



## CS LIVE ENTERPRISE TERMS OF SERVICE

This CS Live Enterprise Terms of Service (the “**General Terms**”) is entered into by and between **Content Square, Inc.** a Delaware corporation, together with its affiliated companies (“**Content Square**”) and the **Company**.

Company agrees as follows:

**1. Purpose.** The Company wishes to engage Content Square for the purpose of access and use of Content Square's customer experience analytics software (“CS Live”) and any related ancillary services provided by Content Square. Company shall retain free access and use to CS Live and the Services as set forth below for a duration of ninety (90) days.

### **2. Definitions.**

**2.1** “Confidential Information” means any information, technical data, or know-how, whether presently existing or hereafter developed, considered proprietary or confidential by the Disclosing Party including, but not limited to, the Disclosing Party’s or its affiliates’ research, products, computer hardware and software, plans, designs, architecture, drawings, services, developments, inventions, processes, specifications, diagrams, engineering, marketing, techniques, documentation, customer and supplier lists and information, product ideas, pricing information, procedures, data concepts, business and marketing plans or strategies, financial information and business opportunities disclosed by the Disclosing Party or its affiliates to Recipient either directly or indirectly in any form whatsoever, including in writing, orally, machine readable form or through access to the Disclosing Party’s or its affiliates’ premises. Confidential Information shall also include any disclosed information of third parties that a Disclosing Party or its affiliates is obligated to protect as trade secret or confidential.

**2.2** “Company Data” means (i) the data or information provided or inputted by or on behalf of Company for the purpose of accessing and using the Services, in any and all forms; (ii) Visitor Data; and (iii) all information derived from the foregoing, including results of processing the foregoing through CS Live.

**2.3** “Company Site” means the website URL and/or native mobile application (as applicable) owned and operated by Company, and Content Square agrees, to implement the Script and provide CS Live. For avoidance of doubt, Company shall be limited to one (1) website URL and/or native mobile application for the duration of the Services.

**2.4** “Monthly Page Views” means a single occurrence on Company Site created by a Visitor’s interaction with such Company Site which provides new information for Content Square to collect and process. Any visitor-interaction-triggered dynamic elements or other web technology that causes a change in the content of the webpage but not the actual URL of the webpage shall also be considered as part of the Monthly Page Views.

**2.5** “Services” means the (i) access to CS Live platform , (ii) implementation of a JavaScript tag on Company’s site(s) and/or application(s), (iii) the provisioning of a small sample audit analysis report of data collected by CS Live, and (iv) the production of a light report of operational recommendations based on the analysis of said data.

**2.6** “Script” means the unique JavaScript generated by Content Square and provided to Company which, when implemented on the Company Site, interacts with CS Live and enables CS Live to function.

**2.7** “Visitor” means a visitor of the Company Site.

**2.8** “Visitor Data” means data collected and received by Content Square relating to a Visitor on the Company Site in connection with Company’s use of CS Live.

**3. Confidentiality.** For purposes of this section, any party disclosing Confidential Information is hereinafter referred to as the “Disclosing Party” and any party receiving Confidential Information is hereinafter referred to as the “Receiving Party.” Any provided Confidential Information will remain the sole property of the Disclosing Party or its affiliates. Neither these General Terms nor any disclosure of information or performance of the Services hereunder grants the Receiving Party any rights, title, or license to CS Live under any trademark, copyright, patent or any other intellectual property rights, including any and all copies, modifications and derivatives now or hereafter owned or controlled by the Disclosing Party or its affiliates. The Receiving Party shall not disclose any Confidential Information of the Disclosing Party or its affiliates except with the Disclosing Party's prior written permission; provided that the Receiving Party may disclose any Confidential Information of the Disclosing Party or its affiliates to its employees who have a need to know such Confidential Information for purposes of these General Terms and who are bound to a written agreement protecting such Confidential Information as required hereby. Each party agrees to protect the confidentiality of the Confidential



Information of the other party or its affiliates in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party or its affiliates, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's expense, if the Disclosing Party wishes to contest the disclosure. The Receiving Party agrees that the information disclosed by the Disclosing Party or its affiliates need not be marked "Confidential" to be considered Confidential Information. The Receiving Party agrees that the following will be treated as Confidential Information: (i) any information or materials specifically marked as "Confidential" or Proprietary;" (ii) any information or materials with the name, trade name or trademark of the Disclosing Party or its affiliates; or (iii) any information that a reasonable person would deem confidential or proprietary given the nature of any obligation to the Disclosing Party. Confidential Information shall not include any information that the Receiving Party can show: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party hereunder; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party or its affiliates without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

**4. Use Limitations.** The Services may not be used for any other purpose, including but not limited to productive or commercial use and is subject to the following additional limitation(s): (i) usage shall be capped to ten (10) million Monthly Page Views; (ii) any usage over the prescribed page view limitation shall require the Company to purchase additional resources and/or services; and (iii) Company shall not, nor will Company allow its users or any third party to (or attempt to): (a) copy, modify, adapt, frame, mirror, display, republish, download, translate or otherwise create derivative works of CS Live; (b) reverse engineer, de-compile, disassemble, reverse compile or otherwise attempt to discover the source code of the Script or CS Live or any part thereof; (c) rent, lease, sell, assign, sublicense or otherwise transfer rights in the Services; (d) use CS Live or any part thereof to provide services to third parties; (e) remove any proprietary notices or labels on CS Live or placed by CS Live or any part thereof; (f) use, post, transmit or introduce any device, software or routine in a manner intended to interfere or attempt to interfere with the operation of CS Live or any part thereof; or (g) use the Services or any part thereof for illegal purposes.

**5. License.** Subject to the General Terms, Content Square grants Company a non-exclusive, non-transferable, non-sublicensable license to install the applicable Script tag on Company's site(s) and/or application(s); and, upon expiration or termination of the Services the Script tag shall cease to function.

**6. Restricted Personal Data.** Company agrees and acknowledges that CS Live is not intended for the collection of any Restricted Personal Data, as defined below, unless Content Square has provided explicit written consent to such collection. For such purpose, Company shall implement the appropriate blocking Script on such areas of the Customer Site where Restricted Personal Data may be inserted by a Visitor (e.g., through keystrokes) or displayed (e.g., prefilled, data within the HTML). "Restricted Personal Data" means information that identifies or can be used to identify, contact or locate a specific individual including, without limitation, name, physical address, telephone number, fax number, email address, financial information, health information, government issued IDs, medical information, biometric or genetic information, information regarding children or any information defined as "Special Categories of Data" under Article 9 of the GDPR and any "Personal Information" as defined under CCPA. For the purpose herein, Restricted Personal Data shall not include IP address and other unique, non-personal identifiers such as cookie IDs.

**7. Financial Terms.** Content Square shall provide the Services at no charge to Company. If Company wishes to continue the use of Services after the ninety (90) day period, Company shall have the right to enter into a master service agreement with Content Square in order to purchase services at the then-applicable rate in an order form.

**8. Termination.** Content Square may, at its sole discretion and/or upon the expiration of ninety (90) days, terminate Company's use of Services without prior notice, and Company agrees that Content Square will not be liable to Company or any third party for such termination. Company may terminate the use of its license to access CS Live at any time by communicating its intent to terminate to Content Square. Upon expiration or termination: (i) all licenses granted hereunder shall terminate and Content Square shall immediately cease providing access to CS Live; (ii) Company may export its Customer Data from CS Live prior to the permanent deletion of such data; and (iii) each party shall, at its own expense, return or destroy at the other party's choice, any documentation or materials in its possession belonging to the other party related to these General Terms.

**9. Privacy.** All information collected, used, shared or otherwise processed by Content Square on behalf of Company shall be in accordance with Content Square's Privacy Policy at <https://contentsquare.com/privacy-center/privacy-policy/>.

**10. Warranties.** TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY SET OUT IN THIS SECTION **Error! Reference source not found.**, CONTENT SQUARE MAKES NO WARRANTIES, AND HEREBY DISCLAIMS ANY AND ALL OTHER, REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES, CS LIVE, SCRIPT, OR DOCUMENTATION THEREOF, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF QUALITY,



PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FOR THE AVOIDANCE OF DOUBT, CONTENT SQUARE DOES NOT WARRANT THAT CS LIVE, THE SCRIPT, OR DOCUMENTATION WILL MEET CUSTOMER NEEDS, BE ERROR FREE, OR THAT THE OPERATION OF CS LIVE WILL BE UNINTERRUPTED. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NONINFRINGEMENT, COMPLETENESS OR PERFORMANCE.

## **11. Indemnification and Limitation of Liability.**

**11.1** Company agrees to indemnify and hold harmless Content Square from and against any and all claims, losses, liabilities, damages, or costs (including reasonable attorney's fees and court costs) resulting from its unauthorized use or disclosure of the Confidential Information or any other breach under these General Terms.

**11.2** EXCEPT WITH RESPECT TO CLAIMS OF INDEMNITY OR BREACH OF CONFIDENTIALITY IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL DAMAGES OR LOSS OF PROFITS OF ANY KIND, HOWEVER CAUSED, WHETHER IN ACTION OR IN CONTRACT OR TORT, ARISING OUT OF OR RELATED TO THESE TERMS OR SERVICES TO BE PROVIDED UNDER THESE GENERAL TERMS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. EXCEPT WITH RESPECT TO CLAIMS OF INDEMNITY OR BREACH OF CONFIDENTIALITY EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING UNDER OR IN CONNECTION WITH THESE GENERAL TERMS OR THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THESE GENERAL TERMS SHALL BE LIMITED TO AND NOT EXCEED ONE THOUSAND (USD \$1,000) DOLLARS.

**12. Relationship.** These General Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between Content Square and Company.

**13. Waiver and Cumulative Remedies.** No failure or delay by Content Square in exercising any right under these General Terms shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of Content Square at law.

**14. Severability.** If any provision of these General Terms is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these General Terms shall remain in effect.

**15. Assignment.** Company may not assign or otherwise transfer the General Terms or any of its rights or obligations hereunder, in whole or in part, whether by operation of law or otherwise, without the prior express written consent of Content Square; and any such attempt shall be void.

**16. Governing Law.** These General Terms shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law provisions. Company consents to, and agrees to subject itself to, the exclusive jurisdiction of the courts of the State of New York, County of New York with respect to any actions relating to these General Terms, including in case of plurality of defendants or call for warranty.

**17. Entire Agreement.** These General Terms constitute the entire agreement between Content Square and Company as to its subject matter, and supersedes all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of these General Terms. No modification, amendment, or waiver of any provision of these General Terms shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted.

**18. No Representation or Further Obligations.** Company agrees that these General Terms does not obligate it to enter into any further agreements or to proceed with any possible relationship or transaction with the Content Square. None of the Confidential Information disclosed hereunder will constitute any representation, warranty, assurance, guarantee, or inducement with respect to the accuracy or completeness of any Confidential Information.

**19. Survival.** With respect to all technical, knowhow and/or trade secret Confidential Information, the obligations of Content Square and Company under these General Terms will survive until the day when such Confidential Information falls into the public domain as set forth under Section 3.