

SOCIAL SENTINEL, INC.

**GENERAL TERMS OF USE
FOR ALL PRODUCTS**

These General Terms of Use (these “General Terms”) are incorporated by reference into the Social Sentinel Order Form (the “Order Form”) executed between the Client identified on the applicable Order Form and Social Sentinel, Inc. (“Social Sentinel”) (together, the “Parties”). Products (as defined below) may be offered by Social Sentinel and subscribed to by Client from time to time in accordance with the Agreement (as defined below), including any addenda, schedules, and exhibits hereto entered into between Social Sentinel and Client (any such addendum, schedule or exhibit, individually an “Addendum,” and collectively, “Addenda”). These General Terms, the Order Form, and any approved Addenda or schedules will be the entire agreement by and between Parties (the “Agreement”).

1. Definitions. In addition to the capitalized terms defined elsewhere in the Agreement, the following capitalized terms shall have the meanings stated here.

“Annual Period” means the one (1) year period of time during which Client receives the Products under the Agreement. Notwithstanding the foregoing, if explicitly stated in the Order Form, Annual Period 1 may be more or less than one year depending on the Effective Date of the Agreement.

“Client Feedback” means any comments, feedback or ideas (and related materials) Client or Users submit (whether verbal, written, or otherwise) to Social Sentinel about any of Social Sentinel’s current or future business or any of the Products, including but not limited to possible improvements to any Product, modifications to any Product, or new products or services.

“Confidential Information” means all confidential information in oral, written, graphic, electronic, or other form including, but not limited to, past, present and future keywords/phrases, refined keywords/phrases, algorithms, filters, library, topic areas, business, financial and commercial information, prices and pricing methods, trade secrets, ideas, inventions, discoveries, methods, processes, know-how, computer programs, source code, and any other data or information disclosed, whether orally, visually, or in writing. Confidential Information will not include data or information that: (a) is publicly available social media data or information; (b) is other information that was in the public domain at the time it was disclosed or falls within the public domain, except through the fault of the receiving party; (c) was known to the receiving party at the time of disclosure without an obligation of confidentiality, as evidenced by the receiving party’s written records; (d) becomes known to the receiving party from a source other than the disclosing party without an obligation of confidentiality; or (e) is developed by the receiving party independently of the disclosing party’s confidential information as demonstrated by written records.

“Documentation” means user guides, documentation, and other help materials specifically describing the Products or use of the Products (regardless of the format in which such items are provided) as may be made available by Social Sentinel to Client and updated from time to time by Social Sentinel at Social Sentinel’s sole discretion.

“Fees” means the fees for Social Sentinel’s provision of the Products to Client, as more fully outlined in the Order Form and any Addendum.

“Force Majeure Events” means circumstances beyond a party’s reasonable control, including, for example, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such party’s employees), failure of the internet or other hosted service disruptions involving hardware, software or power systems not within such party’s reasonable control, and denial of hosted service attacks.

“Malicious Code” means any software code or program that may prevent, impair, or otherwise adversely affect the operation of any computer software, hardware or network, or adversely affect access to, or the confidentiality of, any system or data, or adversely affect the user experience, including worms, Trojan horses, viruses, and other similar things or devices.

“Product(s)” means each of Social Sentinel’s SaaS products (and related Documentation), as updated from time to time, provided by Social Sentinel to Client, including Social Sentinel’s overall platform, dashboard, any related modules, including, but not limited to, any alerts, discussions, Reports, or other information or materials provided by Social Sentinel (“Materials”), and each product as more specifically outlined in the Order Form, these General Terms, and any applicable Addendum.

“R&D” means research and development, specifically for analysis to help Social Sentinel develop, test, refine, and/or expand its Products, including, but not limited to, to help ensure that the Products are capable of properly categorizing data received based on harm indicators.

“Reports” means any reports, analytics, or trending or benchmarking data or information provided by Social Sentinel to Client through the Products or otherwise.

“User” means an individual or entity who: (a) is Client’s employee or contractor, (b) is authorized in writing by Client to use any particular Product, and (c) to whom Client (or Social Sentinel at Client’s request) has supplied a user identification and password.

