

Terms and Conditions

Last Updated: 11/25/2016

1. Introduction

Signal Labs, Inc. (f/k/a PolitEar, Inc.), a Delaware corporation ("Signal Labs") operates the website located at www.SignalLabs.com, and any other websites owned or operated by Signal Labs or its affiliates that link to these Terms and Conditions (each, a "Site", and collectively, the "Site"). The Signal Labs service, available through our Site, APIs (if API access is provided) and mobile applications, is an online platform (the "Platform") that provides companies, and individuals (each, a "Client"), access to and use of the Site and its services, with certain media monitoring services (collectively, the "Services"). These Terms and Conditions, along with the Service Order Form (as defined below), if any, and any additional documents referenced therein (collectively, the "Agreement"), set forth the entire agreement regarding the use of the Services between you, as the Client, and Signal Labs. In case of a conflict between the terms of a Service Order Form and these Terms and Conditions, the terms of the Service Order Form shall control. Certain features of the Services may be subject to additional guidelines, terms, or rules, which will be posted on the Site. All such additional guidelines, terms, and rules are hereby incorporated by reference into this Agreement. As used herein, a "Service Order Form" means a document, either physical or electronic, signed by both parties identifying the Services to be made available to Client by Signal Labs pursuant to this Agreement. The Service Order Form shall specify the Term of authorized use of the Services, the Fees and other charges for the Services, any special payment terms, the scope of use, the permitted Usage Levels (including, but not limited to, number of Authorized Users, Profiles, Mentions, API Calls, integrations, other features and professional services, if any, included in Services).

PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT, BY REGISTERING OR SIGNING IN, BY EXECUTING OR ELECTRONICALLY ACCEPTING A DOCUMENT THAT REFERENCES THIS AGREEMENT, BY EXECUTING A SERVICE ORDER FORM, OR BY ENTERING, ACCESSING, BROWSING, SUBMITTING INFORMATION TO, OR OTHERWISE USING THE SERVICES, CLIENT ACKNOWLEDGES AND AGREES TO THE FOLLOWING AGREEMENT AND, IF APPLICABLE, REPRESENTS THAT THE INDIVIDUAL OR AGENCY ENTERING INTO THIS AGREEMENT ON BEHALF OF CLIENT (a) IS OF LEGAL AGE TO FORM A BINDING CONTRACT WITH SIGNAL LABS, AND (b) HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT PERSONALLY OR ON BEHALF OF THE ENTITY NAMED AS THE CLIENT OR OTHER LEGAL ENTITY, AND TO BIND THAT ENTITY TO THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE TERM "CLIENT" REFERS TO (i) THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE CLIENT WHEN REGISTERING, SIGNING UP, PURCHASING SUBSCRIPTIONS OR OTHERWISE USING THE SERVICES AND (ii) IN THE CASE OF A CLIENT'S USE OF THE SERVICES THROUGH AN AGENCY, THE CLIENT TOGETHER WITH THE AGENCY ACTING ON BEHALF OF THE CLIENT. IF SUCH INDIVIDUAL OR AGENCY DOES NOT HAVE SUCH AUTHORITY, OR IF CLIENT DOES NOT AGREE WITH THE TERMS AND CONDITIONS HEREIN, CLIENT MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT ACCESS OR USE THE SERVICES.

ADDITIONALLY, CLIENT MAY NOT ACCESS THE SERVICES FOR PURPOSES OF MONITORING THEIR AVAILABILITY, PERFORMANCE, OR FUNCTIONALITY, OR FOR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSES.

2. Definitions.

"Access Credentials" means username(s) and password(s) used to verify the Authorized User's identity to access their Authorized User Account on the Platform.

"API(s)" means an application programming interface that allows Client's software applications to interact with and retrieve data from the Platform.

"API Call" means each individual request sent by the Client's software application to the API to retrieve data from the Platform.

“Authorized User” means an individual who is authorized by the Client to access the platform, regardless of whether the individual is actively using the Product at any given time.

“Authorized User Account” means Client’s user account designated for a specific Authorized User to access the Services.

“Client(s)” means (i) the individual or legal entity, as applicable, identified as the client when registering, signing up, purchasing subscriptions or otherwise using the Services and (ii) in the case of a Client’s use of the Services through an Agency, the client together with the agency acting on behalf of the client.

“Client Data” means the results of the analytics performed by the Services specific to the Client’s Profiles in the Platform

“Client Mark(s)” means Client’s trademark(s), trade name(s), service marks(s) and similar trade dress.

