

## END USER AGREEMENT (LucidCX Services)

**IMPORTANT-READ CAREFULLY:** This End User Agreement (this “EUA”) contains the terms and conditions regarding our provision of the Services (as defined below) and your access to and use of any materials, data or outputs related to the Services. This EUA contains material limitations to your rights in that regard. You should read this EUA carefully and treat it as valuable property.

### I. THIS EUA

1. **Your relationship with Ignite Media Solutions.** Service(s) purchased in the AMERICAS, EMEA region or APAC region relates to Ignite Media Solutions, LLC (“**IMS**”).
2. **Services Covered by this EUA.** This EUA governs your receipt of the LucidCX recognition platform services (the “LucidCX Services”) from IMS directly or indirectly through a reseller or distributor allowing for the recognition of and calculation of usage of certain keyword terms spoken during a call and your access to and use of any materials, data or outputs related to the LucidCX Services (collectively, the “Services”).
3. **This EUA is a Legally Binding Agreement Between You and IMS.** If you are acting as an agent of a company or other legal person, such as an officer or other employee acting for your employer, then “you” and “your” mean your principal, the entity or other legal person for whom you are acting, and you represent that you have the authority to bind such entity and its affiliates to these terms and conditions. However, importantly, even if you are acting as an agent for another, you may still be personally liable for violation of laws such as copyright infringement. This EUA is a legally binding agreement between you and IMS. You intend to be legally bound to this EUA to the same extent as if IMS and you physically signed this EUA. By purchasing, receiving, or otherwise using or having access to the Services, you agree to be bound by the terms and conditions contained in this EUA. If you do not agree to all of the terms and conditions contained in this EUA, you may not have access to or use the Services and if, for whatever reason, provision of the Services has begun or has been completed on your behalf, you should delete or reject acceptance of the Services and no longer attempt to use or access the Services
4. **Delivery Access.** [The Services will be made available via an API. Subscription and cancellation for the Services may be triggered by you through AWS marketplace. However contractual relationship will be between you and IMS. AWS marketplace acts as a marketplace between both parties and is (among other things) responsible for billing and payment for the Services on behalf of IMS according the terms and conditions applicable to the AWS marketplace between you and Amazon. You agree to make use of the Services by using the specific URL endpoints provided by IMS. Any other IMS endpoints shall not be used by you. Any use of the Services through credentials or passwords issued to you shall be considered use by you. You agree to take due care in protecting such

credentials or passwords against misuse by others and to promptly notify IMS about any misuse and loss of credentials or passwords. If you breach the security measures established by IMS, IMS may suspend your access to the Services.]

## II. INTELLECTUAL PROPERTY

1. **Ownership.** You agree that all right, title, and interest in and to the Services (including, but not limited to, any images, photographs, animations, video, audio, music, text, and “applets” incorporated into the Services), and any copies of the Services, and any copyrights and other intellectual property therein or related are owned exclusively by IMS except to the limited extent that IMS may be the rightful license holder of certain third-party technologies or copyrights incorporated into or used with the Services. The Services are protected by copyright laws and intellectual treaty provisions. The Services are provided to you, subject to your continued payment of all relevant and applicable fees and your compliance with the terms hereof. IMS reserves all rights not otherwise expressly and specifically granted to you in this EUA. Any third party data or content, including any copyrighted materials, provided by IMS as part of the Services shall not be owned by you. Your data and content shall be owned by you or your customers; provided that you acknowledge that IMS has the right to use such data and content in the performance of the Services and to use any anonymized data or content as part of any market analytics, presentations or diagnostics.
2. **Usage Restrictions.** You will not (i) copy or duplicate the Services; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Services are compiled or interpreted, and you acknowledge that nothing in this EUA will be construed to grant you any right to obtain or use such source code; (iii) modify the Services, or create any derivative product from any of the foregoing, except with the prior written consent of IMS; or (iv) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, your rights hereunder. You will ensure that your access to and use of the Services complies with all applicable laws, statutes, regulations or rules.

## III. REPRESENTATIONS; LIMITED LIABILITIES

1. **Representations; Liabilities.** THE SERVICES ARE PROVIDED TO YOU "AS IS" AND IMS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. IMS DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR AVAILABILITY REQUIREMENTS OR THAT OPERATION OF WILL BE ERROR-FREE OR UNINTERRUPTED. IMS SHALL NOT BE LIABLE TO YOU FOR ANY INOPERABILITY OF OR FOR ANY LOSS OF INFORMATION OR OTHER INJURY, DAMAGE OR DISRUPTION OF ANY KIND. ANY USE BY YOU IS AT YOUR OWN RISK. IN NO EVENT WILL IMS BE LIABLE TO YOU (OR ANY OF YOUR CUSTOMERS) FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL

DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF USE, DATA, BUSINESS OR PROFITS OR COSTS OF COVER) ARISING OUT OF OR IN CONNECTION WITH THIS EUA OR THE USE, ACCESS TO OR PERFORMANCE OF THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT IMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

2. **Use of Service.** The data and content available through the Services do not constitute advice or the making of any recommendation and the data and content of the Services should not be relied upon as the basis for any decision or action. We exclude to the fullest extent permitted by law any and all liability for any direct, indirect or consequential loss or damage arising as a result of access to and use of the Services, reliance on the data or content contained on them or as a result of the Services being unavailable.
3. **Use of Data and Content.** The use of information obtained from the Services is at your sole discretion and risk and is limited to use within your own business entity, unless otherwise agreed to in writing by IMS.

#### IV. YOUR RESPONSIBILITIES

1. **Virus Prevention.** We take reasonable precautions to prevent viruses and malicious code in the Services, but you are responsible for ensuring that anything downloaded from the Services is suitable for use and is free from viruses and malicious code. We exclude to the fullest extent permitted by law any and all liability that may arise in connection with or as a result of any failure to do so.
2. **Access by You.** You are responsible for making all arrangements necessary to have access to the Services and all arrangements to use any third party data or content (including copyrighted materials).
3. **Availability.** We shall not be liable for any breach of this EUA or any failure to provide or delay in providing access to the Services resulting from any event or circumstance beyond our reasonable control including, without limitation, strikes, lockouts and other industrial disputes, breakdown of systems or network access or other technical equipment including hardware, server or cloud access or use, software, fire, explosion or accident.

#### V. TERMINATION; MISCELLANEOUS

1. **Termination.** This EUA shall remain in effect until either (a) any material breach of this EUA by you occurs, (b) your cancellation of the Services or failure to pay for the Services, or c) IMS's termination of your rights to the Services for convenience, which IMS may do at any time without liability to you. Upon termination of this EUA for any reason, you shall discontinue use of the Services, and shall remove any content or data (including any third party) created using the Services from any web page to which it has been deployed by you.
2. **This is the Entire Agreement.** This EUA (including any addendum or amendment to this EUA included with the Services) is the final, complete and exclusive statement of the entire agreement between you and IMS. This EUA supersedes any prior and contemporaneous proposals, purchase orders, advertisements, and all other communications in relation to the subject matter of

this EUA, whether oral or written. No terms or conditions, other than those contained in this EUA, and no other understanding or agreement which in any way modifies these terms and conditions, shall be binding upon the parties unless entered into in writing by IMS and you.

3. **Right to Change EUA.** We reserve the right to change any part of the Services or the EUA at any time without notice.
4. **You Indemnify IMS.** You agree to indemnify, hold harmless, and defend IMS and its members, directors, managers, agents, suppliers and resellers from and against any and all claims or lawsuits, including legal fees that arise or result from this EUA or relating to your negligence or wilful misconduct in connection with your receipt of, access to or use of the Services.
5. **Interpretation of this EUA.** If for any reason a court of competent jurisdiction finds any provision of this EUA, or any portion thereof, to be unenforceable, that provision of this EUA will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this EUA will continue in full force and effect. Formative of defined terms shall have the same meaning of the defined term. Failure by either party to enforce any provision of this EUA will not be deemed a waiver of future enforcement of that or any other provision.

#### **Applicable Law.**

#### **AMERICAS**

This EUA is governed by the laws of the United States; and the state of Illinois. The parties consent to the personal jurisdiction and venue of Illinois, and agree that any legal proceeding arising out of the EUA shall be conducted in the Commonwealth of Virginia.

#### **EMEA/APAC**

This EUA is governed by the laws of England. The parties consent to the personal jurisdiction and venue of England, and agree that any legal proceeding arising out of the EUA shall be conducted in England and shall be conducted in English.