2. Right to Use the Products. Social Sentinel hereby provides Client the right to access and use the Products during the Term (as defined in Section 4.1, below), subject to and conditioned upon Client’s strict compliance with all terms and conditions set forth in the Agreement. Any use of the Products not expressly authorized in the Agreement is strictly prohibited.

3. Fees and Payment.

3.1. Fees. For each Annual Period, Client shall pay the Fees to Social Sentinel in the amounts set forth in the Order Form. Except as otherwise provided in the Agreement, (a) Fees are based on the Products subscription, and not actual usage, and (b) except as otherwise stated in Section 4.4, payment obligations are non-cancelable and any Fees paid are non-refundable. Should Annual Period 1 be less than one year (or more than one year), the Fee for Annual Period 1 shall be pro-rated (or the extra time greater than one year shall be pro-rated) accordingly.

3.2. Invoicing and Payment. Unless otherwise explicitly outlined in the particular Product Addendum, Fees for Annual Period 1 will be invoiced upon Social Sentinel’s receipt of the properly executed Agreement from Client. Fees for subsequent Annual Periods will be invoiced at the beginning of each Annual Period. All payments are due from Client within thirty (30) days from date of invoice. Client is responsible for providing complete and accurate billing and contact information to Social Sentinel and notifying Social Sentinel of any changes to such information.

3.3. Overdue Fees. If Client fails to make payments when due, then in addition to Social Sentinel’s other rights and remedies, Social Sentinel will have the right, at its sole discretion, to suspend the Products pending Client’s full payment of any outstanding fees, immediately terminate the Agreement, and/or recover Social Sentinel’s reasonable costs and expenses, including reasonable attorneys’ fees, expended in collection of such amounts due. Unpaid amounts will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum amount chargeable by law, commencing thirty (30) days from when the payment was due and continuing until fully paid.

3.4. Taxes. Unless otherwise stated, Social Sentinel’s fees and pricing do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or

withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, “Taxes”). Client is responsible for paying all applicable Taxes associated with Client’s use of the Products and licenses under the Agreement.

4. Term and Termination.

4.1. As noted in the Order Form, the “Term” will commence on the Effective Date and (unless the Agreement is otherwise terminated as outlined in the Agreement) will continue for the duration of the Annual Periods set forth in the Order Form. Either party may terminate the Agreement (or any particular Addendum) at the end of any Annual Period for convenience upon at least thirty (30) days written notice to the other party prior to the end of such Annual Period. Notwithstanding the foregoing, should Annual Period 1 be shorter than twelve (12) months, Client may terminate the Agreement (or any particular Addendum) only at the end of Annual Period 2, or any subsequent Annual Period, as outlined. Termination of the Agreement will automatically terminate all Addenda in effect as of the date of termination.

4.2. In addition, either party may terminate the Agreement for cause: (a) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; (b) immediately upon written notice to the other party of a material breach that is incapable of cure; or (c) immediately 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.

4.3. Social Sentinel may modify the Agreement (including any Addendum) from time to time. Such modifications generally will be effective at the beginning of the next Annual Period, except for limited circumstances where Social Sentinel determines a modification should go into effect at an earlier date, such as pursuant to third party or external requirements. If Social Sentinel makes modifications to the Agreement, Social Sentinel will provide Client notice either by email, through the Products, or by other commercially reasonable means, to provide Client the opportunity to review the changes before they become effective. If Client objects to any such changes, unless otherwise agreed to by the parties, the Agreement will terminate effective thirty (30) days from Client’s written notice to of such objection. By continuing to access or use the Products after the changes become effective, Client agrees to be bound by the revised Agreement.

4.4. Upon termination, Client’s rights and access to the Products (or particular Product, as applicable) will terminate, and Client will discontinue all use of such Products. As outlined in Section 3.1, the Fees for any paid Annual Period are non-refundable. Notwithstanding the foregoing, should Client terminate the Agreement under Section 4.2 (for cause), or should Social Sentinel terminate the Agreement for convenience under Section 4.1, Social Sentinel will refund a pro-rated portion of the Fees prepaid for any Annual Period.

4.5. Upon expiration or termination of the Agreement (or any Addendum, if applicable) for any reason, those provisions of the Agreement that by their nature are intended to survive will survive in accordance with their terms, including, but not limited to, this Section 4.5, and Sections 5, 7, 8, 9, 10, 11, 12, 13, and 14.

5. Client’s Use of the Products and Restrictions.

5.1. Client may use and access any particular Product only for the purposes specifically outlined in the Agreement and the applicable Addendum. No other rights, express or implied, are granted by the Agreement or otherwise. Client will use reasonable efforts to prevent unauthorized access to, or use of, the Products, and Client will notify Social Sentinel promptly of any suspected unauthorized access or use. Client will (and will ensure all Users) use the Products only in accordance with applicable laws and government regulations. Client is solely responsible for maintaining the confidentiality of passwords associated with any account used by Client or Users to access the Products. Client is solely responsible and liable for Client’s and any User’s use of the Products and for compliance with the Agreement. Specifically, and without limiting the generality of the foregoing, Client is responsible and liable for all actions and failures to take required actions with respect to the Products by its Users or by any other person or entity to whom Client or a User may provide access to or use of

the Products, whether such access or use is permitted by or in violation of the Agreement.

5.2. Client will not (and will ensure that no Users): (a) make any Product available to, or use any Product for the benefit of, anyone other than Client; (b) sell, resell, license, sublicense, distribute, rent, or lease any Product; (c) use any Product to monitor or surveil any individual or small groups of individuals; (d) use any Product in violation of any third-party privacy rights; (e) use any Product for employment or credit check purposes; (f) use any Product to store or transmit Malicious Code; (g) interfere with or disrupt the integrity or performance of any Product or third-party data contained in any Product; (h) attempt to gain unauthorized access to any Product or its related systems or networks; (i) reverse engineer, reverse compile, copy, translate, modify, or create derivative works of any Product or any part, feature, function or user interface thereof, including but not limited to Materials; (j) use any Product for any purpose other than for the explicit purpose outlined in the applicable Addendum; or (k) use any Product in any manner that is illegal or fraudulent, or otherwise in violation of the terms of the Agreement.

5.3. Client agrees to keep records sufficient to demonstrate Client's compliance with the Agreement, including the names of Users using the Products.

6. Support and Availability.

6.1. Social Sentinel shall provide its standard support for the Products (which may include email, direct messaging, and/or telephone support) to Client during normal business hours, Eastern Time, at no additional charge. Social Sentinel shall provide such support only to Client and Users. Any support requested above Social Sentinel's standard email and telephone support will be provided at Social Sentinel's current hourly rates, in Social Sentinel's sole discretion.

6.2. Social Sentinel shall use commercially reasonable efforts to make the Products available twenty-four (24) hours a day, seven (7) days a week, except for: (a) scheduled downtime (of which Social Sentinel will give reasonable electronic notice); (b) maintenance periods that may be reasonably necessitated outside any normal maintenance window; or (c) any unavailability caused by (i) any Force Majeure Events, (ii) acts or omissions by Social Sentinel when done at the request of Client or any agent or representative of Client, (iii) Client's failure to provide information or approval that is necessary to provide the Products, or (iv) Social Sentinel's suspension of the Products as outlined in the Agreement. Notwithstanding the foregoing, Social Sentinel cannot and does not guarantee one hundred percent availability of the Products.

6.3. Social Sentinel shall make commercially reasonable efforts to provide the following client support: (a) working with Client to set up and configure the Products; (b) training Users to use and maintain the Products; (c) providing ongoing support, including responding to inquiries within a commercially reasonable period of time; and (d) providing periodic performance updates. Social Sentinel may modify or limit client support at its sole discretion.

7. Confidentiality.

7.1. Each party will hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than as explicitly outlined in the Agreement. The receiving party agrees to notify the disclosing party promptly of any unauthorized disclosure of the disclosing party's Confidential Information and to assist the receiving party in remedying any such unauthorized disclosure. Nothing in the Agreement will be construed to restrict the Parties from disclosing Confidential Information as required by law or court order or other governmental order or request, provided in each case the party requested to make such disclosure will (to the extent allowed by such law or order) timely inform the other party and use all reasonable efforts to limit the disclosure and maintain the confidentiality of such Confidential Information to the extent possible. In addition, the party required to make such disclosure will permit the other party to attempt to limit such disclosure by appropriate legal means.

7.2. To the extent applicable to it, each party shall at all times during the Term comply in all material respects with all laws, legislation, rules, regulations, governmental requirements, and industry standards applicable to such party with respect to the performance by each party of its obligations hereunder. Without limiting the foregoing, each party will use the same care it uses to protect its own confidential information, but in no event less than reasonable care, to keep all nonpublic personally identifiable information received or obtained from the other party confidential and shall use such nonpublic personally identifiable information only for the reasonable purposes for which the party delivered such information. Moreover, each party will implement and shall use reasonable administrative, electronic, technical and physical safeguards and procedures designed to protect the security, confidentiality and integrity of, to prevent unauthorized access to or use of, and to ensure the proper disposal of, nonpublic personally identifiable information.

8. Personal Information. To the extent any Products requires Social Sentinel to process Personal Information (as defined in the Data Privacy Addendum), the Data Privacy Addendum shall apply and is hereby incorporated by reference.

9. Proprietary Rights and Licenses.

9.1. Subject to Client's right to use the Products as outlined in Section 2, Social Sentinel retains exclusive right, title, and interest (including all intellectual property rights and other rights) in and to the Products including any portion thereof (including all ideas, concepts, designs, software, software code, inventions, and works of authorship, and all intellectual property associated therewith), all data Social Sentinel determines, in its sole discretion, to maintain relating to the use of the Products (including statistics available to Social Sentinel relating to the Products), any works developed by Social Sentinel related to the Products in any manner, and any integration code and any interfaces or other software or technology developed by Social Sentinel. Client shall have no ownership in or license to the Products, or any portion thereof, or in the intellectual property associated therewith. Except as otherwise set forth in the Agreement, Client shall retain copyright and any other rights Client already holds in any content or information created and provided by Client.

9.2. Regarding Reports that Social Sentinel provides to Client as part of the Products, Social Sentinel grants to Client a nonexclusive, nonassignable, nontransferrable license to use for the Term such Reports solely in accordance with the terms and conditions of the Agreement.

9.3. Client acknowledges and understands that if it submits any Client Feedback, Social Sentinel makes no assurances or warranties that such Client Feedback will be treated as confidential or proprietary. By submitting Client Feedback to Social Sentinel, Client is waiving any and all rights that it may have in and to the Client Feedback and is representing and warranting to Social Sentinel that the Client Feedback is wholly original with Client, that no one else has any rights in the Client Feedback, and that Social Sentinel is free to implement the Client Feedback if it so desires, as provided or as modified by Social Sentinel, without obtaining permission or license from any third party. Notwithstanding the foregoing, if Client Feedback contains nonpublic personally identifiable information about a student, the nonpublic personally identifiable information will be treated as Confidential Information.

10. Representations and Warranties.

10.1. Each party hereby represents and warrants to the other as follows: (a) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; (b) that the execution and performance of the Agreement will not conflict with or violate any provision of any law having applicability to such party; and (c) that the Agreement, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms.

10.2. In addition to the representations, warranties, and covenants contained elsewhere in the Agreement, Client represents, warrants, and covenants as follows: (i) Client has all the rights and consents necessary to

provide any access to any system, data, or information provided for in the Agreement; (ii) Client has provided and will continue to provide reasonably adequate security to maintain the confidentiality of its passwords and account information used to access and operate the Products; and (iii) Client and Users will not use the Products for any purpose that is improper or that violates the Agreement or any applicable federal, state, or local law, rule, or regulation.

10.3. Social Sentinel warrants that: (a) the Products will perform materially in accordance with the applicable Documentation; and (b) Social Sentinel will not materially decrease the functionality of the Products during the Term. For any breach of a warranty in this Section 10.3, Social Sentinel will use commercially reasonable efforts to cause the Products to function in accordance with the Documentation or otherwise remedy the decrease in functionality, as applicable. If Social Sentinel notifies Client that it is unable to remedy the issue, Client's exclusive remedy (and Social Sentinel's sole responsibility) will be termination and refund of pro-rata fees, as provided in Sections 4.2 and 4.4.

10.4. Social Sentinel warrants that to the best of its knowledge it owns, or is licensed to use, all intellectual property necessary for the conduct of its business pursuant to the terms and conditions of the Agreement.

11. Disclaimers.

11.1. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10, ABOVE, EACH OF THE PRODUCTS IS PROVIDED "AS IS" AND "AS AVAILABLE." ACCORDINGLY, BUT WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, SOCIAL SENTINEL DOES NOT REPRESENT OR WARRANT THAT ANY PRODUCT WILL MEET THE REQUIREMENTS OF ANY PERSON OR WILL OPERATE ERROR-FREE, CONTINUOUSLY, OR COMPLETELY SECURE, AND SOCIAL SENTINEL MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SOCIAL SENTINEL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, ACCURACY, SATISFACTORY QUALITY, OR ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, SOCIAL SENTINEL AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS, AND LICENSORS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, COMPLETENESS, ACCURACY, AND PERFORMANCE OF ANY PRODUCT.

11.2. SOCIAL SENTINEL AND ITS SERVICE PROVIDERS ARE NOT RESPONSIBLE FOR, AND SHALL HAVE NO LIABILITY TO CLIENT OR ANYONE ELSE WITH RESPECT TO, ANY ACT OR OMISSION RELATED TO ANY INFORMATION SOCIAL SENTINEL PROVIDES TO CLIENT AS PART OF THE PRODUCT.

12. Indemnification.

12.1. To the fullest extent permitted by law, Client shall defend and indemnify Social Sentinel and its officers, directors, employees, and stockholders from and against any third party claims, suits, judgments, proceedings, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and other reasonable costs and expenses related thereto) to the extent they arise out of or relate to Client's use of or reliance upon the Products, or breach of or failure to comply with any term, condition, representation, or covenant under the Agreement.

12.2. To the fullest extent permitted by law, Social Sentinel shall defend and indemnify Client and its officers, directors, employees, and stockholders from and against any third party claims, suits, judgments,

proceedings, losses, liabilities, costs and expenses (including reasonable attorneys' fees and other reasonable costs and expenses related thereto) to the extent they arise out of or relate to: (a) the gross negligence or willful misconduct of Social Sentinel; or (b) any third party claims brought against Client for infringement of U.S. intellectual property rights arising from Client's use of the Products provided to Client by Social Sentinel within the scope of rights granted in the Agreement.

12.3. Notwithstanding Sections 12.1 and 12.2, above, the indemnifying party shall be required to indemnify the indemnified party only if: (i) the indemnified party notifies the indemnifying party, promptly in writing, not later than fifteen (15) days after the indemnified party receives written notice of the claim, (ii) the indemnified party gives the indemnifying party sole control of the defense and any settlement negotiations; (iii) the indemnified party gives the indemnifying party the reasonable information, authority, and assistance the indemnifying party needs to defend against or settle the claim, and (iv) the indemnifying party shall not be responsible for any costs and expenses, including attorneys' fees, incurred by the indemnified party to monitor the defense or settlement of the claim by the indemnifying party. Notwithstanding the foregoing, in connection with the defense or settlement of any such claim, the indemnifying party may not make any admissions on the indemnified party's behalf, may not agree to any injunctive relief or restrictive covenants affecting the indemnified party, and may not settle or compromise any claim in a manner that does not unconditionally release the indemnified party from liability thereunder, without the indemnified party's prior written consent.

