



## EXHIBIT A MAIN SERVICES AND SUBSCRIPTION AGREEMENT

THIS MAIN 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**"). THIS AGREEMENT INCLUDES AND INCORPORATES ANY ORDERS, THE DATA PROCESSING AGREEMENT, THE PRIVACY POLICY, STATEMENTS OF WORK AND ANY AND ALL EXHIBITS OR SCHEDULES ATTACHED HERETO. 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.

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. "**AI Services**" means the features and products offered by Reprise to Customer that incorporate machine learning, generative AI or other technology that is defined as an *AI System* by [NIST AI RMF](#).

1.3. "**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.

1.4. "**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).

1.5. "**Capture(s)**" means the collection of live or near real time experiences with Customer's products or services online, which is then compiled to create an integrated, interactive demo using the Reprise Developed IP that is displayed to Capture Viewers for the purpose of customizing the experience of Customer's products or services for such Capture Viewers.

1.6. "**Capture Viewer(s)**" means the individual who interacts with and/or visits the Capture(s).

1.7. "**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.

1.8. **"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 for the purposes of providing the Services.

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

1.10. **"Data Processing Agreement"** means the data processing agreement applicable to the parties and available on the Reprise website.

1.11. **"Inputs"** means Customer Data input into the AI Services.

1.12. **"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.

1.13. **"Order"** or **"Order Form"** means each ordering document for Customer's purchase of Services each of which are signed or electronically delivered by Customer. Each Order shall be subject to this Agreement and shall be deemed incorporated herein by reference.

1.14. **"Outputs"** means the response or output corresponding to an Input that is generated by the AI Services.

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

1.16. **"Personal Data"** refers to any information that is considered as "personal data" under the General Data Protection Regulation ("GDPR") and any information that is considered as "personal information" under the California Consumer Privacy Act ("CCPA"), as well as any other similar or applicable privacy laws, regulations, or requirements.

1.17. **"Privacy Policy"** means the Reprise Privacy Policy located at <https://www.reprise.com/privacy/>.



1.18. **“Professional Services”** means the implementation, training, consulting services, or other project-based services outside the scope of the Subscription, if any, ordered by Customer and reflected in an applicable Order or statement of work.

1.19. **“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.

1.20. **“Reprise Developed IP”** means any and/ or all technology or intellectual property related to the Reprise Documentation, Reprise Platform, or 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, APIs, AI Services and collections of data, inventions (whether or not patentable) or discoveries, process, know-how or techniques, trademarks or trade secrets.

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

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 platform that assists users with the creation and distribution of Captures. The Reprise Platform is currently made up of three products: Reprise Reveal™, Reprise Replay™, and Reprise Replicate™.

1.24. **“Restricted Content”** means any data, content, information or other material that directly or indirectly (including Personal Data) includes: (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) unless such information is for an Authorized User; (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.

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

1.26. **“Subscription”** means Customer’s subscription to the Reprise Platform during any Subscription Term.



1.27. **"Subscription Term"** means the subscription term for the Reprise Platform set forth in an Order.

1.28. **"Third-Party Services"** means technical, professional, web-based, mobile, offline or other software functionality that interoperates with the Services, that is provided by Customer or a third-party in privity of contract with Customer and not with Reprise.

## 2. SERVICES.

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

2.1.1.1. **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 13.2), non-sublicensable, irrevocable during the Subscription Term (subject to Customer's compliance with this Agreement) and worldwide license to allow its Authorized Users to access and use the Reprise Platform and Reprise Documentation solely as necessary to create Captures in accordance with the terms of this Agreement and share those Captures with Capture 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 set forth in the Order or the date of last signature of the applicable Order, whichever is earlier, 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.

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

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 (which may alternatively be entitled a "Statement of Work"), including any specifications, timetables, and acceptance criteria and procedures described therein.

2.2.3. **License to Use Third-Party Service Integrations.** Customer may integrate the Services with any Third-Party Service (such as a third party's application programming interface (API)) compatible with the Reprise Platform as described in any applicable Reprise Documentation. Customer acknowledges that such Third-Party Service might access or use Customer Data stored in or processed by the Reprise Platform and Customer authorizes the Third-Party Service provider to access such Customer Data as required for the inter-operation of that Third Party Service with the Reprise Platform and/ or the Services.



### 3. REPRISE RESPONSIBILITIES.

3.1. Provision of Services. Reprise will 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 Reprise 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 Reprise Documentation and the applicable Order.

3.2. Privacy and Security. The parties agree to be bound by the Data Processing Agreement, as applicable to the processing of personal data pursuant to this Agreement. Customer acknowledges that it has read the Privacy Policy and agrees to any terms that may be applicable to it. Customer will disclose its use of Reprise Services to its own privacy policy if it uses the features and products of the Services that enable Reprise to collect personal data on Customer's behalf.

3.3. AI Services. By enabling AI Services, Customer's Inputs will be processed by Reprise, its Subprocessors and/ or Customer's Third-Party Services and Customer will receive Outputs. When Customer uses the AI Services, Inputs and Outputs are owned by Customer and Reprise hereby assigns to Customer any rights to the Inputs or Outputs granted to Reprise by a Subprocessor. Reprise's agreements with Subprocessors of large language models and generative AI services do not give them permission to train, re-train or fine-tune their publicly available models on Customer Data. Reprise has also entered into data processing agreements with Subprocessors where available and applicable. Customer's Inputs are Confidential Information.

### 4. CUSTOMER RESPONSIBILITIES.

4.1. Customer Responsibilities. Customer will (a) be responsible for Authorized Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Customer Data, Customer's use of Customer Data with the Services and Captures, and the interoperation of any Third-Party Services with which Customer uses the Services, (c) use the Services only in accordance with this Agreement and Applicable Laws and government regulations, (d) comply with terms of service of any Third-Party Services used by Customer; and (e) be solely responsible for identifying and authenticating all Authorized Users, including identifying, approving, authentication, access controls, security of accounts and all activities taken by its Authorized Users. 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. Customer is solely responsible for its Inputs and Outputs, including compliance with applicable laws and the terms of this Agreement. Customer will ensure that its Inputs and Outputs will not (i) violate any applicable law; (ii) violate the terms of this Agreement; or (iii) infringe, violate, or misappropriate any of Reprise's rights or the rights of any third party. Customer acknowledges that due to the nature of the technology powering the AI Services, Customer's Outputs may not be unique and the AI Services may generate the same or similar output to Reprise or its other customers.

4.2. 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, and will provide such assistance with and access to such Customer Systems so as to permit Reprise to perform Services hereunder; and (b) is solely responsible for any security vulnerabilities and the consequences of such vulnerabilities arising from Customer Data or Customer Systems, including any viruses, Trojan horses, worms or other programming routines in Customer Data or Customer Systems that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.

4.3. 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.

## **5. THIRD-PARTY PRODUCTS AND SERVICES.**

5.1. Disclaimer of Warranty for Third-Party Services. Customer acknowledges that Reprise may not be in privity of contract with Third-Party Service providers and is not responsible for any data loss or other losses Customer may experience as a result of using any Third-Party Services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Third-Party Service is solely between Customer and the applicable Third-Party Service provider. Reprise does not warrant or support Third-Party 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 Third-Party Service provider.

5.2. Integration with Third-Party Services. The Services may contain features designed to interoperate with Third-Party Services. 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 Third-Party Service provider ceases to make the Third-Party Service 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.

6.2. Reservation of Rights. All rights that a Party does not expressly grant to the other in this Agreement are hereby reserved.

