

**MiiTel**  
**TERMS OF SERVICE**  
**(FOR US USERS)**

These Terms of Service (“**TOS**”) are entered into between RevComm Inc. (“**RevComm**”) and Customer (defined below) and govern Customer’s use of MiiTel which is RevComm’s proprietary web-based application that has been programmed to help end-users visualize and analyze telephone sales and customer service calls (“**Services**”).

As used in this TOS: (i) “**Customer**” means a legal entity which accepts this TOS, Orders (defined below), and other terms or addenda provided by RevComm, whether or not expressly described herein (collectively, “**this Agreement**”) in the United States and accesses or uses the Services; and (ii) “**Party**” refers to Customer or RevComm individually and “**Parties**” refers to RevComm and Customer collectively.

**BY EXECUTING AN ORDER FORM OR ACCEPTING AN ONLINE ORDER CONFIRMATION (EACH AN “ORDER”) OR OTHERWISE ACCESSING OR USING THE SERVICES, CUSTOMER AGREES THAT CUSTOMER HAS READ, UNDERSTOOD AND AGREES TO BE BOUND BY THIS TOS. IF CUSTOMER DOES NOT AGREE TO THIS TOS, THEN CUSTOMER MAY NOT USE THE SERVICES.**

In the event of any conflict between this TOS and/or an applicable Order, the order of controlling precedence is (i) the applicable Order, and (ii) this TOS.

"[RevComm T&C of Use](#)" will be applicable only if there is an item which is set forth in the RevComm T&C of Use but not in this TOS or in an Order.

1. General.

(a) Overview.

- (i) Through the Services, Customer will provide recordings of telephone calls and meetings (“**Customer Data**”) to RevComm, and RevComm will provide analysis and reports of such Customer Data (“**Reports**”) through Customer’s account.
- (ii) BY USING THE SERVICES, CUSTOMER HEREBY GRANTS REVCOMM THE RIGHT TO RECORD AND CAPTURE CUSTOMER AND EACH AUTHORIZED USER’S (DEFINED BELOW) VOICE AND IMAGE DURING TELEPHONE CALLS AND WEB CONFERENCES. REVCOMM MAY USE AND SHARE SUCH RECORDINGS FOR PURPOSES OF PROVIDING CUSTOMER THE SERVICES AND AS DESCRIBED IN REVCOMM’S [PRIVACY POLICY \(FOR US USERS\)](#) (“**PRIVACY POLICY**”).

(b) Accounts.

- (i) To access the Services, Customer shall register for an account.
- (ii) During the account registration process, Customer may be required to provide RevComm with certain information that will enable RevComm to identify Customer and track the number of authorized user accounts associated with Customer, and RevComm will consider Customer’s eligibility for an account.
- (iii) Following account registration, RevComm will issue to Customer a username and password for Customer’s account (an “**ID**”).

- (iv) Customer shall not share these usernames or passwords with any third party (except officers, directors or employees: (A) who Customer authorizes to access the Services on its behalf and (B) for whom a subscription to the Services has been purchased under an Order ("**Authorized Users**")).
- (v) Customer is solely responsible for the security of Customer's account and all use of the Services attributable to Customer's account.
- (vi) Customer shall notify RevComm immediately if Customer suspects or knows of any unauthorized use of Customer's account.
- (vii) RevComm has the right to monitor use of Customer's account to ensure compliance with this Agreement. When creating an account, Customer shall provide true, accurate, current, and complete information in accordance with RevComm's requirements.
- (viii) Customer shall update such information promptly and as necessary to keep it current and accurate.
- (ix) CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE NOT INTENDED FOR USE BY CONSUMERS (I.E., FOR PERSONAL HOUSEHOLD USE).
- (c) Authorized Users.
  - (i) Customer is solely responsible for: (A) identifying and authenticating all Authorized Users; (B) approving access by such Authorized Users to the Services by issuing IDs to Authorized Users; (C) protecting against unauthorized access by Authorized Users; (D) maintaining the confidentiality of usernames, passwords and account information for Authorized Users; and (E) all activities that occur under its and its Authorized Users' accounts.
  - (ii) RevComm is not responsible for any harm arising from any acts or omissions of any Authorized Users, including individuals who were not authorized to access the Services but who were able to gain access for any reason. Customer shall notify RevComm immediately of any actual or suspected breach of this Agreement by any Authorized User.
  - (iii) Any breach of this Agreement by any Authorized User is deemed a breach by Customer.
- (d) Privacy and Communications.
  - (i) Customer's use of the Services is also subject to RevComm's [Privacy Policy](#).

By using the Services, Customer consents to receiving certain electronic communications from RevComm as further described in the [Privacy Policy](#).
  - (ii) Please read the [Privacy Policy](#) to learn more about Customer's choices regarding RevComm's electronic communications practices. Customer agrees that any notices, agreements, disclosures, or other communications that RevComm sends to Customer electronically will satisfy any legal communication requirements, including, without limitation, that such communications be in writing. To the extent that RevComm processes any Customer Data that constitutes Personal Data (as defined in Exhibit A) subject to State Privacy Laws (as defined in Exhibit A), the terms of the Data Processing Addendum attached as Exhibit A are hereby incorporated by reference.
- (e) Monitoring; Suspension; Reporting.

RevComm may, but is under no obligation to, monitor Customer's use of the Services.

RevComm may, in its reasonable discretion, restrict, suspend, or terminate the usage of all or part of the Services or delete Customer's account if RevComm believes that: (A) Customer is in breach of this Agreement; (B) use of the Services or Reports as contemplated in this Agreement poses a security risk; (C) Customer's use of the Services or Reports violates, misappropriates, or infringes the rights of RevComm or a third party; (D) there is a bug or performance issue with the Services or Reports that adversely affects RevComm's servers or other systems or Customer's use of the Services or Reports otherwise imposes unexpected or excessive demands on the same; or (E) any applicable law prohibits RevComm from performing any of its obligations under this Agreement.

(f) Change and Improvement of Services.

RevComm may change or improve the features of the Services in its sole discretion at any time and from time to time. RevComm shall provide Customer with prior notice of such change or improvement if such change or improvement is material and if circumstances permit.

2. Access to and Use of Services; Proprietary Rights.

(a) Access to and Use of Services.

Subject to Customer's complete and ongoing compliance with this Agreement, RevComm hereby grants to Customer during the Term (defined in Section 5(a)(i)) a non-exclusive, non-transferable (except pursuant to Section 13(b)(ii)), non-sublicensable, worldwide, and revocable license to access and use the Services.

(b) Restrictions.

Customer shall not and shall not attempt to: (A) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Services; (B) modify the Services, or sell, lease, license or otherwise commercialize or distribute the Services; (C) interfere with or disrupt the performance of the Services; (D) gain unauthorized access to the Services or its related systems or networks; (E) frame or link to the Services or any content or material thereon; (F) provide any false, incorrect or outdated information to RevComm in connection with Customer's use of the Services; (G) use any portion of the Services to develop a competitive product or service to those being developed by RevComm; (H) remove, alter, or obscure in any way any proprietary rights notices of RevComm or its suppliers on or within the Services; (I) transmit to the Services any virus, worm, spyware, ransomware or other code, file or program intended to impair, alter or damage the operation of the Services or its related systems or networks; or (J) use the Services in any manner that violates any applicable laws, rules or regulations or infringes any third party rights.

(c) Customer Data.

Customer hereby grants to RevComm a non-exclusive, perpetual, irrevocable, transferable, sublicensable (through multiple tiers), royalty-free and worldwide right to host, store, reproduce, display and otherwise use and exploit Customer Data to provide and improve its current and future products, services, resources, systems, tools, and businesses.

(d) Ownership.

- (i) As between the Parties: (A) subject to the license that RevComm grants to Customer in Section 2(a), RevComm owns and retains all rights, title and interest in and to the Services, including all technology, software, algorithms, user interfaces, trade secrets, techniques, designs, inventions, works of authorship and other technology in any form pertaining to the Services (collectively, "**RevComm IP**"), and RevComm has the right to use and exploit all such RevComm IP without restriction; and (B) Customer solely owns and retains all rights, title and interest in and to the Customer Data, subject to the rights granted to RevComm in Section 2(c).
- (ii) All rights that a Party does not expressly grant to the other in this Agreement are hereby reserved and neither Party grants to the other any implied rights or licenses under any theory or law.

(e) Feedback.

- (i) Customer may provide RevComm with feedback about Customer's use of and experience with any aspect of the Services ("**Feedback**").
- (ii) Customer hereby grants to RevComm a non-exclusive, perpetual, irrevocable, transferable, worldwide and royalty-free license, with the right to grant and authorize sublicenses (through multiple tiers), to use and exploit such Feedback in any manner without any restriction or any payment or credit due to Customer.

3. Customer Obligations.

(a) Recordings.

- (i) BY USING THE RECORDING FEATURE PROVIDED THROUGH THE SERVICES, CUSTOMER IS SOLELY RESPONSIBLE FOR OBTAINING ALL NECESSARY RIGHTS AND AUTHORITY, INCLUDING ANY NECESSARY CONSENTS UNDER APPLICABLE LAW ("**CONSENTS**"), TO RECORD PARTICIPANTS ON THE APPLICABLE TELEPHONE CALL OR WEB CONFERENCE IN ACCORDANCE WITH ALL APPLICABLE LAWS AND ANY POLICIES APPLICABLE TO CUSTOMER.
- (ii) REVCOMM IS NOT RESPONSIBLE FOR DETERMINING WHETHER ANY PARTICULAR TELEPHONE CALL OR WEB CONFERENCE CAN BE OR HAS BEEN LEGALLY RECORDED.
- (iii) IF CUSTOMER HAS NOT RECEIVED ALL CONSENTS, THEN CUSTOMER SHALL NOT USE THE SERVICES.

