide and improve the Services. The foregoing rights are sublicensable by Reprise to any of its Affiliates and to subcontractors permitted under Section 13.5.

6.4. Restrictions. Customer may not, directly or indirectly, and may not authorize any third party (including any Authorized User) to: (a) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code, structure, ideas, algorithms, or associated know-how of, the Reprise Property, or reconstruct, or discover, any hidden or non-public elements of the Reprise Property; (b) translate, adapt, or modify the Reprise Property; (c) write or develop any program or derivative work based upon the Reprise Property, or, to the fullest extent permitted by Applicable Law, otherwise use any portion of the Reprise Property in any manner for the purpose of developing, distributing or making accessible products or services that compete with any portion of the Reprise Property, including use of the Reprise Property to benchmark any other product; (d) sell, resell, sublicense, transfer, assign, lease, rent, distribute, or grant a security interest in the Reprise Property; (e) use any portion of the Reprise Property for any purpose other than the Authorized Purpose; (f) use the Services to store or transmit material in violation of third party privacy rights or applicable privacy laws; (g) transmit unsolicited commercial or non-commercial email via the Services; (h) use the Services to store or transmit malicious code; (i) interfere with or disrupt the integrity or performance of the Services or third party data contained therein; (j) attempt to gain unauthorized access to the Services or related systems or networks; (k) permit any portion of the Reprise Property to be used by any persons other than Authorized Users; (l) alter or remove any trademarks, copyright information, patent markings or any other proprietary notices contained in or on the Reprise Property; (m) circumvent or otherwise interfere with any authentication or security measures of the Reprise Platform, or otherwise interfere with or disrupt the integrity or performance thereof; (n) use any portion of the Reprise Property in violation of any Applicable Laws, rules or regulations; or (o) **TRANSMIT TO OR FROM THE REPRISE PLATFORM ANY RESTRICTED CONTENT. IF CUSTOMER KNOWS OR SUSPECTS THAT CUSTOMER HAS TRANSMITTED RESTRICTED CONTENT TO THE REPRISE PLATFORM, THEN CUSTOMER WILL IMMEDIATELY PROVIDE REPRISE WITH WRITTEN NOTICE OF THE SAME AND REASONABLE ASSISTANCE TO HELP ENABLE REPRISE TO IDENTIFY AND DELETE THE RESTRICTED CONTENT FROM ITS SYSTEMS.** For the avoidance of doubt, it is the responsibility of Customer to seek any and all permissions, licenses, or other authorizations necessary to use any third-party materials, including partner materials, in connection with the Reprise Property, Reprise expressly undertakes no liability with respect to Customer's use of third-party materials and Customer fully and unconditionally releases Reprise from any liability arising out of such use. Reprise may, but is under no obligation to, monitor Customer's use of the Reprise Services. Reprise may, in its reasonable discretion, without limiting any other right or remedy, to suspend or terminate Customer's access (and therefore, all Authorized Users access) to and use of the Services if Reprise determines that Customer is engaging (or has engaged) in any of the prohibited activities set forth in this Section 6.4. If the circumstances reasonably permit, Reprise may give Customer reasonable advance notice of suspension; however, there may be some situations, such as security emergencies, where it is not practicable for Reprise to give such advance notice.



6.5. Replay Viewer Personal Information Use Restrictions. Without limiting Section 6.4 above, Customer agrees to the following additional restrictions with respect to any Replay Viewer Personal Information provided by Reprise in connection with the Services: (a) Customer may use the Replay Viewer Personal Information solely for lawful purposes and shall comply with all relevant laws and regulations that govern use, including, by way of example, laws governing privacy, mass email, spam, export control, consumer protection, unfair competition and false advertising; (b) Customer must use the Replay Viewer Personal Information solely for its internal business purposes and may not sell the Replay Viewer Personal Information to third parties; and (c) Customer may not use the Replay Viewer Personal Information in connection with determining any individual credit worthiness or for any financial, employment or insurance decisions, or to create or contribute to a "Consumer Report" as set forth in the U.S. Fair Credit Reporting Act or with respect to eligibility for any government-granted license or benefit or authorize or permit any third parties to do any of the foregoing.