“Ingestion” means the total volume of Mentions loaded into the Platform under the Profiles that are part of the Agreement.

“Mentions” means a single data point or story that is pulled into the Platform based on the Profile criteria.

“Overage Fees” means the fees, as set out in the Service Order Form, that Signal Labs will charge for usage in excess of the Usage Limits.

“Profile” means a single themed search based on a set of keywords used to query data in the Platform.

“Subscription” means, the paid-for subscription for the scope of the Services that have been purchased by Client for the Term in accordance with terms of the Agreement.

“Subscription Term” means the term of the Subscription as set out in the Service Order Form and/or other parts of the Agreement.

“Usage Limits” include, without limitation, the maximum allowable Authorized User Accounts, Profiles, Ingestion, and API Calls as specified in the Service Order Form and/or other parts of the Agreement.

3. Accounts.

In order to use certain features of the Services, Client will create accounts for those employees, agents or contractors authorized by Client to access and use the Services on behalf of Client and for which Client has paid the applicable fee(s), to access and use Client's user accounts (each such account, an "Authorized User Account," and each such user, an "Authorized User"). Authorized Users may never use another Authorized User Account. As part of the Authorized User Account set-up and registration process, Client may be asked to provide certain access credentials, such as username(s) and password(s) ("Access Credentials") . Client is responsible for the confidentiality and use of its Authorized User Accounts and agrees not to transfer or resell Client's access to or use of the Services to any third party. Further, Client acknowledges and agrees that Client is exclusively responsible for all activities that occur under Client's Authorized User Accounts. Client and each Authorized User agree to immediately notify Signal Labs of any unauthorized use of any Authorized User Accounts or any other breach of security related to the Services of which Client or such Authorized User becomes aware. Signal Labs reserves the right, with notice to Client, to change the password to any Authorized User Account, if Signal Labs believes, in its sole discretion, that the applicable password is no longer secure.

Client may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement. An Authorized User Account may not be shared with others (including other Authorized Users). If Client wishes to add Authorized User Accounts for additional Authorized Users, Client may order such additional Authorized User Accounts at any time by executing a new Service Order Form or other mutually agreed written agreement that details the number of additional Authorized User Accounts and their Access Credentials. Client acknowledges and agrees that Client will be liable for any breach of this Agreement by its Authorized Users.

4. Term.

Any access by Client to the Services prior to the execution of a Service Order Form will be deemed Client's acceptance to the terms of this Agreement. This Agreement shall commence on the earlier of (a) the date when the Client first accesses or uses the Services, (b) the date when Client accepts the terms and conditions of the Agreement (as described in the preamble above); or (c) the date listed on the applicable Service Order Form, and shall continue for the period set forth in the Service Order Form, or if no period is stated, one (1) year (each, an "Initial Service Term"). The Services shall be automatically renewed for

consecutive periods equal to the Initial Service Term (each, a “Renewal Term”), unless either party provides written notice to the other of its intention not to renew at least thirty (30) days prior to the expiration of the then-current term. Any written notice of Client’s intention not to renew shall be provided to the following e-mail address; renewals@signallabs.com. The Initial Service Term, together with any Renewal Term, is referred to herein as the “Term.”

5. Access through Resellers.

If an Authorized User obtains access to the Services through an account made available by a Signal Labs authorized reseller, the Authorized User acknowledges that (i) it will pay reseller all fees charged by the reseller for access to the Services, (ii) SIGNAL LABS MAKES NO WARRANTIES REGARDING THE SERVICES OR SERVICES CONTENT (AS DEFINED IN SECTION 7(D), BELOW) EXCEPT AS SET FORTH HEREIN, AND ANY WARRANTIES, EXPRESS OR IMPLIED, MADE BY RESELLER REGARDING THE SERVICES OR SERVICES CONTENT ARE SOLELY THOSE OF RESELLER AND NOT OF SIGNAL LABS. Authorized User agrees that Signal Labs may suspend or terminate any Authorized User Account and/or any Authorized User’s right to receive the Services in response to any reseller instructions, including any instruction based on Authorized User’s failure to pay the reseller any amounts owed by Authorized User to reseller for the Services.