(b) Customer Systems.

- (i) Notwithstanding anything to the contrary in this Agreement, Customer: (A) has and shall retain sole control over the security of, operation, maintenance, management of, and all access to and use of, Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through third-party services ("**Customer Systems**"), and Customer is solely responsible for obtaining all internet connectivity necessary to access and use the Services at all times during the Term; (B) shall at all times during the Term: (1) set up, maintain, and operate in good repair all Customer Systems on or through which the Services is accessed or used as necessary to enable RevComm to perform its obligations under this Agreement; (2) if applicable, provide RevComm personnel with such access to the Customer Systems as is necessary for RevComm to perform its obligations in connection with this Agreement; and (3) provide all cooperation and assistance as RevComm may reasonably request to enable RevComm to exercise its rights and perform its obligations in connection with this Agreement; and (C) is solely responsible for any security vulnerabilities and the consequences of such vulnerabilities arising from Customer Data, including any viruses, trojan horses, worms or other programming routines in Customer Data that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.
- (ii) Before permitting any Authorized User to access or use the Services, Customer shall properly inform Authorized Users of this TOS and ensure that Authorized Users fully understand this TOS.

(c) Biometric Data.

- (i) If Customer uses the Services in a jurisdiction that has legal requirements related to the collection, possession, processing, use, disclosure, and/or storage of biometric identifiers or biometric information ("**Biometric Data**"), including, without limitation, the Illinois Biometric Information Privacy Act ("**BIPA**") and the Texas Capture or Use of Biometric Identifier Act, then in addition to complying with all applicable legal requirements Customer shall obtain all required rights, consents, and releases in advance for RevComm to collect, possess, process, use, and store Biometric Data on Customer's behalf. If Customer's telephone call and/or web conference participants are residents of or located in Illinois or Texas, Customer shall provide a written notice and obtain an executed written release as required by BIPA for each telephone call and/or web conference participant which includes the following: (A) Customer uses RevComm as a service provider for speech analytics Services; (B) as part of the Services, Biometric Data may be collected, used, and stored by RevComm on behalf of Customer for purposes of analyzing the speech patterns of telephone call and/or web conference participants, for Customer's analytics purposes; (C) the length of term for which Biometric Data is being collected, stored, and used; (D) RevComm's [Speech Analytics Privacy Notice \(For US Users\)](#) ("**Speech Analytics Privacy Notice**"); (E) Biometric Data may be disclosed between Customer and RevComm as necessary to provide the Services; and (F) prior to using the Services, Customer shall obtain each telephone call and/or web conference participant's express, informed, written release and consent for Customer and RevComm to

collect, use, and store Biometric Data in accordance with the Illinois BIPA and as described in (A) through (E) of this Section 3(c)(i).

- (ii) IF CUSTOMER DOES NOT COMPLY WITH THESE REQUIREMENTS, CUSTOMER MAY NOT USE THE SERVICES. CUSTOMER AGREES TO COOPERATE WITH REVCOMM TO CONFIRM COMPLIANCE WITH THESE REQUIREMENTS UPON REVCOMM'S REQUEST, INCLUDING BY PROVIDING REVCOMM WITH VERIFICATION THAT CUSTOMER HAS OBTAINED THE REQUIRED WRITTEN RELEASES UNDER BIPA FROM EACH OF CUSTOMER'S TELEPHONE CALL AND/OR WEB CONFERENCE PARTICIPANTS. CUSTOMER HEREBY RELEASES REVCOMM FROM ALL DAMAGES, LIABILITIES, PENALTIES, FINES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) IN CONNECTION WITH ANY CLAIM, ACTION, AUDIT, SUIT, INVESTIGATION, OR OTHER PROCEEDINGS RELATED TO CUSTOMER'S FAILURE TO MEET SUCH REQUIREMENTS OR OTHERWISE COMPLY WITH APPLICABLE LAW.

4. Fees; Payment.

- (a) Customer shall pay RevComm the amounts set forth below ("**Fees**"):
  - (i) Consideration of the Services ("**Services Fees**") set forth in the applicable Order;
  - (ii) Taxes, levies, duties, or similar governmental assessment related to the Services Fees; and
  - (iii) Otherwise shall be paid by Customer.
- (b) Customer shall pay the Fees in accordance with an invoice issued by RevComm, by the method and by the due date set forth in the invoice.
- (c) Interest accrues from the due date so set forth at the lesser of 1.5% per month or the highest rate allowed by applicable law.
- (d) All fees are non-refundable.
- (e) RevComm may change the Fees by notifying Customer of such change at least one month before the end of the then-current term of the Order.

5. Term and Termination.

- (a) Term.
  - (i) This TOS will commence on the date when RevComm issues Customer's first ID, and this TOS will continue, unless terminated earlier in accordance with this TOS, until all Orders have expired or been terminated (the "**Term**"). The term of each Order will begin on the date when the Order has been entered into by the Parties, and each Order will continue, unless terminated earlier in accordance with this TOS, until the end of the term specified in the applicable Order.
  - (ii) The term of each Order will automatically renew for additional periods equal in length to the expiring term unless either Party provides notice of non-renewal at least 1 month prior to commencement of the next renewal term.
- (b) Termination.

Either Party may terminate this Agreement by written notice if the other Party is in material breach of this Agreement, where such material breach is not cured within 30 days after written notice of such breach from the non-breaching Party. RevComm reserves the right to change, suspend or discontinue all or any part of the Services at any time without prior notice or liability. Notwithstanding the foregoing, if Customer: (A) files a petition for bankruptcy or a petition for bankruptcy is filed against it; (B) commences corporate rehabilitation proceedings or

civil rehabilitation proceedings; (C) makes a general assignment for the benefit of creditors; (D) suffers or permits the appointment of a receiver for its business or assets; (E) transfers a substantial portion of its business assets; (F) becomes insolvent or is generally unable to pay its debts as they become due; or (G) resolves to wind up its operations, then RevComm may immediately terminate this Agreement by giving a written notice of termination to Customer provided however that RevComm will be relieved from its obligation to give such notice if Customer is unable to receive such notice.

(c) Effect of Termination; Survival.

Upon the effective date of expiration or termination of this TOS for any reason: (A) all outstanding Orders and access to the Services will automatically terminate; and (B) all outstanding payment obligations of Customer will become due and payable immediately. The following Sections of this TOS, and any defined terms and provisions required to interpret or enforce those Sections (but only to the extent required for such interpretation or enforcement), will survive the termination or expiration of this TOS: 2(b), 2(c), 2(d), 2(e), 3, 4, 5(c), 6, 7, 8, 9, 10, 11, 12 and 13.

6. Confidentiality.

(a) Definition.

**“Confidential Information”** means any information disclosed, directly or indirectly, by or on behalf of one Party (**“Discloser”**) to the other Party (**“Recipient”**) pursuant to this Agreement that: (A) is designated as “confidential,” or in some other manner to indicate its confidential nature; or (B) otherwise should reasonably be expected to be treated in a confidential manner based on the circumstances of its disclosure and the nature of the information itself. Without limiting the foregoing, the Services, except for the public-facing aspects of the Services, are RevComm’s Confidential Information, and the Customer Data are Customer’s Confidential Information. However, Confidential Information does not include any information which: (1) is or becomes generally known and available to the public through no act or omission of the Recipient; (2) was already in the Recipient’s possession without a duty of confidentiality owed to the Discloser at the time of the Discloser’s disclosure, as shown by the Recipient’s contemporaneous records; (3) is lawfully obtained by the Recipient from a third party who has the right to make such disclosure; or (4) is independently developed by the Recipient without breach of an obligation owed to the Discloser and without any use of or reference to the Discloser’s Confidential Information.

(b) Obligations.

- (i) The Recipient shall use the same efforts to protect the Discloser’s Confidential Information from loss or alteration, and unauthorized access, use or disclosure, that it uses to protect its own confidential information of similar sensitivity, but in no event will such efforts be less than reasonable efforts. The Recipient shall only use the Discloser’s Confidential Information to perform its obligations and exercise its rights under this Agreement.
- (ii) The Recipient shall not disclose or provide access to the Discloser’s Confidential Information to any third party without prior written consent by the Discloser except: (A) for disclosures to the Recipient’s: (1) officers, directors or employees with a need to know such information to perform its obligations under the Agreement and to subcontractors permitted under Section 13(b)(vi); or (2) lawyers and accountants or potential investors or acquirers (each in (1) and (2), a **“Permitted Recipient”**); provided that the Recipient imposes any obligation equivalent to the obligations assumed by the Recipient under this Agreement on such Permitted Recipients and (B) the Recipient may disclose the Discloser’s Confidential Information if it is compelled by applicable law to do so; provided the Recipient gives the Discloser prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Discloser’s cost, if the Discloser wishes to contest the disclosure. The Recipient shall promptly inform the Discloser in writing of any actual or suspected loss or alteration of, or unauthorized access to, use or disclosure of, Confidential Information. The Recipient will be liable for any breach of this Agreement by its Permitted Recipients.

7. Stored Information.

- (i) Customer is responsible for managing the information, including but not limited to voice data, that they have accumulated on the Services (“**Stored Information**”).
- (ii) RevComm will not inspect, verify, or disclose to any third party the content of such Stored Information. However, if any of the following items applies, Customer acknowledges and agrees that RevComm may view, verify, analyze, use, or disclose to a third party the content of such Stored Information.
  - (1) Where necessary to protect the life, health, property, or other serious interests of Customer or the public and in accordance with applicable laws;
  - (2) When disclosure is requested pursuant to laws and regulations or permitted under other laws and regulations;
  - (3) When Customer or an Authorized User has breached this Agreement or where necessary to confirm whether Customer has committed such breach;
  - (4) When RevComm checks whether or not the environment related to Customer is consistent with the conditions of usage applicable to Customer;
  - (5) Where necessary to conduct a survey or analysis for the operation of RevComm’s Services or to improve or enhance RevComm’s Services (including, but not limited to, automatic transcription of call contents, conversation analysis by AI, business efficiency evaluations, etc.), and, as applicable, in accordance with RevComm’s [Speech Analytics Privacy Notice](#); and
  - (6) When permitted under this Agreement and, as applicable, in accordance with RevComm’s [Speech Analytics Privacy Notice](#).

8. Representations and Warranties.

Customer represents and warrants that:

- (a) Customer will use the Services and provide Customer Data to RevComm in compliance with all applicable laws, rules and regulations and is solely responsible for the same;
- (b) Customer will only use the Services in accordance with the terms of this Agreement;
- (c) Customer Data and Feedback do not, and the use or exploitation of the same as contemplated in this Agreement, will not, infringe, misappropriate or violate the privacy rights, publicity rights, intellectual property or other rights of any third party, or any applicable laws, rules or regulations;
- (d) Customer has obtained and Customer will obtain all permissions or approvals from each applicable data source under all applicable laws, rules or regulations, including from its personnel and telephone call and web conference participants, as may be necessary or required to provide Customer Data or any other data to RevComm and to grant RevComm the rights in such Customer Data to perform its obligations and exercise its rights under this Agreement;
- (e) entering into this Agreement and performing Customer’s obligations under this Agreement do not, and will not, breach or otherwise conflict with Customer’s obligations to any third party;
- (f) Authorized Users are at least 18 years of age and otherwise have legal capacity; and
- (g) Customer has all required authority to enter into this Agreement.

9. Limitations on Liability and Disclaimers.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE FOLLOWING TERMS APPLY:

- (a) REVCOMM DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, LOSS OF DATA, ACCURACY OF RESULTS, OR OTHERWISE ARISING FROM A COURSE OF DEALING OR RELIANCE. WITHOUT LIMITING THE FOREGOING, REVCOMM DOES NOT REPRESENT OR WARRANT THAT: (i) THE SERVICES OR REPORTS WILL BE ERROR-FREE OR UNINTERRUPTED; (ii) THE SERVICES OR REPORTS WILL BE COMPATIBLE WITH ANY PARTICULAR DEVICE; (iii) ANY DATA PROVIDED BY OR THROUGH THE SERVICES OR REPORTS (INCLUDING ANY THIRD PARTY CONTENT) WILL BE ACCURATE OR COMPLETE; OR (iv) SECURITY MEASURES WILL BE SUFFICIENT TO PREVENT THIRD PARTY ACCESS TO CUSTOMER DATA OR CUSTOMER'S DEVICES OR ANY THIRD PARTY TECHNOLOGY USED IN CONNECTION WITH THE REVCOMM MATERIALS.
- (b) IN NO EVENT WILL REVCOMM BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, TREBLE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, DATA, OR ECONOMIC ADVANTAGE, AND COSTS OF SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS TERMINATION, HOWEVER CAUSED, AND BASED ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF REVCOMM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND REVCOMM'S TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THE ORDER(S) GIVING RISE TO THE CLAIM DURING THE 12-MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY.

10. Indemnification.

To the fullest extent permitted by law, Customer agrees to defend, indemnify and hold harmless RevComm, and its Affiliates (defined below), and their respective officers, directors, employees, shareholders, members, partners, consultants, agents, advisors, vendors and suppliers, from and against all expenses, losses or other liabilities incurred in connection with any third party claim (each, a "Claim") arising from or relating to: (i) any use or misuse of the Services by Customer; (ii) Customer Data; (iii) any breach of this TOS or violation of applicable law by Customer; and/or (iv) any alleged issue or problem arising from any use of Reports by Customer.

RevComm will provide notice to Customer of any Claim. RevComm reserves the right to assume the exclusive defense and control of any Claim if RevComm determines, in its sole discretion, that Customer is unwilling or incapable of sufficiently defending RevComm's interests in connection with the Claim.

Under such circumstances, Customer agrees to cooperate with RevComm to assist in the defense of the applicable Claim at Customer's sole expense. ("Affiliates" with respect to a Party, any entity that currently or in the future controls, is controlled by or is under common control with such Party for so long as such control exists, where "control" means ownership of more than or equal to twenty percent (20%) of the outstanding securities representing the right to vote for the election of directors or other managing authority of such Party.)



11. Trial Use.

Customer may engage in trial use of the Services for the purpose of validating the use of the Services for its own business; provided, however, that each Customer understands and acknowledges in advance that it may be restricted from using some of the features of the Services due to the nature of the trial use.

This section applies to such trial use. Unless otherwise provided, trial use of the Services shall be free of charge.

- (i) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, DURING THE TRIAL PERIOD THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND REVCOMM SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES OR REPORTS FOR THE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE REVCOMM’S LIABILITY WITH RESPECT TO THE SERVICES PROVIDED DURING THE TRIAL PERIOD SHALL NOT EXCEED \$100.
- (ii) WITHOUT LIMITING THE FOREGOING, REVCOMM DOES NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER’S USE OF THE SERVICES OR REPORTS DURING THE TRIAL PERIOD WILL MEET CUSTOMER’S REQUIREMENTS, (B) CUSTOMER’S USE OF THE SERVICES OR REPORTS DURING THE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED DURING THE TRIAL PERIOD WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO REVCOMM FOR ANY DAMAGES ARISING OUT OF CUSTOMER’S USE OF THE SERVICES OR REPORTS DURING THE TRIAL PERIOD, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER’S INDEMNIFICATION OBLIGATIONS HEREUNDER.

12. Dispute Resolution.

- (a) This Agreement is governed by the laws of the State of Delaware, excluding its conflicts of laws principles. If there is any dispute between the Parties arising out of this Agreement (each, a “**Dispute**”), then authorized representatives of each Party will negotiate in good faith to resolve the Dispute.
- (b) If such representatives cannot resolve the Dispute after no less than one month of good faith negotiations, then any such Dispute may be settled by binding arbitration under the Rules of the American Arbitration Association as presently in force (“**Rules**”) and by three arbitrators appointed in accordance with said Rules.
- (c) Judgment on the award rendered may be entered in any court having jurisdiction thereof. The place of arbitration will be San Francisco, California.

Any monetary award will be in U.S. dollars and the arbitration will be conducted in the English language. The Parties may apply to any court of competent jurisdiction for temporary or permanent injunctive relief, without breach of this Section 12 and without any abridgment of the powers of the arbitrator.

13. Miscellaneous.

(a) Federal Government End Use Provisions.

- (i) RevComm provides the Services, and all related software and technology, for ultimate U.S. federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as specified in this TOS.

(ii) This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation).

(iii) If a government agency has a need for rights not granted under this TOS, then it must negotiate with RevComm to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in the applicable Agreement.

(b) Assignment; Sub-Contract.

(i) This Agreement is binding upon and is for the benefit of the successors and permitted assigns of each Party.

(ii) Customer shall not assign this Agreement to any third party without RevComm's prior express written consent, which RevComm may withhold, condition or delay in its sole discretion.

(iii) "Assign" as used in the prior sentence includes any changes of control or sale of stock or assets of Customer.

(iv) RevComm may assign this Agreement in its sole discretion.

(v) Any attempt to assign this Agreement other than as permitted in this Section 13(b) will be void.

(vi) RevComm in its sole discretion may from time-to-time engage third parties to perform any of its obligations under this Agreement, including hosting or other services. RevComm will be responsible for ensuring all such parties comply with this Agreement.

(c) Severability.

If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, then: (A) it will be severed from this Agreement; (B) the court of competent jurisdiction will replace the severed provision with another provision that most closely reflects the Parties' original intent to the fullest extent permitted by law; and (C) this Agreement will remain in full force and effect.

(d) Entire Agreement; Order of Precedence.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter set forth in this Agreement and supersede any previous or contemporaneous communications or understandings, whether oral or written, express or implied.

(e) Waivers; Amendments.

(i) All waivers of rights arising under this Agreement shall be made in writing by the Party waiving rights. Customer understands and agrees that RevComm may change this Agreement at any time without prior notice.

(ii) RevComm will endeavor to provide Customer with prior notice of any material changes to this Agreement.

(iii) Customer may read a current, effective copy of this TOS at any time by selecting the appropriate link on the website where this TOS appear.

The revised TOS will become effective at the time of posting on the Services, and Customer's use of the Services after such time will constitute Customer's acceptance of the revised TOS.

If any change to this TOS is not acceptable to Customer, then Customer's sole remedy is to stop using the Services and to terminate this TOS. Notwithstanding the preceding sentences of this Section 13(e), no revisions to this TOS will apply to any dispute between Customer and RevComm that arose prior to the effective date of those revisions.

(f) Notices.

(i) All notices required or permitted under this Agreement will be in writing (including e-mail) and will be effective upon: (A) personal delivery; (B) the second business day after mailing; or (C) the day an electronic mail was sent. All notices to RevComm will be sent to: (1) RevComm Inc., 7<sup>th</sup> floor, HULIC Shibuya 1-chome building, 1-3-9, Shibuya, Shibuya-ku, Tokyo 150-0002, JAPAN, Attention: CEO or (2) support@revcomm.co.jp.

- (ii) All notices to Customer will be sent pursuant to the contact information provided to RevComm during Account registration. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section.

(g) Interpretation.

Unless a clear contrary intention appears: (A) any term defined in the singular includes the plural when required by the applicable context; (B) all references in this TOS to “Sections” are intended to refer to Sections in this TOS; and (C) the headings in this TOS are for convenience of reference only, will not be deemed to be a part of this TOS, and will not be referred to in connection with the construction or interpretation of this TOS.

(h) Relationship of the Parties.

The Parties are independent contractors, and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between them.

(i) Support.

Subject to Customer’s ongoing compliance with this Agreement (including timely payment of all applicable Fees (as defined in Section 4(a))), RevComm agrees to (A) provide reasonable technical support to Customer, by email or telephone, during RevComm’s normal business hours of 9am-5pm PST, excluding U.S. Federal holidays; (B) use commercially reasonable efforts to respond to support requests in a timely manner, and to resolve such issues by providing updates and/or workarounds to Customer, consistent with RevComm’s assigned severity level to the issues identified in such requests and their impact on Customer’s business operations, in RevComm’s reasonable discretion; and/or (C) provide such other support services as are specified in the applicable Order (if any).

**Enacted: October 5, 2022**

**Revised: November 15,2022**

**EXHIBIT A**  
**U.S. STATE PRIVACY LAW**  
**DATA PROCESSING ADDENDUM**

Pursuant to the TOS entered into between RevComm (“**Vendor**”) and Customer made available at <https://www.revcomm.co.jp/terms-english/> (together with other referenced policies and addenda in the TOS, the “**Agreement**”), the Parties hereby adopt this U.S. State Privacy Law Data Processing Addendum (“**U.S. State DPA**”) for so long as Vendor processes Personal Data on behalf of Customer. This U.S. State DPA prevails over any conflicting terms of the Agreement.

Capitalized terms used but not defined in this U.S. State DPA have the meanings given to them in the Agreement.

1. **Definitions.** For the purposes of this U.S. State DPA—

- 1.1. “**State Privacy Laws**” means, collectively, all U.S. state privacy laws and their implementing regulations, as amended or superseded from time to time, that apply generally to the processing of individuals’ Personal Data and that do not apply solely to specific industry sectors (e.g., financial institutions), specific demographics (e.g., children), or specific classes of information (e.g., biometric information), including, but not limited to the California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020 (California Civil Code §§ 1798.100 to 1798.199) (“**CPRA**”).
- 1.2. “**Personal Data**” means “Personal Data” or “Personal Information” as those terms are defined in State Privacy Laws.
- 1.3. “**Share**,” “**Shared**,” and “**Sharing**” have the meaning defined in the CPRA.
- 1.4. “**Sale**” and “**Selling**” have the meaning defined in the State Privacy Laws.
- 1.5. “**Controller**” means “Controller” or “Business” as those terms are defined in the State Privacy Laws.
- 1.6. “**Processor**” means “Processor,” “Service Provider,” or “Contractor” as those terms are defined in the State Privacy Laws.
- 1.7. “**Consumer**” has the meaning defined in the State Privacy Laws.
- 1.8. “**Processing**,” “**Process**,” and “**Processed**” have the meaning defined in the State Privacy Laws.
- 1.9. “**Customer Personal Data**” means Personal Data provided by Customer to, or which is collected on behalf of Customer by, Vendor to provide services to Customer pursuant to the Agreement.
- 1.10. In the event of a conflict in the meanings of defined terms in the State Privacy Laws, the meaning from the law applicable to the state of residence of the relevant Consumer applies.

2. **Scope, Roles, and Termination.**

- 2.1. *Applicability* - This U.S. State DPA applies only to Vendor’s Processing of Customer Personal Data for the nature, purposes, and duration set forth in Appendix A.
- 2.2. *Roles of the Parties* - For the purposes of the Agreement and this U.S. State DPA, Customer is the Party responsible for determining the purposes and means of Processing Customer Personal Data as the Controller and appoints Vendor as a Processor to Process Customer Personal Data on behalf of Customer for the limited and specific purposes set forth in Appendix A.
- 2.3. *Obligations at Termination* - Upon termination of the Agreement, except as set forth therein or herein, Vendor will discontinue Processing and destroy Customer Personal Data in its or its subcontractors and sub-processors possession without undue delay. Vendor may retain Customer Personal Data to the extent required by law but only to the extent and for such period as required by such law and always provided that Vendor shall ensure the confidentiality of all such Customer Personal Data.

### 3. **Compliance.**

- 3.1. *Compliance with Obligations* - Vendor, its officers, directors, employees, agents, subcontractors, and sub-processors (a) shall comply with the obligations of the State Privacy Laws, (b) shall provide the level of privacy protection required by the State Privacy Laws, and (c) shall provide Customer with all reasonably-requested assistance to enable Customer to fulfill its own obligations under the State Privacy Laws. Upon the reasonable request of Customer, Vendor shall make available to Customer reasonably necessary information in Vendor's possession necessary to demonstrate Vendor's compliance with this subsection.
- 3.2. *Compliance Assurance* - Customer has the right to take reasonable and appropriate steps to ensure that Vendor uses Customer Personal Data consistent with Customer's obligations under applicable State Privacy Laws.
- 3.3. *Compliance Monitoring* - Customer has the right to monitor Vendor's compliance with this U.S. State DPA through measures, including, but not limited to, ongoing manual reviews, automated scans, regular assessments, audits, or other annual technical and operational testing at least once every 12 months.
- 3.4. *Compliance Remediation* - Vendor shall notify Customer no later than five business days after determining that it can no longer meet its obligations under applicable State Privacy Laws. Upon receiving notice from Vendor in accordance with this subsection, Customer may direct Vendor to take reasonable and appropriate steps to stop and remediate unauthorized use of Customer Personal Data.
- 3.5. *Security* - The Parties shall implement and maintain no less than commercially reasonable security procedures and practices, appropriate to the nature of the information, to protect Customer Personal Data from unauthorized access, destruction, use, modification, or disclosure.

### 4. **Restrictions on Processing.**

- 4.1. *Limitations on Processing* - Vendor will Process Customer Personal Data solely as instructed in the Agreement and this U.S. State DPA. Except as expressly permitted by the State Privacy Laws, Vendor is prohibited from (i) Selling or Sharing Customer Personal Data, (ii) retaining, using, or disclosing Customer Personal Data for any purpose other than for the specific purpose of performing the Services specified in Appendix A, (iii) retaining, using, or disclosing Customer Personal Data outside of the direct business relationship between the Parties, and (iv) combining Customer Personal Data with Personal Data obtained from, or on behalf of, sources other than Customer, except as expressly permitted under applicable State Privacy Laws.
- 4.2. *Confidentiality* - Vendor shall ensure that its officers, directors, employees, agents, subcontractors, and sub-processors are subject to a duty of confidentiality with respect to Customer Personal Data.
- 4.3. *Subcontractors; Sub-processors* - Vendor may subcontract or sub-process; provided that Vendor shall ensure that its subcontractors or sub-processors who Process Customer Personal Data on Vendor's behalf agree in writing to the same or equivalent restrictions and requirements that apply to Vendor in this U.S. State DPA and the Agreement with respect to Customer Personal Data, as well as to comply with the applicable State Privacy Laws.

### 5. **Consumer Rights.**

- 5.1. Vendor shall provide commercially reasonable assistance to Customer for the fulfillment of Customer's obligations to respond to State Privacy Law-related Consumer rights requests regarding Customer Personal Data.
- 5.2. Customer shall inform Vendor of any Consumer request made pursuant to the State Privacy Laws that they must comply with. Customer shall provide Vendor with the information necessary for Vendor to comply with the request.

6. **Exemptions.**

- 6.1. Notwithstanding any provision to the contrary of the Agreement or this U.S. State DPA, the terms of this U.S. State DPA shall not apply to Vendor's Processing of Customer Personal Data that is exempt from applicable State Privacy Laws.

7. **Changes to Applicable Privacy Laws.**

- 7.1. The Parties agree to cooperate in good faith to enter into additional terms to address any modifications, amendments, or updates to applicable statutes, regulations or other laws pertaining to privacy and information security, including, where applicable, the State Privacy Laws.

### **Appendix A - Processing Details**

<b>Nature of the Processing</b>	<b>The Personal Data will be processed as described in the Agreement and the Privacy Policy.</b>
<b>Purpose(s) of the Processing</b>	<p><b>The Personal Data will be processed for the provision of the Services as described in the Agreement and the Privacy Policy, in particular to:</b></p> <ul style="list-style-type: none"><li>● <b>Analyze telephone sales and customer service calls;</b></li><li>● <b>Analyze and transfer contents of digital conferences;</b></li><li>● <b>Facilitate digital conferences between users and third-party participants; and</b></li><li>● <b>Store Personal Data from digital conferences, calls, emails, webinars and other audio, video, image or text-based communications.</b></li></ul>
<b>Types of Customer Personal Data Subject to Processing</b>	<p><b>The categories of Personal Data subject to Processing may include the contents of digital conferences as described in the Privacy Policy, including the conferences’:</b></p> <ul style="list-style-type: none"><li>● <b>Audio, video, images, and text-based communications; and</b></li><li>● <b>Information that directly identifies conference or communication participants, such as names, titles, and contact information.</b></li></ul>
<b>Duration of Processing</b>	<b>For as long as necessary taking into account the purpose of the Processing, and in compliance with applicable laws, including laws on the statute of limitations and State Privacy Laws.</b>