Management Service Appendix – last updated: 2 August 2021

This Management Service Appendix ("Appendix") supplements the Master Subscription Agreement in place between the parties ("Master Agreement"). Capitalised terms used but not defined in this Appendix have the meanings given in the Master Agreement. In the event of any conflict between this Appendix and the Master Agreement, this Appendix prevails.

1. Definitions

"**Help Center**" means the documentation at https://help.falcon.io/hc/en-us.

"**Lite-User**" means a User whose access to the Services is limited to the modules set out on an Order.

"**Services**" means the social media management and customer engagement services that Supplier provides to Customer.

"**Third-Party Services**" means services that are not provided by Supplier but that Customer may access or use in connection with the Services including social networks.

2. Service terms

2.1. Responsibility. Customer will comply with the Twitter Terms of Service, usually at https://twitter.com/tos, the Youtube Terms of Service, usually at https://www.youtube.com/t/terms; the Facebook Terms of Service, usually at https://www.facebook.com/terms.php, and the WhatsApp Business Solution Terms, usually at https://www.whatsapp.com/legal/business-solution-terms.

2.2. User protection. Customer will not: (a) knowingly display, distribute, or otherwise make Supplier Data available to any person or entity that it reasonably believes may use Supplier Data in a manner that would have the potential to be inconsistent with that individual's reasonable expectations of privacy; (b) conduct research or analysis that isolates a small group of individuals or any single individual for unlawful or discriminatory purposes; (c) use Supplier Data to target, segment, or profile any individual based on health, negative financial status or condition, political affiliation or beliefs, racial or ethnic origin, religious or philosophical affiliation or beliefs, sex life or sexual orientation, trade union membership, data relating to any alleged or actual commission of a crime, or any other sensitive categories of personal information prohibited by Applicable Law; (d) without Supplier's prior written consent, but subject to Applicable Law, display, distribute, or otherwise make Supplier Data available to any member of the US intelligence community or any other government or public-sector entity; or (e) use the Services to upload, store or transmit: (i) indecent or unlawful material; (ii) unsolicited communications; or (iii) material in violation of third-party privacy, publicity or intellectual property rights or any terms or conditions, policies or guidelines of any Third-Party Services.

2.3. Third-Party Services. Customer's use of Third-Party Services and access to data from Third-Party Services is governed by the applicable terms and policies of the third party provider. Supplier is only responsible for its own Services and not any Third-Party Services. If a Third-Party Service provider ceases to make a Third-Party Service available for use with certain features and functionality of the Services, Supplier will stop providing access to such features or functionality without liability to Customer. Fair usage limits apply to the number of accounts with Third-Party Services that Customer manages via the Services.

2.4. Supplier Data. If Customer processes Supplier Data containing personal data, Customer is responsible for providing appropriate privacy notices to data subjects, including naming Supplier as a source of personal data. A licensor or Applicable Law may require Supplier to remove personal data within any Supplier Data. In such cases, Supplier will notify Customer of the impacted Supplier Data that requires removal and Customer will promptly remove such data from its systems, whether during or after the Term.

2.5. Users. The Services may be used by the number of Users set out on an Order and may not be used by more than that number concurrently. Each User account is for 1 individual only and must not be shared between individuals. A generic User account (e.g. social@customer.com) is not a valid

User account even if only used by 1 individual. Unless stated otherwise on an Order, Users must be employees, consultants, contractors or agents of the specific Customer entity identified on the Order.

2.6. Lite-Users. Lite-Users can only access the modules set out in the applicable line-item on an Order. Any Lite-Users using other modules are deemed full Users and Supplier may bill Customer for the difference in price between a Lite-User and full User.

2.7. Security. Customer will use commercially reasonable efforts to prevent unauthorised access to the Services or Supplier Data and will use security measures consistent with best industry standards to safeguard any Supplier Data downloaded to Customer's systems. Customer is responsible for determining whether to use any multi-factor authentication method beyond Supplier's default security settings. If Customer elects to use its own identity provider system ("IdP") to authenticate its Users, Customer will periodically review and ensure proper security of such IdP at Customer's expense. If Customer grants Supplier access to Customer Data via any web portal or other non-public websites or extranet services on Customer's or a third party's website or system, Customer is responsible for information security governance in connection with such access, including the management of user accounts and access rights.

2.8. Availability. The Services will: (a) perform in material accordance with the applicable documentation set out in the Help Center; and (b) be available to Customer on an average of at least 99.5% of a calendar year, not including any downtime due to planned or critical updates to the Platform. This Section 2.8 does not apply to the Benchmark Module (see Section 4 below).

2.9. Support. Customer support for the Services will be provided as set out in the Help Center except as otherwise described in this Appendix.

3. Intellectual property

3.1. Supplier Data licence. Supplier grants to Customer a worldwide, non-exclusive, non-transferable, royalty-free, licence to use, download, copy, or otherwise remove Supplier Data from Supplier's systems, in accordance with this Agreement.

3.2. Customer Data licence. Customer grants to Supplier a non-exclusive, royalty-free licence to process Customer Data for the purposes of providing the Services.

4. Benchmark Module terms

This Section 4 only applies if Customer's Order includes access to benchmarking functionality ("Benchmark Module").

4.1. Support. Customer will receive email support for the Benchmark Module by emailing help@unmetric.com and will receive a response within 24 hours. Supplier will use commercially reasonable efforts to: (a) fix bugs within a reasonable time; and (b) make the Benchmark Module available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Customer will receive notice by email at least 6 hours in advance); or (ii) any unavailability caused by circumstances beyond Supplier's reasonable control.

5. Professional Services terms

This Section 5 only applies if Customer's Order includes any custom professional services that Supplier provides to Customer ("Professional Services"). "Deliverable" means customised work from Supplier's research team created for Customer.

5.1. Deliverables. Supplier owns any Deliverable, excluding any Customer Data in a Deliverable. Supplier grants to Customer a worldwide, non-exclusive, non-transferable, royalty-free licence to use the Deliverable and the Supplier Data in the Deliverable in accordance with this Agreement.

5.2. Hours. Supplier will provide Customer with Professional Services for the number of hours set out on an Order ("Hours"). Any time allocated by Supplier to provide Professional Services to Customer (including preparatory work) will be deducted from Customer's allotted Hours. Use of Hours will be

coordinated with Customer upon Customer's request. Supplier may charge Customer additional fees for training if Customer repeatedly fails to attend its training session(s) or cancels with less than 24 hours notice. Unused Hours are not usable or reimbursable upon expiration or termination of an Order.

5.3. Delays. Customer will promptly provide Supplier with any data as requested by Supplier to deliver the Deliverables. Customer is not entitled to a reimbursement of fees in the event of delays or incomplete Deliverables caused by Customer's non-fulfilment of its obligations under this Appendix.

6. Agency terms

This Section 6 only applies if Customer is subscribed to the Services or Benchmark Module or Professional Services as an agency to render its own agency services to its clients ("Agency Clients").

6.1. Responsibility. Customer: (a) will not offer the Services, Benchmark Module, Supplier Data or Professional Services as a part of its own agency service offering to any existing Supplier customers; (b) will bind Agency Clients to an agreement that is consistent with the terms of this Agreement (including any restrictions regarding Supplier Data); (c) is responsible for the activities of any Agency Client as if the activities were directly those of Customer; and (d) will, upon Supplier's written request, provide copies of its agreement with an Agency Client with respect to access to the Services, Benchmark Module and/or Supplier Data. To the extent permitted under Applicable Law, neither Agency Clients nor their Users will be third-party beneficiaries to this Appendix.

6.2. Agency Clients. "Agency Clients Managed" means the maximum number of Agency Clients that Customer can service using the Services as set out on an Order. Unless Customer has purchased a separate environment for its Agency Clients ("Agency Client Environment"), Agency Clients do not have separate access or use rights to the Services. Customer will not co-mingle the data of all Agency Clients Managed in a single account. Assignment of an Agency Client Environment to an Agency Client is irrevocable for the term of an Order, but may be reassigned if the applicable Agency Client ceases to use the services of Customer.

6.3. Usage metrics. Unless stated otherwise on an Order, usage metrics are maximums available to Customer and all Agency Clients Managed collectively, which Customer may distribute freely across all accounts, subject to any minimums the Services may require (e.g. if Customer has more than one Agency Client Managed, usage metrics must be distributed to all Agency Clients Managed, but not necessarily in equal quantities). Notwithstanding the previous sentence, the number of ad accounts set out on an Order is the amount available for each Agency Client Environment and not a maximum to be allocated across all Agency Client Environments.

7. API terms

This Section 7 only applies if Customer's Order includes Supplier API access ("API").

7.1. "**API Documentation**" means Supplier's documentation set out in the Help Center.

7.2. Licence. Supplier grants to Customer a non-exclusive, revocable, non-transferable, non-sublicensable licence to access and use the API in accordance with this Appendix for the purposes of exchanging data between the Services and Customer's system ("API Licence"). Unless otherwise agreed, Customer is granted one API key for use within a single legal entity ("Organisation") and such API key may only be shared within such Organisation. Notwithstanding the previous sentence, Customer is entitled to share the API key with one of Customer's authorised third parties provided that the API key is used for Customer's internal use. Any API integration developed by Customer, or by a third party on Customer's behalf, will comply with the terms of this Agreement.

7.3. Miscellaneous. For the purposes of this Appendix, the API is part of the Services and all rights, restrictions and obligations (including disclaimers and exclusions of liability) with respect to the Services apply to the API. Notwithstanding the previous sentence, Supplier may terminate the API Licence for convenience at any time and, provided that Customer is not in breach, Supplier will provide a pro-rata refund of any prepaid fees for the API Licence. In the event of any conflict among the documents identified in these API terms, the order of precedence will be: (a) the API Documentation; (b) these API terms; (c) Section 2 of this Appendix; and (d) the Master Agreement.