6.6. Feedback. Customer may elect to provide to Reprise ideas, suggestions, or feedback related to any aspect of the Reprise Property ("Feedback"). Such Feedback will be non-confidential, and Customer hereby grants to Reprise a non-exclusive, perpetual, irrevocable, transferable, sublicensable (through multiple tiers), royalty-free, and worldwide license to implement, use, modify, or otherwise exploit, in any way without restriction, the Feedback, without any fees, attribution or other obligations to Customer.

## **7. FEES; PAYMENT.**

7.1. Fees. Customer will be charged the fees as specified in the applicable Order ("Fees"). Except as otherwise specified herein or in an Order Form, (i) Fees are quoted and payable in United States dollars Except as otherwise specified in this Agreement or prohibited by applicable law, (ii) payment obligations are non-cancelable and fees paid are not refundable; provided, however, that refunds may be provided to Customer in the event this Agreement is terminated in accordance with Section 8.4, and (iii) quantities purchased cannot be decreased during the relevant subscription term. Customer shall pay all Fees due in accordance with the terms set forth on the applicable Order Form(s) and in this Section 7.1.

7.2. Overage Fees. If Customer's actual use of the Reprise Platform exceeds that permissible under any Subscription as set forth in any Order, then Customer must pay for the additional use at Reprise's then-current rates for the use, and may be required to upgrade to the next level of Subscription.

7.3. Professional Services. Professional Services are additional services that Customers may purchase in connection with their Subscription, and will be described in the Order. If Fees for Professional Services are not set forth on an Order but are requested by Customer, such Fees will be billed at prevailing time and material rates. Customer agrees to promptly reimburse Reprise upon invoice for any actual, out-of-pocket travel and lodging expenses incurred by Reprise in connection with any Professional Services set forth on an Order. All Fees are non-cancellable, non-refundable and non-recoupable.



7.4. Payment Terms. All Fees will be billed in advance, and all invoices for Fees and Professional Services are due and payable in United States dollars by electronic transfer or by other means specified by Reprise in an applicable Order within thirty (30) days after the invoice date, without deduction or setoff.

7.5. Late Payments. If Customer fails to pay an invoice within ten (10) days following Reprise's provision of notice to Customer in writing regarding an invoice for which Reprise has not received payment of Fees by the applicable due date on such invoice, then Reprise may assess a late fee of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. Customer will reimburse Reprise for reasonable attorneys' fees and other expenses reasonably incurred by Reprise in the collection of any late payments. If any amount owing by Customer under this Agreement is more than thirty (30) days overdue, Reprise may, without otherwise limiting Reprise's rights or remedies, (a) terminate this Agreement, (b) suspend the use by Customer of the Services until such amounts are paid in full, and/or (c) condition future Subscription renewals and other Customer purchases on payment terms other than those set forth herein; provided that Reprise shall not exercise any such rights if Customer has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

7.6. Payment Disputes. Reprise will not exercise its rights under Section 7.5 above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

7.7. Fee Increases. Reprise reserves the right to increase Fees for its Services, provided that Reprise will not increase Fees during the initial Service Term stated in an Order Form (unless otherwise provided therein).

7.8. Taxes. Customer is responsible for all federal, state, local, sales, use, value added, excise, or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes based on Reprise's net income).

7.9. Free Trial and Free Services. **(This Section 7.9 only applies when applicable)**

7.9.1. Free Trial. If Customer registers for a free trial or is provided access on a proof of concept basis, Reprise will make the applicable Service(s) available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by Customer for such Service(s), or (c) termination by Reprise in its sole discretion. ANY DATA CUSTOMER ENTERS INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR CUSTOMER, DURING CUSTOMER'S FREE TRIAL OR PROOF OF CONCEPT WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL OR PROOF OF CONCEPT, PURCHASES APPLICABLE UPGRADED SERVICES, OR EXPORTS SUCH DATA, BEFORE THE END OF THE TRIAL PROOF OF CONCEPT PERIOD. CUSTOMER



CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL OR PROOF OF CONCEPT; THEREFORE, IF CUSTOMER PURCHASES A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL OR PROOF OF CONCEPT, CUSTOMER MUST EXPORT CUSTOMER DATA BEFORE THE END OF THE OR TRIAL PROOF OF CONCEPT PERIOD OR CUSTOMER DATA WILL BE PERMANENTLY LOST. NOTWITHSTANDING THE "REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS" SECTION AND "INDEMNIFICATION BY Reprise" SECTION BELOW, DURING THE FREE TRIAL OR PROOF OF CONCEPT THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND REPRISER SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL OR PROOF OF CONCEPT PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE REPRISER'S LIABILITY WITH RESPECT TO THE SERVICES PROVIDED DURING THE FREE TRIAL OR PROOF OF CONCEPT SHALL NOT EXCEED \$1,000.00. WITHOUT LIMITING THE FOREGOING, REPRISER AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED DURING THE FREE TRIAL PERIOD WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO REPRISER AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER. CUSTOMER SHALL REVIEW THE APPLICABLE SERVICE'S DOCUMENTATION DURING THE TRIAL PERIOD TO BECOME FAMILIAR WITH THE FEATURES AND FUNCTIONS OF THE SERVICES BEFORE MAKING A PURCHASE.

7.9.2. Free Services. Reprise may make Free Services available to Customer. Use of Free Services is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Services are provided to Customer without charge up to certain limits as described in the Order Form. Usage over these limits requires Customer's purchase of additional resources or services. Customer agrees that Reprise, in its sole discretion and for any or no reason, may terminate Customer's access to the Free Services or any part thereof. Customer agrees that any termination of Customer's access to the Free Services may be without prior notice, and Customer agrees that Reprise will not be liable to Customer or any third party for such termination. Customer is solely responsible for exporting Customer Data from the Free Services prior to termination of Customer's access to the Free Services for any reason, provided that if Reprise terminates Customer's account, except as required by law Reprise will provide Customer a reasonable opportunity to retrieve its Customer Data as per Section 8.3 below. NOTWITHSTANDING



THE “REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS” SECTION AND “INDEMNIFICATION BY Reprise” SECTION BELOW, THE FREE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND REPRISE SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE FREE SERVICES UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE REPRISE’S LIABILITY WITH RESPECT TO THE FREE SERVICES SHALL NOT EXCEED \$1,000.00. WITHOUT LIMITING THE FOREGOING, REPRISE AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER’S USE OF THE FREE SERVICES WILL MEET CUSTOMER’S REQUIREMENTS, (B) CUSTOMER’S USE OF THE FREE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE FREE SERVICES WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE “LIMITATION OF LIABILITY” SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO REPRISE AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER’S USE OF THE FREE SERVICES, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER’S INDEMNIFICATION OBLIGATIONS HEREUNDER.

## **8. TERM AND TERMINATION.**

8.1. Term of Agreement. This Agreement will start on the date of last signature of the first Order executed by the Parties and continue, unless terminated earlier in accordance with this Agreement, until all Orders have expired or been terminated.

8.2. Termination. Either Party may terminate this Agreement or any Order for cause (i) upon 30 days written notice to the other party of a material breach if such breach is not cured within thirty (30) days after written notice of such breach from the non-breaching Party, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

8.3. Effect of Termination. Upon the effective date of expiration or termination of this Agreement for any reason: (a) all outstanding Orders and access to the Reprise Property will automatically terminate and (b) all outstanding payment obligations of Customer as described in Section 7 will become due and payable immediately. If written request by Customer is made within 14 days after the effective date of termination or expiration of this Agreement, Reprise will make Customer Data available to Customer for export or download in a reasonable format to be determined by Reprise in its sole discretion. After such 14-day period, Reprise will have no obligation to maintain or provide any Customer Data.

8.4. Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with the Section 8.2 above, Reprise will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Reprise in accordance with Section 8.2, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted



by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to Reprise for the period prior to the effective date of termination.

8.5. Surviving Provisions. The following Sections, and any defined terms and provisions required to interpret or enforce those Sections (but only to the extent required for such interpretation or enforcement), will survive the termination or expiration of this Agreement: 1, 3.2, 4.2, 4.3(c), 4.4, 6, 8.3, 9, 10, 11, 12.