6. Evaluation Trial.

a. General. If Client has not yet purchased Services, but has obtained them for evaluation purposes (such services, the “Evaluation Services”), then the terms of this Section 6 shall apply to the Evaluation Services and the terms in Sections 4, 7(a), 7(c), and 12 shall not apply to the provision and use of such Evaluation Services. For the avoidance of doubt, Section 7(a) sets out the license terms applicable to purchased Services.

b. Evaluation License and Term. In relation to Evaluation Services only and subject to the terms and conditions of this Agreement (excluding Section 7(a)), Signal Labs hereby grants Client the non-transferable, non-assignable, limited, revocable right to use the Evaluation Services (including any software, embedded therein) solely for the purposes of evaluating the performance and functionality of the Services, on a trial basis free of charge until the earlier of (i) fourteen (14) days after Client’s grant of access to the Evaluation Services (the “Evaluation Period”), or (ii) the start date of any Services purchased by Client. The Evaluation Period may be extended at the discretion of Signal Labs. The license in this Section 6(b)

and all of Client's rights to use the Evaluation Services will terminate at the end of the Evaluation Period or immediately in the event that Client breaches any material provision of this Agreement.

c. Disclaimer. ANY DATA THAT CLIENT OR ITS AUTHORIZED USERS UPLOAD OR ENTER INTO THE EVALUATION SERVICES DURING THE EVALUATION PERIOD, AND ANY CUSTOMIZATIONS MADE TO THE EVALUATION SERVICES BY OR FOR CLIENT DURING THE EVALUATION PERIOD, WILL BE PERMANENTLY LOST AND OR ERASED AT THE END OF THE EVALUATION PERIOD UNLESS CLIENT (i) PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE EVALUATION SERVICES, OR UPGRADED SERVICES, OR (ii) EXPORTS SUCH DATA BEFORE THE END OF THE EVALUATION PERIOD. IF CLIENT DOES NOT PURCHASE SERVICES PRIOR TO THE EXPIRATION OF THE EVALUATION PERIOD, SIGNAL LABS WILL HAVE NO LIABILITY OF ANY KIND TO CLIENT OR ANY THIRD PARTY FOR THE ERASURE OR DELETION OF ANY OF CLIENT'S OR ITS AUTHORIZED USERS' DATA BY SIGNAL LABS AFTER THE EVALUATION PERIOD.

7. License; Restrictions.

a. License. Subject to the terms and conditions of this Agreement (including any terms in the applicable Service Order Form) and Client's payment of applicable fees, Signal Labs hereby grants Client and its Authorized Users a nonexclusive, limited, revocable and nontransferable license to access and use the Services, solely during the Term and in accordance with the terms of this Agreement, and solely for the internal business purposes of Client. Signal Labs will provide Client with access to all of the features and functionality that it currently includes in the Services that it makes available to its general customer base for the Services specified in the Service Order Form.

b. Restrictions. Except as otherwise specifically provided in a Service Order Form or a separate written agreement between the parties, Client and each Authorized User agrees not to: (i) make the Services available to any third party or otherwise permit any third party to access or use the Services, other than on behalf of Client; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, or distribute the Services; (iii) modify or make derivative works based upon the Services; (iv) introduce software or automated agents or scripts to the Services so as to produce multiple accounts, generate automated searches, requests and queries, or to strip, scrape, or mine data from the Services; (v) utilize data for public consumption; or (vi) decompile, reverse engineer or reverse assemble any portion of the Services or attempt to discover any source code or underlying ideas or

algorithms of the Services or access the Services in order to (A) build a competitive product or service, (B) build a product using similar ideas, features, functions or graphics of the Services, or (C) copy any ideas, features, functions or graphics of the Services; (vi) use the Services to store or transmit material in violation of third party privacy rights; (vii) use the Services to store or transmit malicious code; (viii) interfere with or disrupt the integrity or performance of the Services or third party data contained therein; (ix) attempt to gain unauthorized access to the Services or their related systems or networks; or (x) remove or alter any trademark, logo, copyright or other proprietary notices associated with the Services. Signal Labs reserves the right, without limiting any other right or remedy available at law, in equity, or under this Agreement, to immediately suspend Client or each Authorized Users access to and use of the Services and/or immediately terminate this Agreement and any Service Order Form then in effect if Signal Labs determines, in its sole discretion, that Client or its Authorized Users are violating (or have violated) any provision set forth in this Section 7(b).

c. Updates and Upgrades. During the Term, Signal Labs may, in its sole discretion provide bug fixes, error corrections, patches and other improvements to the Services that do not significantly change the function of the Services ("Updates"). Once made available to Client, Updates, if any, will be deemed part of the Services under this Agreement. Signal Labs is not obligated to provide any Updates to the Services. Notwithstanding anything herein, Client acknowledges and agrees that Signal Labs may from time to time, release enhancements and improvements to the Services that significantly change the function of the Services ("Upgrades"). Upgrades, if any, will not be deemed part of the Services under this Agreement, and Signal Labs reserves the right to charge additional fees for such Upgrades.

d. Service Content. Client acknowledges that the Services (i) gather publicly available and licensed content from various Web sites and (ii) store, use, analyze, and make such content (collectively, the "Service Content") available to Client for its internal business purposes. The Service Content may be subject to copyright protection. By registering for the Services, Client agrees that it is requesting Signal Labs to aggregate and present the Service Content to Client and that Signal Labs does not own and has not cleared the rights for Client to use the original publicly available content in any manner. Service Content made available through the Services may not be modified, republished, reproduced, posted, transmitted, sold, offered for sale, or redistributed in any way without the prior written permission of Signal Labs. Client and all Authorized Users must abide by

all copyright notices, information, or restrictions related to any Service Content. If Client wishes to publicly display or publish the Service Content, it is responsible for obtaining the rights from the applicable copyright owner to do so. In the event that Client publishes any or all of the summarized analytics or metrics provided to Client from Signal Labs on the basis of Client's use of the Services, Client shall properly reference Signal Labs as the source of the analytics by including the following attribution adjacent to such summarized analytics or metrics: "Powered by Signal Labs". In no event will Signal Labs be responsible or liable for the Service Content itself or for Client's public use, display or publication of such Service Content. Client agrees to indemnify, defend, and hold harmless any Signal Labs Indemnitees (as defined in Section 15(a) below) from and against any and all Claims (as defined in Section 15(a) below) brought by third parties arising from or relating to Client's or its Authorized Users' use, display or publication of the Service Content. Signal Labs will retain Service Content for the shorter of the contract Term, two (2) years, or any terms set by its suppliers and licensors.

e. Ownership. As between Signal Labs and the Client and subject to the license grants under this Agreement, all rights, title and ownership interests in and to the Services (including the Site, any issued APIs (or other software) and the Service Content) and any and all worldwide intellectual property rights embodied therein are the exclusive property of Signal Labs and its suppliers and licensors. As between the parties and subject to the license grants under this Agreement, Client owns all right, title and interest in and to all Client Data (which means the results of the analytics performed by the Services) and any and all intellectual property rights embodied therein. For the avoidance of doubt, Client Data shall not include any Service Content and, Client Data may not be sold, offered for sale, distributed or otherwise used in a commercial manner. Client's and each Authorized User's rights with respect to the Services and all content and software contained therein will be only that of a licensee. Signal Labs and Client each respectively reserve all rights not expressly granted in this Agreement, and no licenses are granted by Signal Labs to Client or any Authorized User under this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth in this Agreement. Client will be responsible for backing up and retaining its Client Data. Signal Labs will retain Client Data for the shorter of the contract Term or two (2) years.

f. API Data Storage and Caching. In relation to the APIs only, caching, storage, and data deletion terms will apply as specified in the Service Order Form and / or documentation issued when the Client is issued their API access credentials (the

“API Key”). Notwithstanding the foregoing, upon termination or expiration of the Agreement, the Client must delete all cached or stored Service Content retrieved using the API no later than seven (7) days after the termination or expiration date of the Agreement.

8. Client's Responsibilities.

Client is responsible for obtaining and maintaining all equipment and services needed for access to and use of the Services. As a condition of its access to the Services, Client and each Authorized User represents and warrants that it shall not use the Services to: (a) transmit any material that is abusive, harassing, tortious, defamatory, vulgar, pornographic, obscene, libelous, invasive of another's privacy, constitutes hate speech, promotes violence, bigotry, or racial or religious intolerance, or is otherwise offensive or objectionable; (b) impersonate any person or entity, or otherwise misrepresent Client's affiliation with a person or entity; (c) bully, intimidate, or harass any Client, Authorized User or member of the public; (d) interfere with or disrupt Signal Labs' servers or networks connected to Signal Labs, or disobey any requirements, procedures, policies, or regulations of networks connected to Signal Labs; (e) attempt to access any other Signal Labs' systems that are not part of these Services; or (f) violate or promote the violation of any federal, state and local laws, third party rights, or any obligations under this Agreement. In addition, Client represents and warrants that it is not an organization or foreign government designated by the United States Department of State as a State Sponsor of Terrorism, a Foreign Terrorist Organization, or otherwise included on the list of Individuals and Entities Designated by the State Department under Executive Order 13224. If Signal Labs determines, in its reasonable business discretion, that Client is in violation of the terms of this Section 8, Signal Labs shall have the right, in its sole discretion, to immediately terminate this Agreement and cease providing Client with access to the Services upon written notice thereto.

9. Third Party Sites and Links.

Client and each Authorized User understand that the Services may include links to third-party sites and the use of any third party sites are subject to the terms and conditions posted on such third-party sites. If a Client or Authorized User decides to leave the Site and access any third-party sites, each Client or Authorized User does so at its own risk and this Agreement shall no longer govern. Each Client or Authorized User should review the applicable terms and policies of such third-party sites, including privacy and data gathering procedures. Signal Labs

does not control such third party sites and is not responsible for their contents or their practices. Signal Labs' inclusion of a link to any other Web site or Internet resource in the Services is for Client's convenience only and does not signify Signal Labs' endorsement of such other Web site or Internet resource or any of the contents contained therein. Signal Labs shall have no responsibility or liability for any information, software, or materials obtained from such third-party Web sites or Internet resources.

10. Marks; Reference Rights.

a. Marks. "Signal Labs" and the Signal Labs logo, as well as certain other words and logos, trademarks and service marks displayed on the Signal Labs Site or any Signal Labs content, such as reports shall be referred to as "Signal Marks". Ownership of all Signal Labs Marks and the goodwill associated therewith remains with Signal Labs and its licensors. Any trademarks, service marks and logos found in the Service Content, other than Signal Marks, shall be referred to as "Third Party Marks". Client is not authorized to use any Signal Marks or Third Party Marks without the prior written consent of Signal Labs or the applicable third party.

b. Reference Rights; Publicity. Client hereby agrees that Signal Labs may reference the Client name relating to Client's use of the Services in confidential customer and prospect communications. Unless otherwise set out in the Service Order Form, Signal Labs shall obtain prior consent from Client for any other non-confidential communications or use of the Client name or Client Mark.

11. Feedback.

If a Client or an Authorized User sends or transmits any communications, comments, questions, suggestions, or related materials to Signal Labs, whether by letter, email, telephone, or otherwise (collectively, "Feedback"), suggesting or recommending changes to the Services, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. Each Client and its Authorized Users hereby assign all right, title, and interest in, and Signal Labs is free to use, without any attribution or compensation to a Client or its Authorized Users, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Each Client and its Authorized Users understand

and agree that Signal Labs is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and a Client and its Authorized Users have no right to compel such use, display, reproduction, or distribution.

12. Payment.

In consideration for the access rights granted to Client and the services performed by Signal Labs under this Agreement, Client will pay to Signal Labs the fees and expenses set forth in the Service Order Form ("Fees"). Except as otherwise provided in a Service Order Form, all Fees are due in advance and payable net thirty (30) days from the date of Signal Labs' invoice. If Signal Labs has not received payment of the Fees by the applicable due date on an invoice, then Signal Labs may assess a late fee of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. The Fees do not include any taxes. Client shall be responsible for paying any taxes, duties or withholdings associated with the Services purchased hereunder and otherwise based on the Service Order Form (excluding taxes based on Signal Labs' income). Client will pay, indemnify and hold Signal Labs harmless from any taxes and any costs associated with the collection or withholding thereof, including penalties and interest. If Signal Labs has the legal obligation to pay or collect taxes for which Client is responsible under this Section 12, the appropriate amount shall be invoiced to and paid by Client unless Client provides Signal Labs with a valid tax exemption certificate authorized by the appropriate taxing authority. Unless otherwise stated, Signal Labs may suspend the Services if payments are not received within thirty (30) days after the due date, and Services will remain suspended until all undisputed payments due for the Services are received. In the event of such suspension, Client shall remain responsible for the total agreed upon Fees. Any fees incurred by Signal Labs, including but not limited to any collection costs, legal filing fees, agency fees and attorney's fees, as a result of having to pursue payment will be the responsibility of the Client. If there is a conflict between the terms of this Agreement and any purchase order submitted by Client, this Agreement shall control. Any additional or different terms in invoices, acknowledgment forms, purchase orders, or other communications, are deemed material, are objected to, and rejected by the parties, unless agreed to in a signed writing by the parties. Except as expressly set forth in Section 13(a), Signal Labs shall have no obligation to refund prepaid fees under any circumstances. If Client exceeds its permitted use of the Services, Overage charges may apply. Client may change its Usage

Levels (including, but not limited to, number of Authorized Users, Profiles, Mentions, API Calls or other features of the Services) at any time provided that (i) any such change will not release Client payment obligations or reduce Client's total Fees that are in effect prior to such change, (ii) Client provides Signal Labs with prior written notice, and (iii) Client first pays any additional applicable Fees for the changed Services at then-current rates. If the foregoing occurs during a contract Term, Client acknowledges that any incremental cost will be prorated over the remainder of the Term. For any Renewal Term, Signal Labs will increase the Fees for the existing Services by up to 5%. Signal Labs does not guarantee refunds for lack of usage or dissatisfaction.

13. Termination.

a. Termination. Either party may terminate this Agreement or a Service Order Form for a material breach by the other party of the terms hereof, if the defaulting party fails to cure such material breach within fifteen (15) days of its receipt of written notice of the breach from the non-defaulting party. In addition, Signal Labs may immediately terminate this Agreement or a Service Order Form if Client: (i) terminates its business activities or becomes insolvent; (ii) admits in writing to the inability to pay its debts as they mature; (iii) makes an assignment for the benefit of creditors; (iv) becomes subject to direct control of a trustee, receiver or similar authority; or (v) does not pay the Fees when due as described in Section 12. In the event this Agreement is terminated under this Section 13 due to Client's uncured material breach, Client agrees that, without limiting any other rights or remedies of Signal Labs, Client will pay all remaining Fees payable through the remainder of the Term. In the event this Agreement is terminated under this Section 13 due to Signal Labs' uncured material breach, Client shall be entitled to a pro rata refund of all Fees previously advanced to Signal Labs from the date of the termination through the end of the Term. Sections 7(b), 7(d), 7(e), 7(f), 8, 9 and 11-18 will survive the termination or expiration of this Agreement for any reason.

b. Effects of Termination. Upon any expiration or termination of this Agreement: (i) the right of Client and the Authorized Users to use the Services shall cease, and Signal Labs shall have no further obligation to make the Services available to Client or any Authorized Users; (ii) except as otherwise expressly stated herein, all other rights and licenses granted to Client and the Authorized Users under this Agreement will immediately cease; (iii) except as otherwise expressly set forth in Section 13(c), Signal Labs will have no obligation with respect to any Client Data;

and (iv) Client will pay any unpaid Fees payable for the remainder of the Term under any applicable Service Order Form in effect prior to the termination date.

c. Treatment of Client Data upon Termination or Expiration. Client shall have access to the Client Data through the date of termination or expiration of this Agreement. Signal Labs shall have no obligation to store or permit Client to retrieve any Client Data following the termination or expiration of this Agreement.

14. Confidentiality.

a. Definition; Restrictions. As used herein, "Confidential Information" means all confidential information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or the Receiving Party knows or should know, given the facts and circumstances surrounding the disclosure of the information by the Disclosing Party, is confidential information of the Disclosing Party. Confidential Information includes, but is not limited to, the terms of this Agreement as well as components of the business plans, inventions, product plans, design plans, financial plans, computer programs, know-how, customer information, strategies, marketing plans, technology and technical information, business processes and other similar information. Without limiting the foregoing, Signal Labs' Confidential Information includes the Services and Client's Confidential Information includes the Client Data. Confidential Information does not include information that: (i) is in or enters the public domain without breach of this Agreement through no fault of the Receiving Party; (ii) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (iii) the Receiving Party can demonstrate was developed by the Receiving Party independently and without use of or reference to the Disclosing Party's Confidential Information; or (iv) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party shall (A) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care); (B) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (C) limit access to Confidential Information of the Disclosing Party to those of Receiving Party's employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

b. Compelled Disclosure. Notwithstanding Section 14(a), the Receiving Party may disclose the Disclosing Party's Confidential Information if it is compelled to do so by law or in connection with other legal proceedings involving the Disclosing Party, provided that the Receiving Party gives the Disclosing Party prior written notice of such compelled disclosure (to the extent legally permitted) so as to permit the Disclosing Party a reasonable opportunity to prevent such disclosure. If the Receiving Party is compelled by an order or requirement of a court of competent jurisdiction to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information. In the event Signal Labs is obligated to respond to a third party subpoena or other compulsory legal order or process with respect to any Client Data, Client will promptly reimburse Signal Labs for all reasonable attorneys' fees, as well as employees' time and materials, at Signal Labs' then-current hourly rates, incurred in connection with such response.