12.4. The infringement indemnification in subsection (b) of Section 12.2 will not be provided by Social Sentinel: (i) if the applicable Product was used in breach of the Agreement, (ii) if the Product is altered by a party other than Social Sentinel if the infringement claim could have been avoided by using an unaltered version of the Product, (iii) if Client uses a version of the Product that has been superseded with a new version and the infringement claim could have been avoided by using an unaltered current version of the Product, (iv) to the extent that an infringement claim is based on a product or service not provided by Social Sentinel; or (v) to the extent that an infringement claim is based on the combination by Client of any Product with any products or services not provided by Social Sentinel. This indemnification obligation of Social Sentinel is expressly limited to the rights to use the Products by Client under the Agreement.

13. Limitation of Liability. NEITHER PARTY, NOR ANY OF ITS AFFILIATES, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, STOCKHOLDERS, AGENTS, AND EMPLOYEES, SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES (INCLUDING DAMAGES DERIVED FROM THE LOSS OF EARNINGS, PROFITS, OR GOODWILL OR FROM INCREASED EXPENSES OR COSTS, FORESEEABLE OR UNFORESEEABLE), THAT MAY BE INCURRED OR SUFFERED BY A PARTY OR ANY CUSTOMER OR ANY OTHER PERSON WHETHER UNDER THE LAWS OF CONTRACT, STRICT LIABILITY, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL, CUMULATIVE LIABILITY OF SOCIAL SENTINEL UNDER THE AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY CLIENT IN THE LAST TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE, PROVIDED THAT, REGARDLESS OF ANY STATUTE OR LAW, NO CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT MAY BE BROUGHT BY CLIENT MORE THAN TWELVE (12) MONTHS AFTER THE FACTS GIVING RISE TO THE CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME ARE KNOWN TO, OR REASONABLY OUGHT TO HAVE BEEN, DISCOVERED BY CLIENT. THIS LIMITATION WILL APPLY, REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF THE THEORY OF LIABILITY ON WHICH SUCH CLAIM OF DAMAGE IS BASED, BE IT IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION, INDEMNITY, OR ANY OTHER LEGAL THEORY. IF CLIENT IS A CALIFORNIA RESIDENT, CLIENT WAIVES CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED

HIS SETTLEMENT WITH THE DEBTOR.” The Parties acknowledge that the limitations of liability in the Agreement and the allocations of risk in the Agreement are essential elements of the bargain between the Parties, without which Social Sentinel would not have entered into the Agreement.

14. General Provisions.

14.1. Entire Agreement; Modifications; Order of Precedence. The Agreement, including any items referenced in the Agreement, is the entire agreement between Client and Social Sentinel regarding Client’s use of the Products and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No terms, provisions, or conditions of any purchase order or other business form issued by Client relating to the Agreement will have any effect on the rights, duties, or obligations of the Parties under, or otherwise modify, the Agreement, regardless of any failure of Social Sentinel to object to such terms, provisions, or conditions. Except as otherwise outlined in the Agreement, no modification, amendment, or waiver of any provision of the Agreement will be effective unless in writing and signed (which may be electronic) by the party against whom the modification, amendment, or waiver is to be asserted.

14.2. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party’s prior written consent (not to be unreasonably withheld); provided, however, Social Sentinel may assign the Agreement in its entirety in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, or the assets to which the Agreement relates. Subject to the foregoing, the Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

14.3. Independent Contractor. The Parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

14.4. Client Disclosure. Social Sentinel may use Client’s name for the limited purposes of training and educating existing and prospective clients without Client’s prior written consent, but will not disclose the fact that Client is a client of Social Sentinel to the general public or media, unless otherwise required by law, without Client’s prior written consent.

14.5. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to any Force Majeure Events.

14.6. Severability. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of the Agreement will remain in effect. No failure or delay by either party in exercising any right under the Agreement will constitute a waiver of that right.

14.7. Notices. Notice under the Agreement must be in writing (including electronic format) and sent by postage prepaid first-class mail or receipted courier service to the address below or to such other address (including facsimile or e-mail) as specified below, and will be effective upon receipt:

- To Client: To the contact information provided on the Order Form or as subsequently provided in writing by Client.
- To Social Sentinel: To Social Sentinel, Inc., 128 Lakeside Dr., Suite 302, Burlington, VT 05401, Attention: General Counsel: legal@socialsentinel.com

14.8. Headings. The headings in the Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

[End of General Terms]