## 9. CONFIDENTIALITY.

9.1. Nondisclosure of Confidential Information. The Receiving Party will use the same efforts to protect the Disclosing Party's Confidential Information from loss or alteration, and unauthorized access, use or disclosure, that it uses to protect its own confidential information of similar sensitivity, but in no event will such efforts be less than reasonable efforts. The Receiving Party may only use the Disclosing Party's Confidential Information to perform its obligations and exercise its rights under this Agreement. The Receiving Party will not disclose or provide access to the Disclosing Party's Confidential Information to any third party except: (a) for disclosures to the Receiving Party's: (i) employees with a need to know such information to perform its obligations under the Agreement and to subcontractors permitted under Section 13.5; or (ii) professional advisors or potential investors or acquirers (each in (i) and (ii), a "**Permitted Recipient**"); and (b) the Receiving Party may disclose the Disclosing Party's Confidential Information if it is compelled by Applicable Law to do so; provided the Receiving Party gives the Disclosing Party prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. The Receiving Party shall not, except as otherwise expressly authorized by the Disclosing Party, make any copies or duplications of any of the Disclosing Party's Confidential Information. Any materials or documents that have been furnished by the Disclosing Party to the Receiving Party in connection with conducting its business pursuant to this Agreement, together with all copies of such materials or documents, shall be promptly returned or destroyed by the Receiving Party within ten (10) days after either (A) the termination of this Agreement or (B) the Disclosing Party requesting such return or destruction; provided, however, that Receiving Party may retain copies of such materials or documents that are stored on the Receiving Party's IT backup and disaster recovery systems until the ordinary course deletion thereof. The Receiving Party will be liable for any breach of this Agreement by its Permitted Recipients.

9.2. Notice Requirements. The Receiving Party will promptly inform the Disclosing Party in writing of any actual or suspected loss or alteration of, or unauthorized access to, use or disclosure of, Confidential Information. In the event that the Receiving Party or any person to whom the Receiving Party or its representatives transmit or have transmitted Confidential Information become legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demands or otherwise) to disclose any such Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy, or both, or waive compliance with the provisions of this Agreement. In the event that the Disclosing Party is unable to obtain a protective order or other appropriate



remedy, or if it so directs the Receiving Party, the Receiving Party shall furnish only that portion of the Confidential Information that the Receiving Party is advised by written opinion of its counsel is legally required to be furnished by it and shall exercise its reasonable best efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information.

## **10. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES, AND DISCLAIMERS.**

10.1. Mutual. Each Party represents and warrants to the other Party: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full corporate right, power, and authority to enter into and perform its obligations and grant the licenses it grants or is required to grant under this Agreement; (c) the execution of an Order by its representative whose signature is set forth on the Order has been duly authorized by all necessary corporate or organizational action of such Party; and (d) when an Order has been executed by both Parties, the Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10.2. By Reprise. Reprise warrants that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) Reprise will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the "Integration with Non-Reprise Applications" section above, Reprise will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.

10.3. By Customer. Customer further represents, warrants and covenants to Reprise that Customer owns or otherwise has and will continue to have the necessary rights in and relating to the Customer Data so that, as received by Reprise and used in accordance with this Agreement, it does not and will not infringe, misappropriate, or otherwise violate any rights of any third party or violate any Applicable Laws.

10.4. DISCLAIMERS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REPRISE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, LOSS OF DATA, ACCURACY OF RESULTS, OR OTHERWISE ARISING FROM A COURSE OF DEALING OR RELIANCE. WITHOUT LIMITING THE FOREGOING, REPRISE DOES NOT REPRESENT OR WARRANT THAT: (A) THE REPRISE MATERIALS WILL BE ERROR-FREE OR UNINTERRUPTED; (B) THE REPRISE MATERIALS WILL BE COMPATIBLE WITH ANY PARTICULAR DEVICE; OR (C) ANY DATA PROVIDED BY OR THROUGH THE REPRISE MATERIALS (INCLUDING ANY THIRD-PARTY CONTENT) WILL BE ACCURATE OR COMPLETE.





## 11. INDEMNIFICATION.

11.1. By Reprise. Reprise will indemnify, defend, and hold harmless (collectively defined as “indemnity”, “indemnification”, or some variation thereof) Customer from and against all liabilities, damages, expenses, and costs (including settlement costs and reasonable attorneys’ fees) arising out of a third-party claim that the Reprise technology used to provide the Services to Customer infringes any copyright, U.S. patent, trademark, or trade secrets of such third party (a “Claim Against Customer”). If Reprise receives information about an infringement or misappropriation claim related to a Service, Reprise may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Reprise’s warranties under “Reprise Warranties” above, (ii) obtain a license for Customer’s continued use of that Service in accordance with this Agreement, or (iii) terminate Customer’s subscriptions for that Service upon 30 days’ written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated Subscriptions. The above defense and indemnification obligations do not apply if (I) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (II) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Reprise, if the Services or use thereof would not infringe without such combination; (III) a Claim Against Customer arises from Services under an Order Form for which there is no charge; or (IV) a Claim against Customer arises from any content or data provided by Customer, Authorized Users, Replay Viewers, or any other third parties; a Non-Reprise Application; or Customer’s breach of this Agreement, the Documentation or applicable Order.

11.2. By Customer. Customer will indemnify, hold harmless and (if required by Reprise in writing) defend (collectively defined as “indemnity”, “indemnification”, or some variation thereof) Reprise from and against all Loss arising out of a third party claim (including in relation to any claim made or investigation conducted by a data protection or privacy regulator) regarding or in connection with: (a) Customer Data (including claims that Customer Data infringes or misappropriates a third party’s Intellectual Property Rights or violates applicable law); or (b) Customer’s use of the Services in violation of this Agreement or Applicable Law (each a “Claim Against Reprise”).

11.3. Indemnity Procedures. A party seeking indemnification under this Agreement will promptly notify the other party of the claim and reasonably cooperate with the other party (to the extent applicable) in defending the claim. If permitted by applicable law, the indemnifying party will have full control and authority over the defense, except that: (a) any settlement requiring the indemnified party to admit liability, perform any act or to pay any money will require that indemnified party’s prior written consent (such consent not to be unreasonably withheld or delayed) and (b) the indemnified party may join in the defense with its own counsel at its own expense.

11.4. EXCLUSIVE REMEDY. THIS SECTION 11 STATES THE INDEMNIFYING PARTY’S SOLE LIABILITY TO, AND THE INDEMNIFIED PARTY’S EXCLUSIVE REMEDY AGAINST, THE OTHER PARTY FOR ANY THIRD-PARTY CLAIM DESCRIBED IN THIS SECTION.



## 12. LIMITATION OF LIABILITY.

**12.1. LIMITATION OF LIABILITY. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER SECTION 7 ABOVE.**

**12.2. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.**

## 13. MISCELLANEOUS.

13.1. Interpretation. Unless a clear contrary intention appears: (a) any term defined in the singular includes the plural when required by the applicable context; (b) the headings in this Agreement are for convenience of reference only, will not be deemed to be a part of this Agreement, and will not be referred to in connection with the interpretation of this Agreement; and (c) uses of "including" mean "including, without limitation." Any ambiguity in this Agreement will be interpreted without regard to which Party drafted this Agreement or any part thereof.

13.2. Non-Solicitation. During the Subscription Term and for one (1) year thereafter, Customer shall not, and shall not assist any other party to, directly or indirectly recruit or solicit, other than by general advertisement not directed specifically to any person or company, for employment or engagement as an independent contractor any person then or within the prior six (6) months employed or engaged by Reprise.

13.3. Changes to Reprise Property. Reprise may make changes or updates to the Reprise Property during the Subscription Term, including to reflect changes in technology, industry practices and patterns of system use; however, any such changes will not result in a material reduction in the level of performance or availability of the Reprise Property provided to Customer during the Subscription Term.



13.4. Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing: (a) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports; and (b) Customer shall not permit access to or use of the Services in violation of any U.S. export embargo, prohibition or restriction Customer acknowledges that when accessing or providing the Services from outside the United States, Customer does so on their own initiative and are responsible for compliance with local laws and regulations. Recognizing the global nature of the Internet, Customer agrees to comply with all local rules regarding online conduct and acceptable content. Specifically, Customer agrees to comply with all applicable laws regarding the transmission of data or information exported from the United States or the country in which reside.

13.5. Assignment; Subcontractors. Neither Party may assign this Agreement or any of its rights under this Agreement without the prior written consent of the other Party, except that Reprise may assign this Agreement without the consent of Customer as part of a corporate reorganization, to any Reprise Affiliate, or upon a change of control, consolidation, merger, sale of all or substantially all of its business or assets related to this Agreement, or a similar transaction or series of transactions. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Reprise in its sole discretion may from time-to-time engage third parties to perform any of its obligations under this Agreement, including hosting or other services. Reprise will be responsible for ensuring all such parties comply with this Agreement.