15. Indemnification.

a. Client Indemnification. Client agrees to indemnify, defend, and hold harmless Signal Labs, its parents, subsidiaries, affiliates, officers, directors, employees, consultants, and agents (together, the "Signal Labs Indemnitees") from and against any and all actual or threatened claims, suits, actions or proceedings, liabilities, damages, losses, costs, expenses, and fees (including reasonable attorneys' fees) (together, "Claims") brought by third parties (including Authorized Users) arising from or relating to (i) any information Client, or any Authorized User, submits, posts, or transmits through the Services or any other act or omission of Client or any Authorized User in connection with the Services, (ii) Client's, or any Authorized User's, grossly negligent use or intentional misuse of the Services, (iii) Client's, or any Authorized User's, breach of its material obligations under this Agreement, (iv) Client's, or any Authorized User's, violation of any rights of any other person or entity arising out of or related to the use of the Services, and (v) representations and warranties provided by a Client or its Authorized Users.

b. Signal Labs Indemnification. Signal Labs agrees to indemnify, defend, and hold harmless Client, its parents, subsidiaries, affiliates, officers, directors, employees, consultants, and agents (together, the "Client Indemnitees") from and against any Claims brought by third parties arising from or relating to (i) Signal Labs' gross negligence or intentional misconduct, and (ii) Signal Labs's violation of a third

party's intellectual property rights directly arising out of the Client's or an Authorized User's use of the Platform in accordance with the terms of this Agreement or any documentation provided to Client. Notwithstanding the foregoing, Signal Labs shall have no indemnification obligation with respect to any Claims (i) arising out of or related to the Service Content or the Client Data (ii) to the extent Client is required to indemnify Signal Labs Indemnitees for such Claims under Section 15(a).

16. Warranty Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SIGNAL LABS AND ITS SUPPLIERS PROVIDE THE SERVICES "AS-IS" AND "AS AVAILABLE" AND DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT OR WARRANTIES THAT MAY ARISE BY OPERATION OF LAW. SIGNAL LABS AND ITS SUPPLIERS DO NOT GUARANTEE ANY SPECIFIC RESULTS FROM THE USE OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, SIGNAL LABS AND ITS SUPPLIERS MAKE NO WARRANTY THAT THE SERVICES WILL BE FREE OF BUGS, UNINTERRUPTED, RELIABLE, OR ERROR-FREE. SIGNAL LABS DISCLAIMS ALL LIABILITY IN CONNECTION WITH THE COLLECTION, STORAGE, REPRODUCTION, AND PROVISION OF THE SERVICE CONTENT TO CLIENT AND CLIENT'S USE OF SERVICE CONTENT. THE FOREGOING DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

17. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) SIGNAL LABS WILL NOT BE LIABLE FOR ANY LOSS OF USE, LOST PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF CONTENT (OR ANY CONTENT RELATED THERETO) OR ANY INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THE SERVICES, THE SERVICE CONTENT, OR THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) EXCEPT IN THE EVENT OF ITS WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT WILL SIGNAL LABS'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, AND THE SERVICE

CONTENT, WHETHER SOUNDING IN TORT, CONTRACT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO SIGNAL LABS WITHIN THE SIX (6) MONTHS PRECEDING SAID CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

18. General

a. Operating Hours and System Maintenance. Signal Labs shall use commercially reasonable efforts to ensure that the Client receives uninterrupted and continuing service throughout the Term. Signal Labs may need to carry out routine maintenance or urgent maintenance on the Services or the Services may become unavailable for reasons not within Signal Labs' control. In such cases, Signal Labs shall use commercially reasonable efforts to inform the Client of any downtime and restore the Signal Labs Services as soon as reasonably practicable.

b. Independent Contractor. Nothing in this Agreement is intended nor shall be deemed to create a partnership, agency, employer-employee, or joint venture relationship between the parties. There is no fiduciary duty or special relationship of any kind between the parties to this Agreement. Neither party is, nor will either party hold itself out to be, vested with any authority to bind the other party contractually, or to act on behalf of the other party as a broker, agent, or otherwise.

c. Severability; Waiver; Modifications. If any portion of this Agreement is found to be invalid, illegal, or unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect, and, if needed, the parties or a court of competent jurisdiction shall substitute suitable provisions having like economic effect and intent. A waiver under this agreement by a party will be effective only if in writing and signed by the party making the waiver. Any waiver or failure by either party to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. The headings of Sections of this Agreement are for convenience only and are not to be used in interpreting this Agreement. "Includes" and "including" are not limiting. This Agreement may only be modified as provided for herein, and otherwise cannot be modified, terminated or amended in any respect orally or by conduct of the parties without written agreement by the parties.

d. Assignment. Each party may assign this agreement to a third party only with the other party's express prior written consent. Any attempted assignment or

transfer in violation of the foregoing will be void. Notwithstanding the foregoing, Signal Labs may assign this Agreement to any other party without consent or notice as part of a merger, acquisition, consolidation or a change of control transaction.

