

PLEASE REVIEW THESE TERMS CAREFULLY. BY REGISTERING FOR AN ACCOUNT OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING ANY UPDATES OR REVISIONS TO THE TERMS OR ANY POLICY. THIS AGREEMENT PROVIDES THAT ALMOST ALL DISPUTES BETWEEN YOU AND US ARE SUBJECT TO BINDING ARBITRATION AS WELL AS A WAIVER OF CLASS ACTION RIGHTS AND ANY RIGHT TO A JURY TRIAL AS DETAILED IN THE ARBITRATION AND CLASS ACTION WAIVER SECTION BELOW. BY ENTERING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO SUE IN COURT, HAVE YOUR CLAIMS HEARD BY A JURY, AND TO BE PART OF A CLASS OR COLLECTIVE ACTION, TO RESOLVE THESE DISPUTES, AS EXPLAINED IN MORE DETAIL IN THAT SECTION.

1. Acceptance of Terms

1. This Agreement (this "**Agreement**"), including the BINDING ARBITRATION AND CLASS ACTION WAIVER CONTAINED HEREIN, is entered into by and between Focus Forward ("**we**," "**us**," or "**our**") and you ("**Customer**," "**you**" or "**your**") (each herein also referred to individually as a "Party," or collectively as the "Parties").
2. Focus Forward offers simple and efficient transcription, video caption, translation and other related document services through its proprietary online platform accessible from the website and associated domains of <https://www.focusfwd.com>, <https://www.fftranscription.com> (collectively, "**Site**") and Focus Forward's desktop or mobile applications ("**Apps**"), all of which may be updated from time-to-time, including any successor websites and domains, and web, mobile or desktop applications (the Site together with the Apps, the "**Service**"). Any access to or use of the Service is subject to the terms and conditions in the Terms of Service ("**Terms**") set forth herein. Focus Forward may, at its discretion, update the Terms at any time. You can access and review the most current version of the Terms at the URL for this page or by clicking on the "Terms of Service" link within the Service or as otherwise made available by Focus Forward.
3. If you are entering into the Terms on behalf of a company or other legal entity, you represent and warrant that you are authorized and lawfully able to bind such entity to the Terms, in which case "**you**" shall refer to such entity. You represent and warrant that you are:
 1. over eighteen (18) years of age or the age of majority in your jurisdiction, whichever is greater;
 2. of legal age to form a binding contract;

3. not a person barred from using the Service under the laws of your country of residence or any other applicable jurisdiction;
4. not located in a country that is subject to a U.S. Government embargo or designated by the U.S. Government as a "terrorist supporting" country; and
5. not listed on any U.S. Government list of prohibited or restricted parties, including the Specially Designated Nationals List.

IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICE.

2. **Grant of Rights.** Focus Forward grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to (a) access and view pages within the Service; (b) to access and use any online software, applications or other similar components made available through the Service, only within the Service and only in the form found within the Service; and (c) install, run and use the Apps on a device that you own and control, in executable, machine-readable, object code form only. All rights granted to you under this Agreement are subject to your compliance with the Terms in all material respects.

3. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY:

1. **FOCUS FORWARD'S LIABILITY ARISING FROM (i) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, (ii) FRAUDULENT MISREPRESENTATION, OR (iii) ANY OTHER LOSS OR DAMAGES FOR WHICH SUCH LIMITATION IS EXPRESSLY PROHIBITED BY APPLICABLE LAW, SHALL BE UNLIMITED.**
2. **SUBJECT TO SECTION 3(a), THE MAXIMUM AGGREGATE MONETARY LIABILITY OF Focus Forward AND ANY OF ITS REPRESENTATIVES IN CONNECTION WITH THIS AGREEMENT UNDER ANY THEORY OF LAW SHALL NOT EXCEED ACTUAL DAMAGES INCURRED UP TO THE GREATER OF:**
 1. **AN AMOUNT EQUAL TO SIX TIMES THE FEES PAYABLE BY CUSTOMER FOR THE USE OF THE SERVICES THAT ARE THE SUBJECT OF THE CLAIM IN THE FIRST MONTH IN WHICH FEES ARE CHARGED UNDER THIS AGREEMENT, OR**
 2. **THE TOTAL AMOUNT PAID BY CUSTOMER TO Focus Forward FOR THE USE OF THE PLATFORM OR SERVICES THAT ARE THE SUBJECT OF THE CLAIM IN THE 12 MONTHS**

IMMEDIATELY PRECEDING THE EVENT(S) THAT FIRST GAVE RISE TO THE CLAIM.

3. **THE TERMS REQUIRE BINDING ARBITRATION TO RESOLVE ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THE TERMS OR YOUR ACCESS TO OR USE OF THE SERVICE, INCLUDING THE VALIDITY, APPLICABILITY OR INTERPRETATION OF THE TERMS (EACH, A "CLAIM"), AND YOU AGREE THAT ANY SUCH CLAIM SHALL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE ACTION, ARBITRATION OR OTHER SIMILAR PROCESS. PLEASE REVIEW SECTIONS 11(j) and 11(k) CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE RESOLUTION OF ANY CLAIM.**

4. Definitions

1. "**Applicable Law**" means all applicable laws and regulations, including any relating to workplace safety, anti-money laundering, anti-corruption, privacy, data protection, export control or transactions with foreign nationals.
2. "**Aggregate Data**" means data that has been aggregated in a manner that does not reveal any personal information and cannot reasonably be used to identify Customer or End Users as the source of such data.
3. "**Agreement**" (including, without limitation, the term "this Agreement") means, collectively, the Terms, any Policy, and other addenda which govern Customer's use of the Platform or FOCUS FORWARD'S provision of Service.
4. "**Credentials**" means any user accounts, passwords and other authentication credentials associated with use of the Platform by Customer or End Users.
5. "**Customer Data**" means all information, content, data and other materials that Customer and End Users submit, upload, email, transmit, process or otherwise make available through the Platform.
6. "**Customer Facilities**" means Credentials, and any other account, hardware, platform, system or facility within Customer's custody or control.
7. "**Emergency Security Issue**" means any: (i) use of the Platform by Customer or End Users that disrupts or is reasonably likely to disrupt the availability of the Platform to other users; or (ii) access to the Platform by any unauthorized third party through use of any Customer Facilities.

8. "**End Users**" means Customer's employees and contractors who access and use the Platform pursuant to this Agreement.
9. "**Intellectual Property**" means all rights associated with patents and inventions; copyrights, mask works and other works of authorship (including moral rights); trademarks, service marks, trade dress, trade names, logos and other source identifiers; trade secrets; software, databases and data; and all other intellectual property and industrial designs.
10. "**Platform**" means FOCUS FORWARD'S proprietary platform for simple and efficient transcription, video caption, translation and other related document services.
11. "**Policy**" means any privacy or security policy and other guidelines instituted by Focus Forward or its licensors or service providers, as may be updated from time to time.
12. "**Suggestions**" means any suggestions, comments, ideas, improvements or other feedback relating to the Platform that Customer or End Users elect to provide or make available to Focus Forward.
13. "**Support**" means the maintenance and support services for the Platform to be provided by Focus Forward to Customer as specified in Schedule 1.

5. Customer Obligations

1. Your Registration Obligations: You are required to register with Focus Forward in order to access and use the Service. You agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's registration form. Registration data and certain other information about you are governed by our Privacy Policy, which can be found at [\[\]](#).
2. Account, Password and Security: You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (i) immediately notify Focus Forward of any unauthorized use of your password or account or any other breach of security, and (ii) ensure that you exit from your account at the end of each session when accessing the Service. Focus Forward will not be liable for any loss or damage arising from your failure to comply with this Section.
3. Restrictions. Except as expressly permitted under this Agreement, Customer shall not itself, nor shall it permit any other party to: (i) reproduce, modify, translate, adapt or create derivative works based upon the Platform; (ii) reverse engineer, decode, decompile,

disassemble or otherwise attempt to access or derive the source code or architectural framework of the Platform; (iii) access the Platform for purposes of benchmarking or developing, marketing, selling or distributing any product or service that competes with or includes features substantially similar to the Platform; (iv) take any action that imposes an unreasonable or disproportionately heavy load on the Platform or its infrastructure or that negatively affects the ability of others to access or use the Platform; (v) rent, lease, lend, sell or sublicense the Platform or otherwise provide access to the Platform as part of a service bureau or similar fee-for-service purpose; or (vi) use the Platform in any way that does not comply with all Applicable Law.

4. Content. You acknowledge and agree that all information, data, data records, databases, text, software, music, sounds, photographs, images, graphics, videos, messages, scripts, tags and other materials accessible through the Service, whether publicly posted or privately transmitted ("Content"), are the sole responsibility of the person from whom such Content originated. This means that you, and not Focus Forward, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available through the Service. You acknowledge and agree that by accessing or using the Service, Focus Forward may receive certain information about you and any other third parties included in Content, including personal information, and Focus Forward may collect, use, disclose, store and process such information in accordance with the Focus Forward Privacy Policy. You acknowledge and agree that Focus Forward has no obligation to pre-screen Content, although Focus Forward reserves the right in its sole discretion to pre-screen, refuse or remove any Content.

Without limiting the generality of the foregoing sentence, the following are examples of the kind of content and/or use that is illegal or prohibited by Focus Forward and you agree not to use the Service to:

1. email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of Focus Forward, is objectionable or which restricts or inhibits any other person from using or enjoying the

Service, or which may expose Focus Forward or its users to any harm or liability of any type;

2. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
3. violate any applicable local, state, national or international law, or any regulations having the force of law;
4. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
5. solicit personal information from anyone;
6. harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
7. advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
8. further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
9. obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.
10. upload any non-public, sensitive financial or medical information of any nature, or any non-public, sensitive personal data (e.g., social security numbers, driver's license numbers, personal bank account numbers, passport or visa numbers and credit card numbers).

Focus Forward reserves the right to investigate and take appropriate legal action against anyone who, in Focus Forward's sole discretion, violates this provision, including without limitation, removing the offending content from the Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities.

5. **Technical Requirements.** Customer and End Users shall be solely responsible for obtaining, configuring and maintaining any hardware, network connectivity and third-party software and services required to access or provide access to the Platform, including the Customer

Facilities and any other computers, mobile devices, operating systems, web browsers and storage devices.

6. Protection. Customer shall be solely responsible for protecting the confidentiality of Credentials and all activities undertaken using Customer Facilities. In the event that Customer becomes aware of any unauthorized access to or use of the Platform, Customer shall promptly give written notice to Focus Forward of such unauthorized access or use and make reasonable efforts to eliminate such unauthorized access or use. Customer shall at all times implement appropriate security policies and procedures and access control methodologies to safeguard access to and use of the Platform. All such measures shall comply with prevailing industry standards but in no case consist of less than reasonable care.
7. Customer Back-Up. Customer acknowledges that Focus Forward may establish general practices and limits concerning use of the Platform, including without limitation the maximum period of time that Customer Data will be retained by the Platform and the maximum storage space that will be allotted on Focus Forward's servers on Customer's behalf. Customer shall be responsible for backing-up Customer Data.
8. Compliance with Law. Customer shall be solely responsible for complying with Applicable Law relating to Customer's access to and use of the Platform and its collection, storage, processing and use of Customer Data.
9. Policies. In addition to the terms and conditions of this Agreement, access to and use of the Platform shall comply with and be subject to any Policies.

6. Fees

1. Fees. To use the Services, you will be required to make one or more payments and provide Focus Forward information regarding your credit card or other payment instrument. You represent and warrant to Focus Forward that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay Focus Forward the amount that is specified in the Service in accordance with the terms therein and this Agreement. Prepayments shall be nonrefundable and may only be used for future services. Customer is responsible for any wire transfer fees. All fees specified herein are denominated in United States dollars unless otherwise specified.

2. Invoicing. Focus Forward may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Focus Forward thirty (30) days after the mailing date of the invoice, or the Services may be suspended. Unpaid invoices are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower. If you dispute any charges you must let Focus Forward know within thirty (30) days after the date that Focus Forward invoices you.
3. Pricing. We reserve the right to change Focus Forward's prices at any time without notice. FOCUS FORWARD'S pricing will be reflected on the Site. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount.
4. Duplicative Uploads. Customer acknowledges and agrees that it shall be responsible for duplicative uploads of content or selecting the incorrect service type.
5. Taxes. Any and all amounts payable hereunder by Customer are exclusive of any value-added, sales, use, excise or other similar taxes (collectively, "Taxes"). Customer shall be solely responsible for paying all applicable Taxes.

7. Intellectual Property

1. Responsibility for Data. Customer and End Users, and not Focus Forward, are solely responsible for all Customer Data and giving all required notices and obtaining all necessary consents (including all required permissions from Intellectual Property holders) before submitting Customer Data through or to the Platform. Customer and End Users shall not submit, upload, email, transmit or otherwise make available through the Platform any data not owned by Customer or End Users or for which Customer and End Users do not have all necessary authorization to submit, upload, email, transmit or otherwise make available through the Platform.
2. Customer Ownership. Focus Forward acknowledges and agrees that, as between Customer and Focus Forward, Customer owns all rights, title and interest (including all Intellectual Property) in and to Customer Data and any translations, transcriptions, or captions of such Customer Data. During the term of this Agreement, Customer hereby grants Focus Forward and its service providers a worldwide, royalty-free, non-exclusive license to use, reproduce, modify, adapt, create derivative works from, perform, display, distribute, make and have made Customer Data (including Aggregate Data) as necessary for Focus Forward to: (i) provide access to the Platform to Customer and End Users (including any maintenance,

calibration, diagnostic and troubleshooting); and (ii) monitor the performance of the Platform.

3. Focus Forward Ownership. Customer acknowledges and agrees that, as between Focus Forward and Customer, Focus Forward owns all right, title and interest (including all Intellectual Property) in and to the Platform and all improvements, enhancements or modifications thereto, including all data therein (except for Customer Data).
4. Aggregate Data. Customer acknowledges and agrees that Focus Forward may collect or generate Aggregate Data in connection with providing Customer and End Users with access to the Platform, and Customer hereby grants Focus Forward and its service providers a perpetual, irrevocable, worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable license to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make and have made Aggregate Data for any lawful purpose.
5. Suggestions. You acknowledge and agree that any Suggestions provided by you to Focus Forward are non-confidential, shall become the property of Focus Forward and Focus Forward will be entitled to the unrestricted use and dissemination of these Suggestions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.
6. Intellectual Property Notices. Customer shall not remove, obscure or modify in any way any copyright or trademark notices or other notices or disclaimers that appear within the Platform or any other materials made available by Focus Forward.
7. Reservation of Rights. Each of the parties reserves all rights not expressly granted under this Agreement.
8. Third-Party Software. Some components of the Platform may be provided with or have incorporated into them third-party software licensed under open source license agreements or other third-party license terms ("Third-Party Software"). Customer acknowledges and agrees that: (i) Focus Forward has no proprietary interest in any Third-Party Software; (ii) notwithstanding anything to the contrary, any Third-Party Software is provided "AS IS," with all faults, and neither the licensor of Third-Party Software nor Focus Forward shall be liable for any direct, indirect, incidental, special, punitive or consequential damages, or lost profits or cost of cover, relating to arising from Third-Party Software, including access to or use of Third-Party Software; and (iii) Third-Party Software may be subject to separate terms and conditions set forth in the respective license agreements relating to such software.

8. Term, Suspension and Termination

1. **Term.** The term of this Agreement will commence on the date you begin using the Service and will continue as long as you maintain a Focus Forward account, unless terminated by either party in accordance with the terms of this Agreement. Either party may terminate this agreement upon 30 days written notice to the other party.
2. **Suspension.** Focus Forward reserves the right to suspend Customer or any End User's access to the Platform in the event of an Emergency Security Issue. Focus Forward will make commercially reasonable efforts to limit suspension to the minimum extent and duration necessary to eliminate the Emergency Security Issue. Focus Forward further reserves the right to suspend or revoke access to the Platform by any End User who violates this Agreement or any Policy.
3. **Termination for Cause.** Notwithstanding anything to the contrary, this Agreement may be terminated as follows: (i) by the non-breaching party upon a material breach of this Agreement by the other party, which breach is not cured within thirty (30) days after receipt of written notice from the non-breaching party; or (ii) by either party in the event the other party becomes insolvent or bankrupt; becomes the subject of any proceedings under bankruptcy, insolvency or debtor's relief law; has a receiver or manager appointed; makes an assignment for the benefit of creditors; or takes the benefit of any Applicable Law in force for the winding up or liquidation of such party's business.
4. **Events Upon Termination.** Upon expiration or termination of this Agreement for any reason: (i) all rights granted by the parties under this Agreement shall immediately terminate; and (ii) Customer shall immediately cease all use of the Platform made available under this Agreement. Upon expiration or termination of this Agreement each party shall immediately cease all use of the other party's Confidential Information (as defined in Section 10(a) and upon written request, destroy all copies of such Confidential Information that are within its custody or control. Notwithstanding the termination of this Agreement for any reason, neither party will be relieved of any duty, obligation, debt or liability that arose or accrued prior to the effective date of termination. Within 30 days of Termination, Focus Forward will return any prepaid, unused fees.
5. **Survival.** Any provision that, by its terms, is intended to survive the expiration or termination of this Agreement shall survive such expiration or termination, including Sections: 3 (Limitation of Liability); 5 (Fees); 6 (Intellectual Property); 7(d) (Events Upon Termination); 7(e)

(Survival); 8 (Indemnification); 9 (Confidential Information); 10 (Disclaimer of Warranties) and 11 (Miscellaneous).

9. Indemnification

1. Focus Forward Indemnification. Focus Forward will defend Customer against any claim, demand, suit, or proceeding ("**Claim**") made or brought against Customer by a third party alleging that the use of the Focus Forward Service as permitted hereunder infringes or misappropriates a United States patent, copyright or trade secret and will indemnify Customer for any damages finally awarded against (or any settlement approved by Focus Forward) Customer in connection with any such Claim; provided that
 1. Customer will promptly notify Focus Forward of such Claim;
 2. Focus Forward will have the sole and exclusive authority to defend and/or settle any such Claim (provided that Focus Forward may not settle any Claim without Customer's prior written consent, which will not be unreasonably withheld, unless it unconditionally releases Customer of all related liability); and
 3. Customer reasonably cooperates with Focus Forward in connection therewith. If the use of the Focus Forward Service by Customer has become, or in FOCUS FORWARD'S opinion is likely to become, the subject of any claim of infringement, Focus Forward may at its option and expense (a) procure for Customer the right to continue using and receiving the Focus Forward Service as set forth hereunder; (b) replace or modify the Focus Forward Service to make it non-infringing (with comparable functionality); or (c) if the options in clauses (a) or (b) are not reasonably practicable, terminate this Agreement.
2. Customer Indemnification. Customer agrees that Focus Forward shall have no liability and Customer shall indemnify, defend and hold Focus Forward harmless against any Loss to the extent arising from any Claim if such Claim is caused in whole or in part by:
 1. Customer's breach of this Agreement or noncompliance with any Policy;
 2. use of the Focus Forward Service by Customer not in accordance with this Agreement;
 3. Customer Data; or
 4. the combination, operation or use of the Focus Forward Service with other applications, portions of applications, product(s) or services where the Focus Forward Service would not by itself be infringing.

This Section states FOCUS FORWARD'S sole and exclusive liability and obligation, and Customer's exclusive remedy for any claim of any nature related to infringement or misappropriation of intellectual property.

3. Procedure. The indemnified party shall:

1. give the indemnifying party prompt written notice of any indemnified claim; provided, however, that failure of the indemnified party to give such prompt written notice shall not relieve the indemnifying party of any obligation to indemnify pursuant to this Section 8, except to the extent the indemnifying party has been prejudiced thereby;
2. cooperate fully with the indemnifying party, at the indemnifying party's expense, in the defense or settlement of any indemnified claim; and
3. give the indemnifying party sole and complete control over the defense or settlement of any indemnified claim; provided, however, that any settlement must include a complete release of the indemnified party without requiring the indemnified party to make any payment or bear any obligation.

10. Confidential Information

1. Definition. "**Confidential Information**" means all business or technical information of a party whether it is received, accessed or viewed by the recipient, whether prior to or after the execution of this Agreement, in writing, visually, electronically or orally. Confidential Information shall include, without limitation, pricing information, custom service offerings, technical information, marketing and business plans, databases, specifications, formulations, tooling, prototypes, sketches, models, drawings, specifications, procurement requirements, engineering information, product samples, computer software (source and object codes), forecasts, identity or details about actual or potential customers or projects, clinical trials, techniques, inventions, discoveries, know-how and trade secrets, and any other information that could reasonably be considered as confidential information. Confidential Information also includes all such business or technical information of any third party that is in the possession of a party subject to the exceptions set forth in this Section.

Confidential Information does not include information that:

1. was available to recipient prior to disclosure of such information to the recipient and free of any confidentiality obligation in favor of the disclosing party and known to the recipient at the time of disclosure;

2. is made available to the recipient from a third party not known by the recipient at the time of such availability to be subject to a confidentiality obligation in favor of the disclosing party;
3. is made available to third parties by the disclosing party without restriction on the disclosure of such information;
4. is or becomes available to the public other than as a result of disclosure by the recipient prohibited by this Agreement; or
5. is developed independently by a party or its directors, officers, members, partners, employees, consultants, contractors, agents, representatives or affiliated entities (collectively, "Associated Persons").

2. Non-Disclosure. The recipient will keep secret and will not disclose to anyone any of the Confidential Information, other than furnishing the Confidential Information to Associated Persons; provided that such Associated Persons are bound by agreements respecting confidential information. The recipient will use reasonable care and adequate measures to protect the security of the Confidential Information and to attempt to prevent any Confidential Information from being disclosed or otherwise made available to unauthorized persons or used in violation of the foregoing.

Notwithstanding anything to the contrary herein, a recipient is free to make, and this Agreement does not restrict, disclosure of any Confidential Information in a judicial, legislative or administrative investigation or proceeding or to a government or other regulatory agency; provided that, if permitted by law, the recipient provides to the disclosing party prior notice of the intended disclosure and permits the disclosing party to intervene therein to protect its interests in the Confidential Information, and cooperate and assist the disclosing party in seeking to obtain such protection

3. Data Security. Focus Forward will use commercially reasonable efforts to maintain security in accordance with Exhibit B: Security.
4. Publicity. Customer agrees that Focus Forward may use Customer's name and trademarks in FOCUS FORWARD'S marketing materials and website; however, Focus Forward will not use Customer's name or trademarks in any other publicity (e.g., press releases, customer references and case studies), without first obtaining approval in writing.

11. DISCLAIMER OF WARRANTIES

THE PLATFORM AND ALL SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS." EACH PARTY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING: (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; AND (B) ANY WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY, CURRENCY OR COMPLETENESS OF THE PLATFORM, ANY DATA OR RESULTS OBTAINED THROUGH THE PLATFORM, AND ANY SERVICES PROVIDED UNDER THIS AGREEMENT, OR THAT USE OF THE PLATFORM AND SUCH SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, FREE FROM OTHER FAILURES OR WILL MEET CUSTOMER'S OR END USERS' REQUIREMENTS. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER IS SOLELY RESPONSIBLE FOR VERIFYING THE ACCURACY AND COMPLETENESS OF ALL DATA AND RESULTS SUBMITTED TO OR OBTAINED FROM THE PLATFORM BEFORE TAKING OR OMITTING ANY ACTION BASED UPON SUCH DATA OR RESULTS. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE SERVICE COMMITMENTS DESCRIBED ON THE SITE SHALL BE THE RE-PERFORMANCE OF THE APPLICABLE SERVICES.

12. **Miscellaneous**

1. Independent Contractors. The relationship between Focus Forward and Customer established by this Agreement is solely that of independent contractors. Neither party is in any way the partner or agent of the other, nor is either party authorized or empowered to create or assume any obligation of any kind, implied or expressed, on behalf of the other party, without the express prior written consent of such other party.
2. Insurance. Focus Forward shall, during the term of this Agreement, maintain in force the following insurance coverage at its own cost and expense:
 1. Statutory Worker's Compensation and Employer's Liability as required by state law with a minimum limit of \$1,000,000 each accident / \$1,000,000 each disease / \$1,000,000 policy limit per occurrence;
 2. Disability and Unemployment Insurance, and all other insurance as required by law, including Employer's Liability Insurance with limits of no less than \$1,000,000 per occurrence, or any amount required by applicable law, whichever is greater;
 3. Commercial General Liability, on an occurrence basis, including premises-operations, product completed-operations, broad form property damage, contractual liability, independent contractors and personal liability, with a minimum combined single limit of \$1,000,000 per occurrence, naming Customer as an additional insureds; and

4. Professional Errors and Omissions coverage covering the Focus Forward Service, with coverage limits of not less than \$2,000,000 per claim or per occurrence / \$2,000,000 aggregate, placed either on an "occurrence" basis or on a "claims made" basis.
3. Notices. Customer routine communications to Focus Forward regarding the Platform or services should be sent to Customer's account team using the customer portal. To give a notice regarding termination of the Agreement for breach, indemnification, or other legal matter, Customer shall send it by overnight postal service to:

950 West Valley Road, Suite 2700 Wayne, PA 19087

FOCUS FORWARD'S routine communications regarding the Platform or services and legal notices shall be posted on the customer portal or sent by email or post to the individual(s) Customer designates as contact(s) on Customer's account. Notices are deemed received as of the time posted or delivered, or if that time does not fall within a business day, as of the beginning of the first business day following the time posted or delivered. For purposes of counting days for notice periods, the business day on which the notice is deemed received counts as the first day. Notices shall be given in the English language.
4. Assignment. Customer may not assign this Agreement, or sublicense, assign or delegate any right or obligation hereunder, by operation of law or otherwise without the prior written consent of Focus Forward. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
5. Interpretation. For the purposes of this Agreement: (i) the words "such as," "include," "includes" and "including" shall be deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.
6. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous or contemporaneous oral or written negotiations or agreements with respect to such subject matter. In the event of any conflict between this Agreement and any Policy, the terms and conditions of this Agreement shall take precedence.
7. Amendment. This Agreement in effect as of the date you purchase a Service shall govern your use of that Service. Focus Forward shall have the unilateral right to update this

Agreement at any time without notice to you, and any such updated Agreement will govern your use of the Service at or subsequent to any such update of this Agreement by Focus Forward.

8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable under Applicable Law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of this Agreement.
9. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the United States of America and the State of Texas, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.
10. Arbitration. The parties agree that any action, proceeding, controversy or claim between them arising out of or relating to this Agreement (collectively, an "Action") shall be submitted to binding arbitration in Austin, Texas. The arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association in effect at the time the dispute or claim arose. The arbitration shall be conducted by one arbitrator from AAA or a comparable arbitration service. The arbitrator shall issue a reasoned award with findings of fact and conclusions of law. Either party may bring an action in any court of competent jurisdiction to compel arbitration under the Agreement, or to enforce an arbitration award. Neither party nor an arbitrator may disclose the existence, content, or results of any arbitration under the Agreement without the prior written consent of both parties. Either party shall be permitted to appeal the final award under the AAA's Optional Appellate Arbitration Rules in effect at the time the dispute or claim arose. Grounds for vacating the award shall include, in addition to those enumerated under the Federal Arbitration Act, 9 U.S.C. Â§1, et seq, that the arbitrator committed errors of law that are material and prejudicial. The appeal shall be determined upon the written documents submitted by the parties, with no oral argument. After the appellate rights described in this Section 13(i) have been exercised or waived, the parties shall have no further right to challenge the award. Notwithstanding anything to the contrary, Customer and Focus Forward may seek injunctive relief and any other equitable remedies from any court of competent jurisdiction to protect such party's intellectual property rights, whether in aid of, pending or independently of the resolution of any dispute pursuant to the arbitration procedures set forth in this Section 11(j).

11. **Class and Collective Action Waivers.** Customer and Focus Forward mutually agree that by entering into this Agreement and agreeing to the arbitration provisions set forth herein, both waive their right to have any dispute or claim brought, heard or arbitrated as a class action and/or collective action, and an arbitrator will not have any authority to hear or arbitrate any class and/or collective ("Class Action Waiver"). Notwithstanding any other clause contained in the arbitration provision set forth in Section 11(j) or the AAA rules, any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The Class Action Waiver will be severable from the arbitration agreement in this Agreement in any case in which (1) the dispute is filed as a class and/or collective action and (2) there is a final judicial determination that all or part of the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable. In such case, the class and/or collective action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.
12. **No Waiver.** The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Any waiver of the provisions of this Agreement, or of any breach or default hereunder, must be set forth in a written instrument signed by the party against which such waiver is to be enforced.
13. **Force Majeure.** Neither party shall be liable for any failure to perform under this Agreement to the extent due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection or any other cause beyond the reasonable control of the party invoking this provision.
14. **California Notices.** Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at Focus Forward.com 222 Kearny St, 8th Floor San Francisco, CA 94108 or 415-449-3679.

Focus Forward will not provide Customer with any services or other consideration in exchange for Customer personal information, or otherwise engage in activities that qualifies

as "selling" under the California Consumer Privacy Act ("CCPA") or other applicable law (hereinafter "selling"). Focus Forward will not sell any Customer personal information and agrees to refrain from any use or transfers of Customer personal information (including to or from a subprocessor or other third party) that qualifies as selling. Except as necessary to provide services to Customer: (i) Focus Forward will not collect, share or use any Customer personal information; and (ii) shall not have, derive or exercise any rights or benefits from Customer personal information. As applicable to the services provided, Focus Forward shall implement reasonable security measures as appropriate under applicable laws and reasonably assist Customer with any request received from an individual under the CCPA or other applicable law.

Exhibit A: Maintenance and Support

1. GENERAL

1. Contact. Customer may contact Focus Forward via transcripthelp@focusfwd.com or by calling 1-888-369.0701.
2. Hours. Focus Forward shall provide maintenance and support during normal business hours, Monday through Friday, from 8:00 a.m. to 5:00 p.m. EST (excluding U.S. federal holidays).

2. UPTIME

1. Percentage. Focus Forward will use commercially reasonable efforts to minimize downtime of the Platform and to ensure a Monthly Availability Percentage of 98.0%, except as set forth below. The Monthly Availability Percentage is calculated on an aggregate Monthly basis as follows: $\text{Monthly Availability Percentage} = (\text{total minutes in the month} - \text{total number of minutes that the Platform is inoperable in that month}) / \text{total minutes in the month}$
2. Exclusions. The Monthly Availability Percentage excludes (1) periods of scheduled maintenance; (2) issues caused by factors outside of FOCUS FORWARD'S reasonable control; (3) issues resulting from Customer's actions or inactions, or the actions or inactions of a third party; or (4) issues that result from Customer's equipment or third party equipment.

Exhibit B: Security

1. **Basic Security Requirements.** Focus Forward will, consistent with current best industry standards and such other requirements specified by Customer based on the classification and

sensitivity of Customer Information, maintain physical, administrative and technical safeguards and other security measures to:

1. maintain the security and confidentiality of Customer Information accessed, collected, used, stored or transmitted by Focus Forward, and
2. to protect that information from known or reasonably anticipated threats or hazards to its security and integrity, accidental loss, alteration, disclosure and all other unlawful forms of processing.

2. **Security Controls.** Focus Forward will comply with the following requirements:

1. Firewall. Focus Forward will install and maintain a working network firewall to protect data accessible via the Internet and will keep all Customer Information protected by the firewall at all times.
2. Updates. Focus Forward will keep its systems and software up-to-date with the latest upgrades, updates, bug fixes, new versions and other modifications necessary to ensure security of the Customer Information.
3. Anti-malware. Focus Forward will at all times use anti-malware software and will keep the anti-malware software up to date. Focus Forward will mitigate threats from all viruses, spyware, and other malicious code that are or should reasonably have been detected.
4. Encryption. Focus Forward will encrypt data at rest and data sent across open networks in accordance with industry best practices.
5. Testing. Focus Forward will regularly test its security systems and processes to ensure they meet the requirements of this Security Policy.
6. Access Controls. Focus Forward will secure Customer Information, including by complying with the following requirements:
 1. Focus Forward will restrict access to Customer Information to only those people with a "need-to-know" for a Permitted Purpose.
 2. Focus Forward will not use manufacturer-supplied defaults for system passwords and other security parameters on any operating systems, software or other systems. Focus Forward will mandate and ensure the use of system-enforced "strong passwords" in accordance with the best practices (described below) on all systems hosting, processing, or that have or control access to, Customer Information and will require that all

passwords and access credentials are kept confidential and not shared among personnel.

3. Focus Forward will regularly review access logs for signs of malicious behavior or unauthorized access.
7. Network Security Policy. Focus Forward will maintain and enforce an information and network security policy for employees, subcontractors and agents that meets the standards set out in this policy, including methods to detect and log policy violations.
8. Subcontracts. Focus Forward will remain responsible for the full performance of its obligations under this Security Policy. The terms and conditions of this Security Policy will be binding upon FOCUS FORWARD'S Subcontractors and Personnel. Focus Forward (a) will ensure that its Subcontractors and Personnel comply with this Security Policy, and (b) will be responsible for all acts, omissions, negligence and misconduct of its Subcontractors and Personnel.
9. Remote Access. Focus Forward will ensure that any access from outside protected corporate or production environments to systems holding Customer Information or FOCUS FORWARD'S corporate or development workstation networks requires multi-factor authentication (e.g., requires at least two separate factors for identifying users).
10. "In Bulk" Access. Except where expressly authorized by Customer in writing, Focus Forward will not access, and will not permit access to, Customer Information "in bulk" whether the Customer Information is in an Customer- or Focus Forward-controlled database or stored in any other method, including storage in file-based archives (e.g., flat files), etc. For purposes of this section, "in bulk" access means accessing data by means of database query, report generation or any other mass transfer of data. Specifically, this section prohibits any access to Customer Information except for access to individual records as needed for the Permitted Purpose. In the event that Customer provides written authorization for access to Customer Information "in bulk", Focus Forward will (1) limit such access only to specified employees with the "need to know", and (2) use tools that limit access and require explicit authorization and logging of all access.
11. Return or Deletion. Focus Forward will promptly (but within no more than 3 business days after Customer's request) permanently and securely delete all Customer Information upon and in accordance with Customer's request. If requested by Customer, Focus Forward will certify in writing that all Customer Information has been destroyed.

3. Security Incidents

1. Focus Forward will inform Customer within 72 hours of detecting any actual or suspected unauthorized access, collection, acquisition, use, transmission, disclosure, corruption or loss of Customer Information, or breach of any environment (i) containing Customer Information, or (ii) managed by Focus Forward with controls substantially similar to those protecting Customer Information (each, a "Security Incident").

Focus Forward will remedy each Security Incident in a timely manner and provide Customer written details regarding Focus Forward's internal investigation regarding each Security Incident. Focus Forward agrees not to notify any regulatory authority, nor any customer, on behalf of Customer unless Customer specifically requests in writing that Focus Forward do so and Customer reserves the right to review and approve the form and content of any notification before it is provided to any party. Focus Forward will cooperate and work together with Customer to formulate and execute a plan to rectify all confirmed Security Incidents.