

## REMIND TERMS AND CONDITIONS ADDENDUM

**IMPORTANT - PLEASE READ CAREFULLY:** THIS REMIND SERVICES ADDENDUM ("**ADDENDUM**") IS A LEGAL AGREEMENT BETWEEN YOU ("**CUSTOMER**") AND FLOQAST, INC. ("**FLOQAST**") THAT GOVERNS YOUR USE AND ACCESS TO FLOQAST'S REMIND SOFTWARE AS A SERVICE ("**REMIND SERVICES**"), AND IS HEREBY MADE A PART OF THE FLOQAST CLOSE MANAGEMENT SOFTWARE SERVICES AGREEMENT ("**AGREEMENT**") BETWEEN THE PARTIES. CAPITALIZED TERMS NOT DEFINED HEREIN SHALL HAVE THE MEANING ASCRIBED TO THEM IN THE AGREEMENT.

BY ACCEPTING THIS ADDENDUM, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE OR BY EXECUTING AN ORDER REFERENCING THIS ADDENDUM, CUSTOMER AGREES TO THE TERMS OF THIS ADDENDUM. IF CUSTOMER IS ENTERING INTO THIS ADDENDUM ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY (OR IS USING A CORPORATE EMAIL DOMAIN TO SIGN-IN), CUSTOMER REPRESENTS THAT IT HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS ADDENDUM, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF CUSTOMER DOES NOT HAVE SUCH AUTHORITY, OR IF IT DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, CUSTOMER MUST NOT ACCEPT THIS ADDENDUM AND MAY NOT USE THE REMIND SERVICES.

This Addendum was last updated on September 15, 2020. It is effective between Customer and FloQast as of the date Customer accepts this Addendum as set forth above.

### 1. Remind Services

1.1 FloQast will provide Customer access to the Remind Services as set forth herein. The ReMind Services shall be deemed "Software" as set forth in the Agreement, and Customer Data includes all information that any third party uploads to the Software. If Customer has purchased a subscription to the ReMind Services by executing an Order or completing an online ordering process, then the ReMind Services shall be provided in material conformity with the Documentation.

1.2 FloQast may make ReMind Services available free of charge to select customers. If Customer has been granted access to the ReMind Services for free, the following terms shall apply notwithstanding anything to the contrary in the Agreement or this Addendum:

(a) Customer's use of the ReMind Services is subject to limitations on Users, email templates, and other metrics as set forth in the Documentation, and Customer shall comply with all such limitations. If Customer exceeds these limits, FloQast may limit Customer's use of the ReMind Services. Free access to the ReMind Services does not include any Support Services or Quick Start Services. "Users" means individuals who are authorized by Customer to use the Remind Services, subject to any limitations on quantity and type set forth in the Agreement.

(b) FloQast is not obligated to maintain any features or functions of the ReMind Services, and may change, remove, or add to the ReMind Services at its sole discretion, or not provide access to the ReMind Services at all. FloQast may terminate Customer's access to the ReMind Services at any time by providing notice to Customer through the ReMind Service, by email, or through any other reasonable method. Customer is solely responsible for exporting any Customer Data submitted to the ReMind Service prior to termination. FloQast shall not have any obligation to maintain or provide access to Customer Data after termination of the free access period, except as may be required by law.

(c) THE REMIND SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTIES OR INDEMNIFICATION OBLIGATIONS OF ANY TYPE FROM FLOQAST OR ITS LICENSORS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FLOQAST MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE REMIND SERVICES AND RELATED DOCUMENTATION. FLOQAST DOES NOT WARRANT THAT (1) THE REMIND SERVICES WILL BE AVAILABLE, ERROR FREE, OR UNINTERRUPTED, OR (2) CUSTOMER’S USE OF THE REMIND SERVICES WILL MEET CUSTOMER’S REQUIREMENTS. CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO FLOQAST AND ITS AFFILIATES FOR ANY DAMAGES OR LOSSES ARISING OUT OF CUSTOMER’S USE OF THE REMIND SERVICES, ANY BREACH BY CUSTOMER OF THIS AGREEMENT, AND ANY OF CUSTOMER’S INDEMNIFICATION OBLIGATIONS. FLOQAST SHALL NOT HAVE ANY LIABILITY OF ANY TYPE WITH RESPECT TO THE REMIND SERVICES UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW, IN WHICH CASE FLOQAST’S TOTAL LIABILITY WITH RESPECT TO THE REMIND SERVICES SHALL NOT EXCEED \$1,000.00. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOQAST SHALL NOT HAVE ANY LIABILITY FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF FLOQAST OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF ANY REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

## 2. Customer Data and Personal Information

2.1 Customer hereby grants FloQast the right to use Customer Data to provide, maintain, and improve the ReMind Services, and as otherwise permitted by applicable law. Customer shall be solely responsible for the content, accuracy, and integrity of the Customer Data. Customer represents and warrants that (1) it has collected and processed Customer Data in accordance with all applicable laws, (2) it has received all necessary consents and rights to provide Customer Data to FloQast for the purposes hereunder, and (3) the provision of Customer Data to FloQast does not violate and will not violate any law, agreement, or legal duty of Customer’s. Customer shall not submit to FloQast any information which is not necessary for FloQast’s performance of the ReMind Services. The parties acknowledge that, without limitation, the following data is not necessary for FloQast’s performance of the ReMind Services: personal health or medical information, genetic or biometric information, social security numbers or similar government identifiers, consumer credit card information, information regarding sexual practices or orientation, religious or philosophical beliefs, racial or ethnic origin, political opinions, home addresses, or geolocation data.

2.2 Customer may submit to the Remind Service Customer Data that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular natural person who is a resident of California, or with their household (“Personal Info”), and all such information shall be deemed Confidential Information. FloQast will not retain, use, or disclose the Personal Info for any purpose other than for the specific purpose of performing this Agreement. FloQast will not further collect, sell, or use the Personal Info except as necessary to perform this Agreement. FloQast will delete the Personal Info from its records upon request by Customer, unless it is otherwise necessary to retain such information under applicable law. The provision of Personal Info is not a component of the exchange of consideration, and therefore the provision of Personal Info is not a sale of such information. FloQast will not sell the Personal Info. FloQast hereby certifies that it understands the restrictions on the sale, retention, use, and disclosure of Personal Info herein and as set forth in applicable law, and will comply. If an individual contacts FloQast regarding their Personal Info, FloQast will inform the individual that the request cannot be acted upon because the request has been

sent to a service provider. To the extent Customer Data includes any personal data governed by the Regulation (EU) 2016/679 (General Data Protection Regulation), the parties hereby agree that unless the parties have already entered into a DPA, then such data shall be governed by FloQast's standard data processing addendum located at <https://floqast.com/docs/DPA.pdf> ("DPA"), where Customer shall be the Controller. The DPA is hereby made a part of this Agreement.

### 3. Indemnity

3.1 In addition to any other indemnification obligations of Customer set forth in this Agreement, Customer shall indemnify, defend, and hold FloQast and its affiliates harmless from and against any and all claims made, or asserted, or threatened by any third party and all related losses, expenses, damages, injuries, judgments, costs, expenses, fees and liabilities, including reasonable attorneys' fees and expenses incurred in investigation or defense or otherwise in enforcing this provision, arising out of or related to the Customer Data, or a violation of any applicable law, including the CAN-SPAM Act. If Customer does not participate in the defense of a claim covered by this Section, FloQast, in addition to its defense rights under this Section, will have the right to defend the claim in such manner as it may deem appropriate, at Customer's cost and expense (including, without limitation, reasonable attorneys' fees incurred by FloQast and its Affiliates). Customer will promptly reimburse each FloQast and its Affiliates for all such costs and expenses, demand for which may be made periodically. The limitations set forth in Section 9 of the Agreement (Limitation of Liability for Damages) shall not apply to these indemnity obligations.

3.2 FloQast strictly prohibits the sending of any unsolicited commercial email, commonly known as spam, using FloQast's ReMind Services. When sending emails via the ReMind Services, Customer agrees to import, access or otherwise use only permission-based email lists. Spam, as used herein, is any email sent by Customer to someone who has not given Customer their direct permission to contact them on the topic of the email. If Customer does not have explicit, provable and recent permission (obtained within the last 18 months) to contact recipients, FloQast reserves the right to suspend Customer's access to FloQast's email functionality. Customer agrees and warrants that it will not (1) engage in any spamming activity via the ReMind Services; (2) violate any U.S. or foreign spamming, junk mail or other related laws or regulations prohibiting or discouraging unsolicited e-mail; (3) mail to distribution lists, newsgroups, or spam email addresses; (4) access or otherwise use third-party mailing lists in connection with preparing or distributing unsolicited email to any third party; (5) use the ReMind Services to send content that links to or displays nudity, obscene content, gambling related content, payday lender related content, pharmaceutical related content, illegal software, viruses, or to distribute any other content that FloQast, in its reasonable discretion, deem inappropriate; (6) use the ReMind Services for any unlawful purposes; (7) transmit or solicit any material that violates any applicable local, state, federal, and international laws and regulations (which may include material that is obscene, threatening, harassing, libelous); or (8) use the ReMind Services in any way that violates the intellectual property rights or any other rights of a third party.

### 4. Relation to Agreement

4.1 With respect to the ReMind Services, this Addendum shall control if in conflict with the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect.