### KHOROS MASTER SERVICE AGREEMENT

This Master Service Agreement ("MSA") is between Khoros, LLC, and its subsidiaries ("Khoros") and Customer (as named in the signature block). The MSA's "Effective Date" is the date of the last signature on this MSA.

### 1. KHOROS'S RESPONSIBILITIES TO CUSTOMER

- 1.1 **Provide Services to Customer.** Khoros will provide: (a) access to and use of its software-as-a-service platform and applications, which includes documentation, developer documentation, user interface, associated tools, and programming (together known as the "Subscription Services"), to Customer and its Authorized Users in accordance with the applicable service order ("SO"); and, if applicable, (b) all strategic services, enablement, configuration, customization, integration, data import, export, extraction, monitoring, technical assistance, maintenance, training, or other services ("Professional Services") detailed in a Statement of Work ("SOW"). This MSA refers to Subscription Services and Professional Services together as "Services." "Authorized User(s)" means Customer's employees, contractors, and/or authorized agents.
- 1.2 Allow Approved Affiliates to Obtain Services Under This MSA. If an Affiliate (as defined below) signs a SO/SOW that references this MSA, then the term "Customer" in this MSA refers to the Affiliate signing the SO/SOW. And, if an Affiliate uses Services provided under an SO/SOW but does not sign the SO and/or is not referenced in the SO, Customer is jointly and severally liable for the acts or omissions of that Affiliate. An "Affiliate" is an entity owned or controlled by Customer or under common ownership with Customer that is not located in a country subject to a US embargo or has data localization requirements to which Khoros has not agreed. "Control" means that Customer has more than 50% voting interests in the Affiliate.
- 1.3 **Meet Service Level Commitments.** Khoros provides its Subscription Services according to its Service Level Agreement ("SLA") (<a href="https://khoros.com/service-level-agreement">https://khoros.com/service-level-agreement</a>), which is incorporated by reference. The SLA remedies are the sole remedies for SLA issues. SLA issues are not material breaches of this MSA.
- 1.4 **Keep Subscription Services Updated.** Khoros continually improves and refines its Subscription Services to support or enhance the quality, performance, and/or security of its Subscription Services. Khoros's changes will not materially degrade the performance of the Subscription Services. If Khoros removes features or functionality provided in Customer's SO, the parties will negotiate an amendment to the SO to reflect the changes. If the parties cannot reach an agreement, Customer may terminate the impacted Subscription Service under Section 11.4 (Termination for Cause).
- 1.5 **Connect Certain Third-Party Applications.** Khoros permits Customer to connect third-party applications that are not owned by Khoros ("Third-Party Applications") to certain Subscription Services. Before connecting a Third-Party Application, Customer must obtain written approval from Khoros. Some Third-Party Applications require Customer to enter into a separate agreement before the Third-Party Application is connected to the Subscription Services. If Customer chooses to connect a Third-Party Application to the Subscription Services, any issue concerning or caused by the Third-Party Application is not a material breach under this MSA or SO. Finally, to maintain the security, operability, and performance of the Subscription Services, Khoros may control how much data a Third-Party Application requests and/or retrieves from the Subscription Services.

### 2. CUSTOMER'S RESPONSIBILITIES TO KHOROS

- 2.1 **Customer Is Responsible for Its Authorized Users.** Customer is responsible for: (a) the actions and omissions of its Authorized Users' use of the Subscription Services; and (b) ensuring that its Authorized Users secure their access and passwords to the Subscription Services. Authorized User credentials cannot be shared or used by more than one person (but may be reassigned, in its entirety). For its Authorized Users, Customer shall notify Khoros immediately of any known or suspected phishing attempt, password compromise, and/or breach of security, and shall use best efforts to stop said issues.
- 2.2 **Customer Will Comply with Social Media Network Terms.** When a Social Media Network is connected to the Subscription Service, Customer will comply with the terms of service and/or use of a Social Media Network. "Social Media Network" means social media providers such as Twitter, Facebook, Instagram, Google, WhatsApp, and other providers or websites that solicit content from users, make such content available for resyndication or publication via their application programming interface ("API"), and are used by Customer through the Subscription Services. Khoros does not control the operability or features of the Social Media Networks and/or the content posted by third parties to a Social Media Network ("Social Media Content").

- 2.3 **Customer Agrees to Abide by Usage Limits.** Each SO defines the Customer's specific usage rights and/or limits for the Subscription Services. If Khoros: (a) determines that Customer has exceeded its usage rights or limits; (b) notifies Customer about the overuse; and (c) gives Customer 5 days to cure the overuse and Customer fails to do so, Customer agrees to pay Khoros additional fees for such unauthorized and/or additional usage at the then current list price (without the need for the parties to amend the SO).
- 2.4 **Customer Shall Not Misappropriate the Services.** Customer shall not (and shall not allow a third-party to): (a) copy or republish, reverse engineer, decompile, disassemble, or otherwise try to derive or copy the source code of the Subscription Services or its features and tools for any reason; or (b) engage in any web scraping, API scraping, or data scraping of the Subscription Services.

### 3. THE PARTIES' INTELLECTUAL PROPERTY RIGHTS

- 3.1 **Khoros Owns the Services & Usage Data.** Khoros owns and retains right, title, and interest to the Services, and any modifications, improvements, or enhancements to the Services. Khoros also owns and retains right, title and interest to Usage Data. Customer has no intellectual property license or rights to the Services or Usage Data. Customer recognizes that the Services and Usage Data are protected as or by trade secrets, copyrights, patents, and/or other laws. "Usage Data" is data from the Khoros backend system concerning the use and performance of the Services.
- 3.2 **Khoros Owns Feedback About the Services.** Khoros owns any Feedback Customer provides about the Services. As such, Khoros may use, profit from, disclose, publish, keep secret, or otherwise exploit the Feedback, without compensating or crediting Customer, the Authorized User, or end user in question. "Feedback" is any suggestion or idea for improving, enhancing, and/or modifying the Services.
- 3.3 **Customer Intellectual Property Rights.** Customer owns and retains right, title, and interest to: (a) Customer Data; and (b) any Professional Services developed specifically and exclusively for Customer under a SOW. "Customer Data" means data in electronic form or information submitted by Customer, Customer's Authorized Users, and/or by Customer's customers/end users. Customer Data also includes any Customer-provided software, logos, or other Customer-owned materials inserted or added to the Subscription Services (e.g., headers, footers, sidebars, graphics).
- 3.4 **Khoros's Use of Customer Data.** Customer authorizes Khoros to access, process, and use Customer Data and to share Customer Data with Khoros's subprocessors and Third-Party Applications, as is necessary to provide the Services.

## 4. DATA PROTECTION & SECURITY

- 4.1 **Data Protection.** The parties agree to the Data Protection Agreement ("DPA") attached as Exhibit A.
- 4.2 **Data Localization.** Customer shall not knowingly allow Authorized Users to be located in or market to end-users located in jurisdictions that require data localization to access or use the Services.
- 4.3 **Security.** During the MSA's Term (as defined below) Khoros will: (a) maintain an information security program that requires administrative, technical, and physical safeguards relating to its Subscription Services platform to protect Customer Data; (b) conduct an annual SSAE 18 SOC audit and/or maintain ISO 27001 certification, or equivalent; and (c) maintain technical and organizational measures to ensure a level of security appropriate for the Services. In the event Khoros is directly involved in the processing, storage, or transmission of payment cardholder data as a part of the Services, Khoros will comply with the applicable service provider requirements of the Payment Card Industry Data Security Standards.

# 5. CONFIDENTIAL INFORMATION

5.1. **Confidential Information Definition.** "Confidential Information" is: (a) non-public Customer Data; (b) any document the disclosing party marks "Confidential;" (c) the Services documentation (including developer documents); and (d) any other nonpublic, sensitive information the receiving party should reasonably consider a trade secret or otherwise confidential (e.g., this MSA, SOs, SOWs, pricing information, Services functionality, and product roadmaps). Confidential Information does not include information that: (i) is in the receiving party's possession at the time of disclosure without obligations of confidentiality;

- (ii) is independently developed by the receiving party without use of or reference to Confidential Information; (iii) is or becomes known or disclosed publicly, before or after disclosure to the receiving party, other than as a result of the receiving party's improper action or inaction; or (iv) is approved for release in writing by the disclosing party.
- 5.2 **Retention of Rights.** Each party retains right, title, and interest to all its Confidential Information. The parties do not transfer ownership of Confidential Information or grant a license to such information unless specified in this MSA.
- Nondisclosure & Non-Use. Each party shall only use the other party's Confidential Information in connection with the Services. The receiving party: (a) shall not disclose Confidential Information to any employee or contractor of the receiving party unless such person needs access to such information as part of their job and is bound to this confidentiality clause; and (b) except as noted in Section 3.4, shall not disclose Confidential Information to any other third party without the disclosing party's prior, written consent. Further, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information that comes to the receiving party's attention. However, the receiving party may disclose Confidential Information if required by law or governmental authority. The receiving party shall give the disclosing party prompt notice (if legally permissible) of any such demand and reasonably cooperate with the disclosing party, at the disclosing party's expense, in any effort to seek a protective order or otherwise to contest such required disclosure.
- 5.4 **Exception to Confidentiality of This MSA.** This MSA and its SOs/SOWs may be disclosed in confidence to legal counsel or professional advisors who need to know in the context of a merger, financing, audit, or similar transaction.
- 5.5 **Injunction.** The parties agree that breach of this confidentiality section may cause irreparable injury, for which monetary damages would be inadequate compensation, and that, in addition to any other remedy, the disclosing party may seek injunctive relief against the breach or threatened breach without proving actual damage or posting a bond/security.

#### 6. PAYMENT & SERVICE CREDITS

- 6.1 **Fees.** Customer shall pay Khoros the fees provided in each SO (the "Subscription Fee") and/or fees in each SOW ("Professional Services Fee"). Khoros's invoices are payable 30 days from the date on the invoice. For late payment, Customer shall pay interest charges from the time the payment was due at the rate that is the lower of 1% per month or the highest rate permissible under applicable law. Khoros is not required to refund the Subscription Fee, in whole or in part, unless specifically noted in this MSA. The Subscription Fee and Professional Services Fee are referred to together as the "Fee(s)."
- 6.2 **Expenses.** Customer will reimburse Khoros for its reasonable out-of-pocket travel and related expenses incurred in performing the Services. Khoros will notify Customer and obtain Customer's written pre-approval prior to incurring such expenses.
- 6.3 **Payment Disputes.** If Customer disputes the accuracy of any Fees or expenses contained in an invoice, Customer must provide Khoros with notice of the disputed amount with reasons for the dispute within 30 days after receiving the invoice. If Customer only disputes a portion of an invoice, the undisputed amount is payable to Khoros on time, as defined in Section 6.1. Non-payment of undisputed Fees is a material breach of this MSA.
- 6.4 **Taxes.** Customer shall pay and be liable for all taxes relating to Khoros's provision of Services. Khoros shall pay and be liable for taxes based on its net income or capital.
- 6.5 **Customer Purchase Orders.** If Customer requires an internal purchase order to pay Fees, Customer agrees that it will issue a purchase order within enough time to meet its payment obligations to Khoros outlined in Section 6.1.
- 6.6 **Service Credits.** If Khoros issues service credits under the SLA or as goodwill, those credits apply only towards outstanding or future invoices and are forfeited upon MSA termination.

