

SOCIAL SENTINEL, INC.

**INTEGRATION WITH GOOGLE G SUITE AND MICROSOFT EMAIL ADDENDUM
TO GENERAL TERMS OF USE FOR ALL PRODUCTS**

This Integration with Google G Suite and Microsoft Email Addendum (this “Addendum”) is made by and between Social Sentinel, Inc. (“Social Sentinel”), and the Client identified on the applicable Order Form. This Addendum supplements and amends the General Terms. In the event of any conflict between the terms of this Addendum and the General Terms, the terms of this Addendum control. This Addendum, together with the General Terms, Order Form, and any other applicable addendum, are referred to herein as the “Agreement.” Capitalized terms used but not defined herein shall have the respective meanings given to them elsewhere in the Agreement, as applicable.

1. Definitions. For the purposes of this Addendum:

“Product(s)” include Social Sentinel’s SaaS products (and related Documentation), as updated from time to time, provided by Social Sentinel to Client that scan Client accounts associated with certain Google G Suite (“G Suite”) and Microsoft (“MS”) applications (as outlined in the Order Form) for potentially harmful content, and send notifications and other information to Client (i.e., Materials) when potentially harmful or noteworthy content is detected.

2. Right to Use the Products. Social Sentinel hereby provides Client the right to use the Products during the Term in accordance with the terms and conditions of the Agreement. Any use of the Products not expressly authorized in the Agreement is strictly prohibited.

3. License Grants.

3.1. Subject to the terms and conditions of the Agreement, Client hereby grants to Social Sentinel a royalty-free, non-exclusive, right and license to: (i) access (read-only) individual or group accounts hosted or otherwise provided by Client associated with the applicable G Suite and MS applications (“Client’s Account(s)”) through the applicable API, or otherwise, in order to extract the Data (as defined in Section 4, below); and (ii) use the Data solely for the purpose of providing the Products and for related R&D. Notwithstanding the foregoing or anything to the contrary in the Agreement, Social Sentinel also may de-identify any Data and use such de-identified Data in perpetuity for any reasonable business purpose.

3.2. The Data is the property of Client, and except for the rights granted in this Section 3, Social Sentinel has no other rights in or to the Data.

4. Data.

4.1. Data Access. Client shall provide Social Sentinel (read-only) access to, and use rights for, Client’s Accounts, including, but not limited to, related email accounts and raw emails, user directory listings, as well as access to certain other data mutually agreed to by the Parties necessary to provide the Products (the “Data”).

4.2. Data Retention and Disposal. Unless otherwise requested by Client, Data will be kept by Social Sentinel for one (1) year from the time the Data first enters the Social Sentinel system, with the exception of Data that is flagged as an alert, which may be kept for up to four (4) years, or Data that Social Sentinel reasonably believes should or must be kept in order to provide the Products.

4.3. Contractors of Social Sentinel. Client hereby expressly authorizes Social Sentinel to disclose and transfer Data to contractors of Social Sentinel for data collection, analytics, storage, or other services as reasonably necessary to operate or improve the Products.

5. Representations, Warranties, and Disclaimers. In addition to, and without limiting, any disclaimers outlined elsewhere in the Agreement:

5.1. Client acknowledges that it is solely responsible for obtaining any consents or permission that are required for Client to provide the Data to Social Sentinel and for Social Sentinel to process and use the Data as outlined in the Agreement and the relevant Addenda, and for setting any privacy expectations with the parents, guardians, or eligible students (as such terms are used in the Family Educational Rights and Privacy Act) whose Data is being provided to and processed and used by Social Sentinel, and retaining verifiable records of such consents, permissions, or notices. In that regard, in addition to any other representations, warranties and disclaimers elsewhere in the Agreement, Client represents and warrants that it has all the necessary rights, licenses, permissions, and authority to provide and license the Data to Social Sentinel for the purposes and subject to the terms and conditions set forth in this Agreement.

5.2. The Products scan Data, which are made available to Social Sentinel by Client through one or more third-party data providers. Social Sentinel makes no representations or warranties as to the sufficiency, completeness, timeliness, authorization for access to, or accuracy of the Data.

5.3. Client is solely responsible for reviewing Materials and other information provided by the Products and for determining any actions Client will, or will not, take in response to such Materials and information. Social Sentinel does not assume, and hereby disclaims, any responsibility for identifying any actionable Materials (including, but not limited to, any alert). Client acknowledges and understands that Materials provided through the Products may include alerts or other Materials that Client does not find responsive or may omit relevant emails, chats, etc. Social Sentinel does not warrant that the information contained in any Material is comprehensive, complete, or accurate, and Social Sentinel does not assume, and hereby disclaims, any liability to any person or entity for any loss or damage caused by the contents or omissions in any Material provided through the Products, whether such contents or omissions result from negligence, accident, or otherwise. Without limiting the foregoing, Client is responsible for verifying all Data and Materials prior to or in conjunction with taking any action, or deciding not to take action, based on any Materials.

6. Indemnity. In addition to, and without limiting any other rights or remedies contained elsewhere in the Agreement, 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 any actions Client takes or fails to take responsive to or as a result of any Materials that Social Sentinel provides to Client as part of the Products, including but not limited to alerts and Reports, or Client's breach of Section 5.

7. Surviving Terms. Upon expiration or termination of the Agreement (or this Addendum, if applicable) for any reason, those provisions of this Addendum that by their nature are intended to survive will survive in accordance with their terms, including, but not limited to, Sections 4.2, 5, 6, and this Section 7.

[End of Addendum]

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