

## SOCIAL SENTINEL, INC.

### **SOCIAL MEDIA SCANNING ADDENDUM TO GENERAL TERMS OF USE FOR ALL PRODUCTS**

This Social Media Scanning 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” means Social Sentinel’s SaaS product (and related Documentation), as updated from time to time, that reviews Social Media Data using Social Sentinel’s proprietary Sentinel Search<sup>SM</sup> Language Engine, Local+<sup>SM</sup>, algorithms, and Roles and Permissions Tool, in order to identify risks in the areas of security, public safety, harm, wellness, or acts of violence and to generate alerts, discussions, and noteworthy content regarding such risks (i.e., Materials) that are forwarded to Client.

“Social Media Data” means all data and information that Social Sentinel collects from publicly available social media, regardless of the form of the data or information.

“Third Party Fees” means the variable third party fees that Social Sentinel incurs on Client’s behalf in connection with Client’s use of the Product, including, but not limited to, hosting fees and data consumption, processing, and ingestion fees imposed by social media services and other third-party data providers.

“User Added Items” means information provided by Client or Users about Client or other individuals to enhance the search functions of the Product, including, but not limited to, by setting “geofences” and adding Local+ information.

2. Right to Use the Product. Social Sentinel grants Client the right to use the Product, including, but not limited to the Materials, during the Term in accordance with the terms and conditions of the Agreement. Any use of the Product not expressly authorized in the Agreement is strictly prohibited.

3. Third Party Fees. Client acknowledges and understands that Social Sentinel makes a good faith effort to estimate, on an annual basis, variable fees that can be known for certain only at a future date. If at any time, Social Sentinel has a good faith belief that the estimated Third Party Fees for the Product need to be adjusted for any Annual Period, Social Sentinel may, in its sole discretion, adjust the Fees to take into account such adjustment by providing Client with written notice (which notice may be by email or through the Product) with the modified Fees to be effective with the next billing cycle for the Fees. If Client objects to the increase in the Fees, Client may terminate this Agreement by providing written notice of termination to Social Sentinel within thirty (30) days of receipt of notice of the increase in the Fees. Third Party Fees reflect third party costs to Social Sentinel, but Social Sentinel will make commercially reasonable efforts to limit any increase in Fees during the Term.

4. Client’s Use of the Product and Restrictions.

4.1. In addition to the restrictions set forth elsewhere in the Agreement, Client will use and access the Product only to aggregate and assess Social Media Data to help identify potential threats in the areas of security, public safety, harm, wellness, or acts of violence. Client may access the certain Materials (such as alerts) through the Product for up to thirty (30) days from the date the Material is generated, unless Social Sentinel is required by a third party data provider to delete or modify any Material, which may shorten the time period for access by Client. Client has the sole responsibility to save any Material should Client desire to access the Material after this

time period. No other rights, express or implied, are granted by the Agreement or otherwise.

4.2. Client acknowledges that pursuant to use of the Product, Client and Users may submit User Added Items to the Product. Client hereby grants Social Sentinel the right to use its User Added Items as necessary to meet Social Sentinel's obligations as set forth in the Agreement.

4.3. Client may not enter an individual's name in the Local+ feature of the Product unless and until either: (a) Client is responsible for providing the individual with safety or security pursuant to applicable law, regulation, organizational policy, or contractual agreement, and the individual has acknowledged Client's responsibility through written documentation; or (b) the individual has provided documented consent regarding such use of the individual's name. Client will keep such documentation for the duration of the Term and for two (2) years thereafter, and Social Sentinel may at any time review and make copies of such documentation.

4.4. Client acknowledges and understands that any User Added Items may affect the quality or quantity of Materials provided through the Product. Social Sentinel reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse, or remove any or all User Added Items from the Product in its sole discretion.

4.5. For any Materials or other Social Media Data that Client receives through the Product, Client will abide by the terms of use or terms of service of such third-party social media companies, including, but not limited to, the Twitter Terms of service (located at <http://twitter.com/tos>) and the Instagram Terms of Use (located at <https://help.instagram.com/478745558852511>).

5. Client Information. The Product identifies Materials only through data and information shared publicly, for example on social media. Though Clients are not required to provide any nonpublic personal information when using the Product, a Client or User may choose to provide nonpublic personally identifiable information when using the Product, such as when using the Local+ feature of the Product. When Client or Users provide such nonpublic personally identifiable information, the Data Protection Addendum is applicable to the Processing of such nonpublic personally identifiable information.

6. Proprietary Rights In User Added Items. Except as otherwise set forth in the Agreement, as between Social Sentinel and Client, Client is and shall remain the owner of all User Added Items created and provided by Client. Notwithstanding the foregoing or anything to the contrary in the Agreement, Social Sentinel may de-identify any User Added Items, and such de-identified items are no longer User Added Items. Social Sentinel may use such de-identified items in perpetuity for any legally permissible purpose.

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

7.1. The Product provides Social Media Data that is made available to Social Sentinel by one or more social media services or third-party data providers. Social Sentinel makes no representations or warranties as to the sufficiency, completeness, timeliness, authorization for access to, or accuracy of Social Media Data.

7.2. Client is solely responsible for reviewing Materials and any other information provided by the Product 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 Product may include alerts or other Materials that Client does not find responsive or may omit relevant data, information, or other social media posts. Social Sentinel does not warrant that any information contained in the Materials 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 Materials provided through the Product, whether such contents or omissions result from negligence, accident, or otherwise. Without limiting the foregoing, Client is responsible for verifying all Social Media Data and Materials prior to or

in conjunction with taking any action, or deciding not to take action, based on any Materials.

8. 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 Product, including but not limited to alerts and Reports, or Client's breach of Section 7.2.

9. 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 4.3, 4.5, 5, 7, 8, and this Section 9.

*[End of Addendum]*

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