#### 7. REPRESENTATIONS & WARRANTIES

- Representations & Warranties Made by Khoros to Customer. Khoros represents and warrants that: (a) it owns the Services, or has a valid license for same, and that it has and will maintain the ability to provide the Services; (b) the Services will materially conform to the specifications noted in Khoros's documentation about the Services; and (c) Professional Services will be performed according to industry standards. For Subscription Services, if Khoros breaches any of these warranties, Khoros shall, at its own expense: (i) secure for Customer the right to continue using the Services; (ii) replace or modify the Services to make them non-infringing; (iii) terminate the infringing features of the Services and refund to Customer any prepaid Fees for such features, proportional to the term left after such termination; and/or (iv) modify the Services to ensure its substantial conformance. For Professional Services, if Khoros breaches any of these warranties, Khoros shall, at its own expense work in good faith with Customer to correct and improve the performance. In conjunction with Customer's indemnity rights, this is Khoros's sole obligation and liability, and Customer's sole remedy, for breach of these warranties. These representations and warranties do not apply to use of the Services in combination with hardware or software not provided by Khoros.
- 7.2 **Representations & Warranties Made by Customer to Khoros.** Customer represents and warrants that: (a) it has read and has the full right and authority to enter into, execute, and perform its obligations under this MSA; (b) it has obtained or will obtain all necessary consents of its Authorized Users and customers/end-users to process any personal data under this MSA; (c) it has not knowingly provided any inaccurate information about itself to Khoros or through the Services; and (d) it uses antivirus protection on any Customer-owned devices that will access the Services.
- 7.3 **WARRANTY DISCLAIMERS.** THE WARRANTIES IN SECTION 7.1 & SECTION 7.2 ARE THE ONLY WARRANTIES MADE BY THE PARTIES. THE PARTIES MAKE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

# 8. INDEMNIFICATION

- 8.1 **Khoros Obligations to Indemnify Customer.** Khoros shall defend, indemnify, and hold harmless Customer and Customer Associates (as defined below) against any third-party claim, suit, or proceeding alleging that: (a) Khoros has breached this MSA or DPA; and/or (b) the Services infringe any intellectual property rights of a third party. Khoros's indemnification obligation does not apply to portions of the Services: (i) not provided by Khoros; (ii) made in whole or part in accordance with Customer's modifications; or (iii) where Customer's use of the Services is not in accordance with this MSA, DPA, or related SO/SOW. "Customer Associates" are Customer's officers, managers, directors, shareholders, parents, subsidiaries, agents, employees, contractors, successors, and assigns.
- 8.2 **Customer Obligations to Indemnify Khoros.** Customer shall defend, indemnify, and hold harmless Khoros and Khoros Associates (as defined below) against any third party claim, suit, or proceeding alleging that: (a) Customer breached this MSA or DPA; (b) infringement claims related to Customer's use of Social Media Content and/or Customer Data; and (e) claims that use of the Services through Customer's account harasses, defames, defrauds, unlawfully surveils a third party, or violates any law or restriction applicable to Customer on electronic advertising. Customer's indemnification obligation does not apply to the extent the indemnification claim is related to Khoros's breach of this MSA or DPA. "Khoros Associates" are Khoros's officers, managers, directors, shareholders, parents, subsidiaries, agents, employees, contractors, successors, and assigns.
- 8.3 **Indemnification Procedure.** These indemnification obligations are subject to the following conditions: (a) prompt written notice from one party to the other; (b) complete control of the defense and settlement by the indemnifying party (provided that the indemnifying party may not settle any claim without the indemnified party's consent, which may not be unreasonably withheld); and (c) reasonable cooperation by the indemnified party. The indemnifying party's obligations in this section include retention and payment of attorneys and payment of court costs, as well as settlement at indemnifying party's expense and payment of judgments. The indemnified party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires it to admit wrongdoing or liability or subjects it to any ongoing affirmative obligations.
- 8.4. **Exclusive Remedy.** This Section 8 provides the indemnifying party's sole liability to and the indemnified party's exclusive remedy against the other party for any claims described in this Section.

# 9. LIABILITY, DAMAGES, CAPS, & EXCLUSIONS

- 9.1 **Mutual Liability Cap for Direct Damages.** EXCEPT FOR LIABILITY FOR BREACH OF: SECTION 3.1 (KHOROS OWNS THE SERVICES & USAGE DATA); SECTION 4 (DATA PROTECTION & SECURITY); SECTION 5 (CONFIDENTIAL INFORMATION); SECTION 6 (PAYMENT & SERVICE CREDITS); AND SECTION 8 (INDEMNIFICATION), NEITHER PARTY'S CUMULATIVE LIABILITY FOR DIRECT DAMAGES FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS MSA SHALL EXCEED THE AMOUNT PAID OR PAYABLE BY THE CUSTOMER FOR THE SERVICE IMPLICATED DURING THE 12 MONTHS PRIOR TO THE EVENT THAT TRIGGERS LIABILITY.
- 9.2 **Exclusion of Indirect Damages.** EXCEPT FOR LIABILITY RELATED TO BREACH OF INTELLECTUAL PROPERTY, TO THE EXTENT PERMISSIBLE BY LAW, NEITHER PARTY SHALL BE LIABLE FOR LOST PROFITS OR LOSS OF BUSINESS OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES.
- 9.3 **Exclusion of Liability & All Damages.** KHOROS DISCLAIMS ANY LIABILITY AND RESPONSIBILITY FOR DAMAGES RELATED TO: (A) THIRD-PARTY APPLICATIONS; (B) STOLEN, LOST, OR PHISHED PASSWORDS OF CUSTOMER'S AUTHORIZED USERS OR FROM ANY SECURITY BREACHES THAT RESULT FROM CUSTOMER'S ACTION OR OMISSIONS WITH RESPECT TO SYSTEMS AND PROCESSES CONTROLLED BY CUSTOMER; AND (C) SOCIAL MEDIA NETWORKS AND/OR SOCIAL MEDIA CONTENT.
- 9.4 **Clarifications.** THE LIABILITIES LIMITED IN THIS SECTION APPLY: (A) TO LIABILITY FOR NEGLIGENCE; (B) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; AND (C) EVEN IF A PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE.

# 10. TERM, SUSPENSION, & TERMINATION

- 10.1 **Term.** The MSA's term (the "Term") begins on the Effective Date and continues for the period noted in each SO/SOW under this MSA.
- **Suspension.** Khoros may temporarily suspend the Services: (a) without notice, if Khoros reasonably concludes that Customer or another third-party's access to or use of the Services is causing immediate and ongoing harm to Khoros, Customer, or others (in this extraordinary case, Khoros agrees to immediately notify Customer and use its best efforts to work with Customer to resolve the issue); or (b) with 10 days' notice, if Customer fails to timely pay Khoros for undisputed Fees. Khoros shall not be liable to Customer or to any third party for any liabilities, claims, or expenses arising from or related to such suspension.
- Termination for Material Breach. Either party may terminate the MSA, SO, or SOW for material breach by providing written notice to the other party detailing the date and nature of the material breach. Termination will be effective 30 days after the notice is sent unless the other party cures the material breach before the 30 days has run. If Khoros terminates this MSA, or an SO or SOW for material breach, then Customer shall pay Khoros, within 30 days of termination, all remaining Fees due under this MSA, SO, and/or SOW, as applicable. If Customer terminates this MSA, a SO, or a SOW for material breach, Khoros shall refund Customer all unused, pre-paid amounts for Professional Services and a pro-rata portion of pre-paid Subscription Fees for the terminated Service(s). Either party may terminate this MSA and all SOs/SOWs if the other party becomes insolvent or ceases to conduct business without a successor.
- 10.4 **Effects of Expiration or Termination.** Upon the MSA's expiration or termination, Khoros will cease providing Services and Customer shall cease using the Services and delete, destroy, or return all copies of the Services documentation in its possession or control. The following survive expiration or termination: (a) any obligation of Customer to pay Fees or amounts incurred before expiration or termination; and (b) any provision of this MSA that expressly or by implication is intended to survive termination. If only a SO/SOW is expired or terminated, the other SOs/SOWs will remain in effect and this section will only apply to the expired or terminated SO/SOW.
- 10.5 **Transition Assistance.** After a SO concerning Khoros's Community product expires or terminates, Khoros will, if Khoros has not already done so on behalf of Customer, provide to Customer, at 1 time only and for no charge, Customer's Community content in standard industry format. For Khoros's other Services, Customer should access reporting, data, or exports (if any) during a SO's Term. The data will not be available for download after the end of a SO's Term. Customer agrees that downloadable content may only be available for extraction or downloading from certain Services for the most recent 18 months, and that not

all content is downloadable. Khoros may provide additional transition assistance at Khoros's standard rates for Professional Services.

10.6 **Data Deletion.** After a SO expires or terminates, Khoros will immediately suspend access to the Services. Within 30 days after such suspension, Khoros will permanently erase Customer Data and decommission Customer's account, with the following exceptions: (a) as otherwise required by applicable law; (b) data on backup systems is maintained for 90 days to maintain sound business continuity practices and then deleted; and/or (c) log files are maintained for up to twelve months for security reasons and then deleted.

### 11. MISCELLANEOUS

- 11.1 **Force Majeure.** No delay, failure, or default (other than a failure to pay Fees when due) will constitute a breach of this MSA and/or any SO/SOW to the extent caused by acts of war, terrorism, hurricanes, pandemics, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, changes in accessibility or terms of use of Social Media Networks, failure of third-party networks or services, failure of the public internet, or other causes beyond the performing party's reasonable control.
- 11.2 **Insurance**. Khoros will maintain commercially appropriate levels of insurance during the term of this MSA. Currently, Khoros maintains commercial and cyber insurance policies. Khoros shall provide a copy of its current insurance certificate to Customer upon written request.
- 11.3 **Technology Export.** Customer shall not: (a) allow itself or any third party to access or use the Services in violation of any US law or similar applicable regulation; or (b) allow or any third party to access or use the Services in, or export such software to, a country subject to a US embargo or sanction.
- 11.4 **Anti-Corruption.** Customer has not received or been offered any illegal bribe, kickback, payment, or unreasonable or unusual gift, or thing of value from any Khoros employee, agent, or representative in connection with this MSA, and any SO/SOW.
- 11.5 **Publicity.** With Customer's prior, written permission, Khoros may name Customer as a customer and use Customer's name, logo, and trademark in Khoros's promotional materials. Customer may request that Khoros stop doing so by sending an email to marketing@khoros.com.
- 11.6 **Independent Parties.** The parties are independent and neither is the representative or agent of the other; accordingly, neither may bind the other.
- 11.7 **Assignment & Successors.** Neither party may assign this MSA or SO/SOW, or any of its rights or obligations, without the other party's express written consent. However, either party may assign this MSA (and its attendant SOs/SOWs) pursuant to a merger, consolidation, or sale of substantially all its assets; provided however that Customer may not assign this MSA to a provider that competes with Khoros in the customer engagement software space.
- 11.8 **Notices.** Khoros will send notices under this MSA to Customer's email contact provided in a SO/SOW. Customer will send notices under this MSA to legal@khoros.com and to its Khoros customer success manager. Notices are considered received on the date that they are sent.
- 11.9 **Severability.** To the extent allowed by law, the parties waive any provision of law that would render any clause of this MSA invalid or otherwise unenforceable. If a provision of this MSA is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent allowed by applicable law, and the remaining provisions of this MSA will continue in full force and effect.
- 11.10 **No Waiver.** Neither party waives any of its rights under this MSA by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this MSA constitutes a waiver of any other breach of this MSA.

- 11.11 **Choice of Law & Jurisdiction.** This MSA and all related claims are governed by the laws of the State of Texas and applicable US federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Austin, Travis County, Texas.
- 11.12 **Entire MSA.** This MSA and any related SO/SOW is the entire agreement of the parties and supersedes all prior or contemporaneous writings, written or oral negotiations, and oral discussions with respect to this MSA and Services. For the avoidance of doubt, Customer's purchase orders, vendor agreements and terms, online agreements, policies, or similar documents and terms, even if signed after this MSA and any SO/SOW, are not part of this MSA irrespective of what such orders, policies, and agreements provide about precedence.
- 11.13 **Amendments.** This MSA may only be amended by a written agreement signed by both parties that specifically references this MSA and is titled as an amendment.
- 11.14 Order of Precedence. The order of precedence is: the DPA, the SO/SOW, the MSA.

This MSA is agreed to By Customer.	This MSA is agreed to by Khoros, LLC.
Customer Name:	
Customer Signature:	Khoros Signature:
Customer Signatory Name:	Khoros Signatory Name:
Customer Signatory Title:	Khoros Signatory Title:
Date of Signature:	Date of Signature: