Attachment D
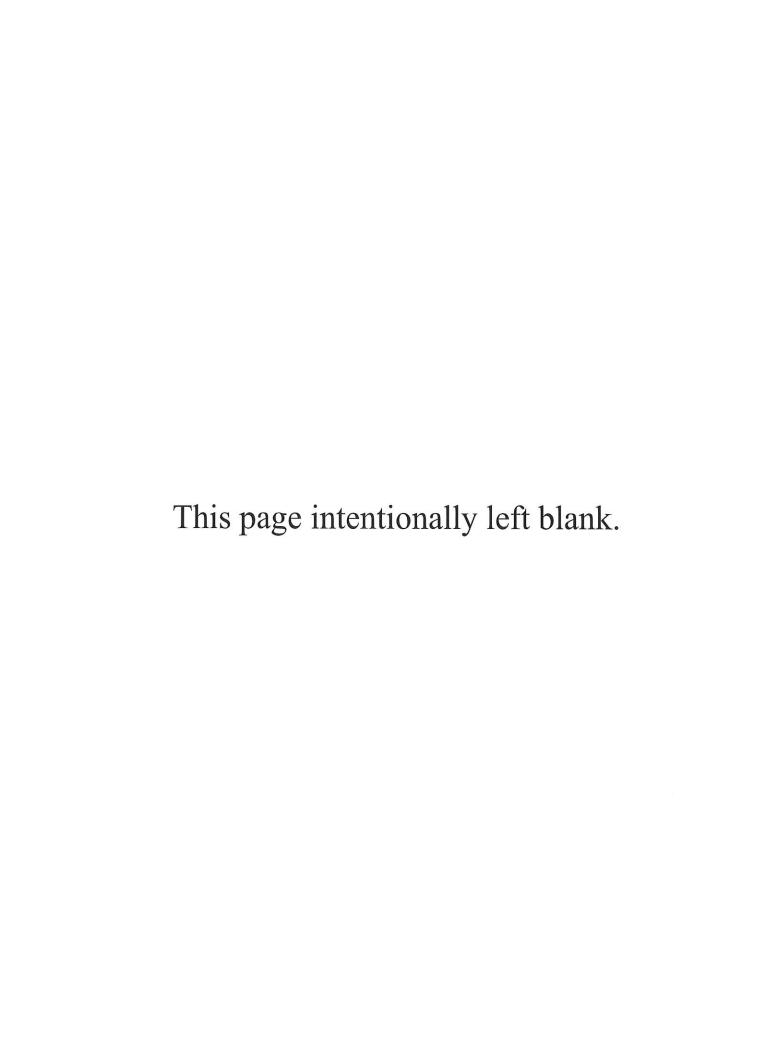
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◥ FALCON.IO

Service Appendix to Order Form Quote Q-20615-2

This Falcon.io Service Appendix ("**Service Appendix**") supplements the terms and conditions of the Cision Agreement, as defined in the Falcon.io Order Form referencing this Service Appendix. Capitalized terms used but not defined herein shall have the meanings set forth in the Cision Agreement.

1. General Terms & Conditions

1.1. **Definitions**. For the purposes of this Agreement, references to "Company" in the Cision Agreement are hereby deemed to refer to Falcon.io and references to "Client" in the Cision agreement are hereby deemed to refer to Customer. Further:

"**Help Center**" means Company's online support site located at https://help.falcon.io/hc/en-us.

"**Lite-User**" means a User whose access to the Platform is limited to the modules specified in an Order Form.

"**Platform**" as used herein, means the social media management, customer relationship management, media monitoring analytics and communications system made available online on a Software-as-a-Service basis by Falcon.io or any of its Affiliates and its underlying tools, databases, APIs, and software that make up the system, including any software or technology created by Falcon.io's Affiliates.

"**Subscription**" means the products and Services ordered by Customer and set forth on a Falcon.io Order Form referencing this Agreement.

"**Third-Party Services**" as used herein means services that are not provided by Falcon.io but that Customer may access or use in connection with the Platform, including social networks, such as Facebook, Instagram, WhatsApp, Twitter, LinkedIn and YouTube.

"**User**" means a named individual who is authorized by Customer to use the Platform, for whom Customer has subscribed to the Platform, and to whom Customer or Company has supplied a user identification and password (i.e., Users are "named users" and not "concurrent users" as such terms are commonly understood in the software industry). For the avoidance of doubt, a generic User account, e.g., social@customer.com, even if only accessed by a single individual, is not a valid User account. Unless otherwise agreed on a Falcon.io Order Form, Users must be employees, consultants, contractors or agents of the specific Customer entity identified by the tax identification number indicated on the invoice(s) issued in connection with this Agreement.

1.2. **System Requirements.** Customer is responsible for meeting the then-current hardware, operating system, browser and other technical requirements necessary to properly use and access the Platform, as described in the Help Center.

1.3. **Lite Users.** Lite-Users (if any) may only access the modules authorized in the applicable line-item in the Order Form. Any Lite-Users accessing modules other than those authorized are deemed full Users. In the event of any non-compliance, Company may bill Customer for the difference in price between a Lite-User and full User following notification to Customer of non-compliance and Customer's failure to correct such non-compliance within five (5) days of receipt of such notification.

1.4. **Support**. Customer support services will be provided as described in the Help Center.

1.5. **Third-Party Services**. If Customer enables the Platform to access any Third-Party Services, Customer acknowledges that its use of such Third-Party Services shall be governed solely by the terms of use and privacy policies of such Third-Party Services (including, but not limited to, the Facebook Terms of Service located at https://www.facebook.com/terms.php, the Twitter Terms of Service located at https://twitter.com/en/tos, the Twitter Privacy Policy located at https://twitter.com/en/privacy, the YouTube Terms of Service located at https://www.youtube.com/t/terms and the WhatsApp Business Solution Terms located at https://www.whatsapp.com/legal/business-solution-terms/) and that it shall comply with all such terms and policies. By enabling the Platform to access such Third-Party Services, Customer is expressly permitting Third-Party Services to access or otherwise process Customer Data solely as required for the operation of the Third-Party Services. Company makes no representations and shall have no liability or obligation whatsoever to Customer in relation to any aspect of such Third-Party Services, nor shall Company be liable for disclosure, use, changes to, or deletion of Customer Data by Third-Party Services, or any damage or loss Customer may suffer in connection with Customer's enablement, access or use of any such Third-Party Services. If the provider of Third-Party Services ceases to make the Third-Party Services available for interoperation with certain features and functionality of the Platform, Company may stop providing access to such features or functionality without liability to Customer and Customer irrevocably waives

◥ **Version Last Updated:** 1st of February 2021

any claim against Company with respect to such Third-Party Services. To ensure optimal delivery and prevent unfair exploitation of the Platform, fair usage limits may apply to the number of accounts with Third-Party Services that Customer may manage via the Platform, as determined by Company in its reasonable discretion, taking into account the observed usage across Company's entire customer base; provided that Company shall notify the Customer in advance in the event that any such limits affect the Customer's costs or usage hereunder.

1.6. **Customer Marks.** Company may use Customer's trade name and logo in Company's marketing materials (including its website, promotional presentations and client lists) for the limited purpose of identifying Customer as a customer of Company.

1.7. **Security.** Customer shall use commercially reasonable efforts to prevent unauthorized access to the Platform or use of Services or Content and shall employ security measures consistent with current best industry standards to adequately safeguard any Content downloaded to Customer's systems. Customer is solely responsible for determining whether or not to require its Users to utilize two-factor authentication or any other multi-factor authentication method as may be available in order to enable an additional layer of security beyond Company's default security settings. If Customer elects to use its own identity provider system ("IdP") to authenticate its Users, Customer must periodically review and ensure proper security of such IdP at Customer's sole expense. Customer is responsible for enforcing its own internal information security governance framework with respect to its Users' access to Customer's account, including assigning roles and specifying access rights. Customer is further responsible for the identity management of its Users and must ensure that only authorized Users have access to the Customer's account. In the event that Customer grants Company 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 creation and management of user accounts and access rights.

1.8. **Privacy.** Customer shall ensure that the use of any personal data extracted by Customer from the Platform complies with applicable laws and government regulations. Further, Customer acknowledges that it may receive contact details and other personal information of social media users from Company as part of the Content, and that Customer may use such details and information to contact social media users. In the event Customer contacts such social media users, Customer is responsible for providing appropriate privacy notices to social media users, including naming Company as a source of personal data in such notices.

1.9. **Warranty.** In lieu of the warranties set forth in the Cision Agreement, Company warrants that the Platform will (a) under normal conditions of use, perform materially in accordance with the applicable Documentation 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.

1.10. **Disclaimer.** IN ADDITION TO THE DISCLAIMER SET FORTH IN THE CISION AGREEMENT, UNDER NO CIRCUMSTANCES WILL FALCON.IO BE LIABLE FOR ANY THIRD-PARTY SERVICES, INCLUDING THE FAILURE OF ANY SUCH THIRD-PARTY SERVICES.

1.11. **Data Processing Terms.** The "Data Processing Terms" available at https://www.falcon.io/legal/data-processing-terms-and-conditions-page/ shall govern to the extent applicable with respect to the protection of personal data processed hereunder in connection with the Falcon.io Platform and Services.

2. Supplemental Terms & Conditions

Each section below is applicable ONLY IF the specific condition stated at beginning of such section is satisfied.

2.1. **Agency Terms**

If Customer is subscribed to the Platform as an agency that will use the Platform to render its own agency services to its clients ("Agency Clients"), the following terms and conditions shall apply.

2.1.1. The maximum number of Agency Clients the Customer may service using the Company Services is indicated on the Order Form and referred to as "Agency Clients Managed". Unless Customer has purchased a separate environment for its Agency Clients ("Agency Client Environment"), Agency Clients do not have any separate access or use rights to the Platform or Services. Customer shall not co-mingle the data of all Agency Clients Managed in a single account (or "org"). Customer may request assistance from Customer Support when setting up new accounts for each Agency Client it wishes to service.

2.1.2. If the Customer has purchased an Agency Client Environment, Customer may assign the Agency Client Environment to an Agency Client, provided that the Agency Client is bound by an agreement with Customer that is consistent with the terms and conditions of this Agreement. Subject to the conditions set forth in this Agreement, in an Agency Client Environment, (a) Customer may assign User seats to an Agency Client, and (b) an Agency Client is entitled to utilize the Usage Metrics specified on an Order Form. The maximum number of Users listed on an Order Form may be distributed freely between Customer and Agency Clients. Assignment of an Agency Client Environment to an Agency Client is

irrevocable for the duration of the Subscription period but may be reassigned if the applicable Agency Client ceases to utilize the services of Customer. Customer shall have the same responsibility for the activities of any Agency Client as if the activities were directly those of Customer. Upon Company's written request, Customer shall provide to Company copies of its agreement with an Agency Client with respect to access to the Platform, Content and/or Services and any amendments thereto.

2.1.3. Unless otherwise specified on an Order Form, 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 Platform 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 foregoing, the number of ad accounts indicate on an Order Form is the amount available for each Agency Client Environment and not a maximum to be allocated across all Agency Client Environments.

2.1.4. Customer may not offer the Platform, Content or Services as a part of its own agency service offering to any existing Company customers. Customer must flow down to its Agency Client any restrictions regarding Third-Party Content set forth in the Agreement. Customer shall indemnify Company from any and all claims and damages, arising out of, relating to or resulting from: (a) any breach of any of the Customer's representations, warranties or obligations with respect to its Agency Clients, or (b) any Agency Client's or any of its Users' breach of the terms this Agreement. To the extent permitted under applicable law, neither Agency Clients nor any of their Users shall be third-party beneficiaries to this Agreement.

2.2. Benchmark Module Terms

If Customer's Subscription includes a Benchmarking Package for access to benchmarking functionality ("Benchmark Module") as indicated on an Order Form (e.g., as a line-item), the following terms and conditions apply.

2.2.1. If the Customer has subscribed for a Benchmarking Package as an agency, Customer may copy, distribute, adapt or reproduce Content derived from the Benchmark Module ("Benchmark Content") for the sole purpose providing its agency services to its clients. Customer's clients shall have a non-exclusive, perpetual, non-transferable and non-sublicensable license to use any Benchmark Content provided to them by the Customer, solely for their internal business purposes and Customer shall communicate the terms of this license to its clients while making the Benchmark Content or any part thereof available to its client(s).

2.2.2. In lieu of the support services set forth above in Section 1 of this Service Appendix, the following shall apply. Customer will be entitled to receive email support for its subscription at no additional charge, by emailing help@unmetric.com and will receive a response within 24 hours. Company 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 Company's reasonable control.

2.2.3. In lieu of the Company warranties set forth above in the Cision Agreement and above in Section 1, Company warrants only that the Benchmark Module, under normal conditions of use, will conform in material respects to the service description provided by Company.

2.3. Services Terms

If Customer's Subscription includes Services, the following terms and conditions apply.

2.3.1. "Deliverable" as used herein shall mean any results, documents, works, materials or graphics which are to be developed specifically for the Customer (customized works), as a part of the Services. Company retains all rights in and to the Deliverables excluding any Customer Data contained therein.

2.3.2. Deliverables and Services that are dependent on access to metrics, data and projects from the Customer's account/environment on the Platform, are subject to the limitations of the Platform, the limitations of any Third-Party Services, and/or any limitation otherwise specified in the applicable Order Form and Company cannot guarantee access to data beyond the scope of such limitations.

2.3.3. Company shall provide the Customer with Services for the number of hours specified in an Order Form ("Hours"). Any time allocated by Company to providing Services to Customer, including, but not limited to, any time spent on calls, e-mails, meetings, drafting of documents, presentation and other preparatory work shall be deducted from Customer's allotted Hours. Time spent on normal platform training and support shall not be deducted from the Customer's allotted Hours; provided, however, that Company reserves the right to charge a fee for training with prior written notice, if the Customer repeatedly fails to attend its training session(s) or cancels them with short notice. Use of Hours in connection with Services will be coordinated with Customer upon Customer's request, and Company use reasonable efforts to comply with any such coordination requests. Unused Hours or any portion thereof (a) do not carry over from one month to the next or from one Subscription Period to the next, (b) are not usable upon expiration or termination of this Agreement and (c) are not reimbursable upon expiration or termination of this Agreement except in the event of material breach.

2.3.4. Customer shall provide Company with any information, feedback, materials, data and graphics as may be needed by Company in order to provide the Services and Deliverables and make itself and necessary employees available to Company, to answer without undue delay any reasonable inquiry and request for information that is needed for Company to deliver the Services and Deliverables. Failure by Customer to deliver information needed and requested by Company, may result in delays or deficiencies in the Services or Deliverables for which Customer shall be solely liable, and Company shall not be obligated to reperform or provide any remedy in such event. Customer is not entitled to a reimbursement of Fee(s) in the event of delays or incomplete Deliverables caused by Customer's non-fulfilment of its obligations under this Agreement.

2.3.5. Except in the event of Customer's failure to uphold its obligations pursuant to Section 2-3.4 above, Company warrants that the Services will be performed in a professional manner consistent with general market standards for comparable services. Customer's sole and exclusive remedy for a breach of the warranty in the preceding sentence is reperformance of the Services. Customer shall send a written claim requesting reperformance, and Company shall confirm in writing if it accepts or disputes the claim. If Company accepts, reperformance shall occur within a reasonable time from when a claim has been acknowledged.

2.4.   API Terms

If Customer's Subscription includes Company API Access, the following terms and conditions apply ("API Terms").

2.4.1. "API" as used herein, refers to Company's developer-facing application programming interface, consisting of tools, routines and protocols that facilitate a developer's development of applications (software) for an information system to which the API is connected. For the purpose of these API terms, the API will be connected to the Platform, or part hereof, allowing certain information being exchanged between Company and a Customer's information system. Functionality of an API is defined in the API Documentation.

2.4.2. "API Integration" as used in these API Terms shall mean a piece of software/code developed by Customer, which utilizes a Company API to exchange certain information between Company Services and the Customer's information system.

2.4.3. "API Documentation" as used herein refers to Company's documentation defining the scope of the API, the technical functionality and limitations of the API and instructions on how to utilize the API.

2.4.4. Subject to Customer's compliance with these API Terms and this Agreement, the Customer is granted a time-limited, non-exclusive, revocable, non-transferable, non-sublicensable license to access and use the API in accordance with the specifications and requirements set forth herein for the purpose of having certain content from the Platform, displayed in Customer's own IT systems ("API License"). The API License is granted for the Subscription period set forth on an Order Form and will renew automatically for subsequent Subscription Periods in accordance with the General Terms. Unless otherwise agreed between Company and Customer, Customer is granted one API key for use within a single legal entity ("Organization") and such API key may only be shared within such Organization. Notwithstanding the foregoing, Customer is entitled to share the API key with one of Customer's authorized third parties, who shall solely use such API key in connection with Customer's internal business purposes. Any API Integration developed by Customer or a third party on Customer's behalf, shall comply with the restrictions and obligations set forth herein, in addition to those set forth elsewhere in the Agreement.

2.4.5. As Customer may receive access to data from Third-Party Services via the API Integration, Customer must comply with all applicable developer policies of such Third-Party Services (including, but not limited to the Twitter Developer Agreement located at https://developer.twitter.com/en/developer-terms/agreement and the Twitter Developer Policy located at https://developer.twitter.com/en/developer-terms/policy.

2.4.6. Company may amend these API Terms at any time with or without notice. Company shall notify Customer of any amendments requiring adjustments to the API Integration and Customer shall, within thirty (30) days from the date of any such notice (or such shorter period as may be specified in such notice) (the "Conformance Period") comply with such amendment(s) by implementing and using the most recent version of the API and making any adjustments to the API Integration that may be required as a result of such amendment(s). Company shall have no liability of any kind to Customer or any user of the API with respect to such amendments or any adverse effects resulting from such amendments. Customer's continued access to or use of the API following the publication of a subsequent version of the API Terms shall constitute binding acceptance of the amendment(s) thereto.

2.4.7. For the purposes of this Agreement, the API shall be deemed part of the Platform and all rights, restrictions, agreements and obligations (including, but not limited to, warranties, disclaimers and exclusions of liability) with respect to the Platform shall apply to the API. Notwithstanding the foregoing, (a) Company may terminate the API License, at any time, for any reason, or for no reason, and provided that Customer is not in material breach hereunder, Company shall reimburse the Customer a pro-rata portion of its pre-paid fees (if any) for the API License if Company terminates the API License for convenience, (b) in addition to Customer's indemnification obligations set forth in the General Terms, Customer shall indemnify Company from any and all claims from third parties resulting from the Customer's use of or access to the API or breach of any provisions of these API Terms, (c) Company's aggregate liability to the customer or any third party

arising out of the use of the API, shall in no event exceed the amounts actually paid by Customer under this Agreement during the twelve (12) months immediately preceding the month in which the action arose, and (d) any claim by Customer arising out of or relating to the use of the API must be brought within one (1) year of the first event or occurrence giving rise to the claim. In the event of material breach of the API Terms by either Party, termination shall be governed according to the applicable provisions of the Agreement. In the event of any conflict or inconsistency among the documents identified in these API Terms, notwithstanding anything to the contrary set forth in this Agreement and solely with respect to the subject matter of these API Terms, the order of precedence shall be: (a) the API Documentation, (b) these API Terms, (c) the General Terms and Conditions set forth above in Section 1 of this Appendix, and (d) the Cision Agreement.