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 13.2), royalty-free and worldwide license to access, use, store, reproduce, modify, and otherwise exploit the Customer Data solely as necessary to provide Services. By enabling AI Services, Customer hereby grants Reprise a license to use, transform or process Customer Data and/or Inputs for the AI Services. Customer also grants Reprise a limited license to train, re-train or fine-tune Reprise artificial intelligence or machine learning systems using Customer Data and/ or Inputs.

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.

6.5. Capture Viewer Personal Information Use Restrictions. Without limiting Section 6.4 above, Customer agrees to the following additional restrictions with respect to any Capture Viewer Personal Information provided by Reprise in connection with the Services: (a) Customer may use the Capture 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 Capture Viewer Personal Information solely for its internal business purposes and may not sell the Capture Viewer Personal Information to third parties; and (c) Customer may not use the Capture 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.

## **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, (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. If Customer exceeds the number of licenses provided in an Order, Reprise will issue a written notice to Customer detailing the number and type of licenses oversubscribed. Upon receipt of this notice, Customer shall have thirty (30) calendar days to reconcile their licenses to match the quantity agreed upon in the Order. Should Customer fail to comply within this period, Reprise reserves the right to adjust the Fees accordingly to reflect the actual number and type of licenses utilized by Customer. This adjusted Fee shall become effective immediately upon the expiration of the notice period and will be reflected in the subsequent billing cycle.

7.2. 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.

7.3. 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.

7.4. 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.

7.5. 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.

7.6. Fee Increases. Reprise reserves the right to increase Fees for its Services (or to charged for Services previously offered at no charge), provided that Reprise will not increase Fees during the initial Service Term stated in an Order (unless otherwise provided therein).

7.7. 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).

## 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 in the event of a material breach if such breach remains uncured after thirty (30) days following 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. Suspension by Reprise; Termination by Reprise. Any use of the Services in breach or violation of Section 4.1 or 6.4 by Customer or its Authorized Users 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. Reprise may terminate the Services if such suspension cannot be remedied.

8.4. Effect of Termination. Upon the effective date of expiration or termination of this Agreement for any reason: (a) any licenses granted to Customer hereunder 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 a written request by Customer is made within fourteen (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.



8.5. 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. Receiving Party may retain copies of Confidential Information that is stored on the Receiving Party's IT backup and disaster recovery systems until the ordinary course deletion thereof.

## **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 and the Reprise Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) the Services will perform materially in accordance with the applicable Reprise Documentation, and (c) 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 thirty (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 for which there is no charge; or (IV) a Claim against Customer arises from any content or data provided by Customer, Authorized Users, Capture Viewers, or any other third parties; a Non-Reprise Application; or Customer’s breach of this Agreement, the Reprise 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.** 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 OR PAYABLE BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) 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.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR WILLFUL MISCONDUCT; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.

**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. 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.

**13.2. 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.

**13.3. 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.

13.4. 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.

13.5. 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 to use the Captures or portions of the Captures 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 statements or documentation with respect to this Agreement without the other Party’s prior written consent, not to be unreasonably withheld.

13.6. 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, except as set forth in an applicable Data Processing Agreement executed by the Parties. 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.

13.7. 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.

13.8. 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.

13.9. Amendments or Modifications. This Agreement may not be modified except in writing duly executed by the Parties.

13.10. 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: as set forth on the signature page

Notices to Reprise:

Reprise, Inc.

ATTN: Legal

68 Harrison Ave #605, PMB 72297

Boston, MA 02111

Email: [contracts@Reprise.com](mailto:contracts@Reprise.com)

13.11. 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.

13.12. 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.

13.13. 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.

ACCEPTED AND AGREED TO BETWEEN THE PARTIES.

**\*\*\*\*Signature Page Follows\*\*\*\***





**IN WITNESS WHEREOF, the parties agree to be bound by the terms of this MAIN SERVICES AND SUBSCRIPTION AGREEMENT as evidenced by their signatures below.**

**Customer:**

**Reprise, Inc.**

**Signature** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Address:**

**68 Harrison Avenue  
#605, PMB 72297  
Boston, MA 02115**