13.6. Force Majeure. Except with respect to payment obligations, neither Reprise nor Customer will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake, or other natural disaster (irrespective of such Party's condition of any preparedness therefore); pandemic, epidemic, war, embargo, riot, strike, labor action, any lawful order, decree, or other directive of any government authority that prohibits a Party from performing its obligations under this Agreement (each, a "Force Majeure"). The delayed Party must give the other Party notice of such Force Majeure and use commercially reasonable efforts to correct such failure or delay in performance.

13.7. Governing Law. If there is any dispute between the Parties arising out of this Agreement (each, a "Dispute"), then authorized representatives of each Party will negotiate in good faith to resolve the Dispute. If such representatives cannot resolve the Dispute after no less than thirty (30) days of good faith negotiations, then either Party may pursue all available remedies exclusively in courts of competent jurisdiction in Suffolk County, Massachusetts, and each Party waives all rights to challenge such venue on any theory. This Agreement will be governed by the laws of Massachusetts, excluding its conflicts of laws principles. The prevailing Party will be entitled to collect any fees, costs, or expenses that such Party incurred in pursuing a claim or lawsuit against the losing Party.



13.8. Publicity. Reprise may use Customer's name, trademark, or logo as a reference for marketing or promotional purposes on Reprise's website and in other communications with existing or potential Reprise customers, investors, or acquirers, subject to any written trademark policies Customer may provide Reprise in writing at the time of this Agreement. Reprise is authorized use the Replays or portions of the Replays created pursuant to this Agreement in its advertising and marketing materials, including on its website and in other communications with existing or Potential Reprise customers, investors, or acquirers. Neither Party will issue any press release or publish any publicly available statements or documentation describing the activities taking place under this Agreement without the other Party's prior written consent, not to be unreasonably withheld.

13.9. Entire Agreement; Order of Precedence. All Orders are incorporated by reference into this Agreement. In the event of a conflict between the terms of this Agreement and any Order, the terms in this Agreement will prevail unless the Order expressly states otherwise. This Agreement, including all Orders, is the sole agreement of the Parties concerning the subject matter hereof, and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations, and writings with respect to said subject matter. No terms of any purchase order, acknowledgement, or other form provided by Customer will modify this Agreement, regardless of any failure of Reprise to object to such terms. The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

13.10. Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

13.11. Waivers. The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

13.12. Amendments or Modifications. Reprise reserves the right to modify this Agreement from time to time. Reprise will provide notice of each such modification to Customer. Customer's continued use of the Services following such notice will constitute an acceptance of the modified Agreement.

13.13. Notices. Any notice required or permitted under this Agreement and may be sent (a) mailed by certified or registered mail, or insured courier, return receipt requested, and with the appropriate postage affixed; (b) delivered by hand, deposited with an overnight courier; or (c) sent via electronic mail to the following:

Notices to Customer: to the address or email contact information set forth in the applicable Order or within Customer's instance of the platform.

Notices to Reprise:



Reprise, Inc.  
ATTN: Legal  
177 Huntington Ave Ste 1703  
PMB 72297  
Boston, Massachusetts 02115  
Email: [contracts@getreprise.com](mailto:contracts@getreprise.com)

Customer and its Authorized Users must keep the contact details associated with their user accounts and billing contacts current and accurate and notify Reprise in writing of any changes to such details. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section. Notices are deemed given two (2) business days following the date of mailing, one (1) business day following delivery to a courier, and/or on the same day an electronic mail is sent to the recipient. Notwithstanding the foregoing in this Section 13.13, any notices threatening litigation or alleging breach of this Agreement must be sent under method (a) in this Section. 13.13.

13.14. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party will have authority to contract for or bind the other Party in any manner whatsoever.

13.15. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, then: (a) it will be severed from this Agreement; (b) the court of competent jurisdiction will replace the severed provision with another provision that most closely reflects the Parties' original intent to the fullest extent permitted by Applicable Law; and (c) this Agreement will remain in full force and effect.

13.16. Counterparts. This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together will constitute a single agreement.

13.17. Language. This Agreement was prepared and written in English. Any non-English translations of this Agreement which may be made available are provided for convenience only and are not valid or legally binding.