e. Changes to this Agreement. From time to time, Signal Labs will review, audit, and update this Agreement, the Services, pricing terms, pricing assumptions and/or the pricing model, at any time upon written notice to Client. Any of the foregoing changes shall not affect the existing Fees of the Client's then-current Subscription Term. Signal Labs may provide Client such notice by conspicuously posting notice of the applicable changes on its Site, or sending an e-mail to Client and/or the Authorized Users. Client and each Authorized User are responsible at all times for keeping the information in the Authorized User Accounts, including the email addresses associated therewith, up-to-date and accurate. If the last e-mail address that Client or an Authorized User has provided to Signal Labs is not valid, or for any reason is not capable of delivering to Client or the Authorized User the notice described in this Section 18(e), Signal Labs' dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. If Client or its Authorized Users object to any material changes to the terms of this Agreement or the scope of Services, Client's sole recourse shall be to cancel Client's Subscription to the Services within thirty (30) days' of the date notice is given pursuant to this Section 18(e). If Client cancels its Subscription pursuant to this Section 18(e), Signal Labs does not guarantee any refunds for dissatisfaction with or objections to the Agreement or any modifications thereto. Continued use of the Services by Client and any Authorized User following the thirty (30) day period after Signal Labs' delivery of notice of the changes shall constitute Client's or the Authorized User's acceptance of such changes, as applicable. Signal Labs reserves the right to modify, suspend, or discontinue the Services with or without notice to Client. Signal Labs will notify Clients via the Services of any significant updates thereto. Signal Labs shall not be liable should Signal Labs exercise its right to modify, suspend, or discontinue the Services.

f. Drafting Parties. Each party agrees that it has reviewed and approved this Agreement, and accordingly any presumption or rule of construction permitting ambiguities to be resolved against the drafting party shall not be employed in the interpretation or application of this Agreement.

g. Choice of Law; Venue. This Agreement shall be construed under the laws of the State of California, notwithstanding any choice-of-law principle that might dictate a different governing law. Each party irrevocably agrees, consents, and submits to the exclusive jurisdiction of and venue in the federal and state courts located in San Francisco, California with respect to any dispute arising out of or relating in any way to this Agreement.

h. User Disputes. Signal Labs is not responsible for addressing any disputes between Client and the Authorized Users or between Authorized Users. In the event of a concern, claim or dispute between or among Client and any Authorized Users, the parties to the dispute must communicate directly with each other in order to resolve the dispute. In the event Signal Labs receives complaints about Client or any Authorized User, Signal Labs will determine, in its sole discretion, whether to investigate the complaint and may direct Client or the applicable Authorized User to respond to the other party directly.

i. Electronic Communications. The communications between Client and Signal Labs use electronic means, whether Client visits the Site or sends Signal Labs emails, or whether Signal Labs posts notices on the Site or communicates with Client via email. For contractual purposes, Client (i) consents to receive communications from Signal Labs in electronic form; and (ii) agrees that all terms and conditions, agreements, notices, disclosures and other communications that Signal Labs provides to Client electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect Client's statutory rights.

j. Notice. Where Signal Labs requires Client to provide an email address, Client is responsible for providing Signal Labs with Client's most current email address. In the event that the last email address Client provided to Signal Labs is not valid, or for any reason is not capable of delivery to Client of any notices required or permitted under this Agreement, Signal Labs' dispatch of the email containing such notice will nonetheless constitute effective notice. Client may give notice to Signal Labs at the following email address: sales.info@signallabs.com or the following physical address: 995 Market St, 16th Floor, San Francisco, CA, 94103.

k. DMCA Notice. If Client or any Authorized User believes that material on the Site or located on or sent via a Signal Labs product infringes the copyright or other intellectual property right (for example, trademark rights) of Client or the Authorized User, as applicable, Client or the Authorized User may send Signal Labs a written notice ("DMCA Complaint Notice"). The DMCA Complaint Notice

must contain the following details: (i) the name, mailing address, telephone number and email address of Client or the Authorized User, as applicable; (ii) sufficient detail about the allegedly infringing material, including the intellectual property right Client or the Authorized User, as applicable, alleges is being infringed; (iii) the URL or other specific location on the Site or in the product that contains the material that Client or the Authorized User, as applicable, claims is infringing; (iv) a statement by Client or the Authorized User, as applicable, that it has a good faith belief that the disputed use is not authorized by the intellectual property right owner, its agent, or the law; (v) a statement by Client or the Authorized User, as applicable, that the information contained in the DMCA Complaint Notice is accurate and that Client or the Authorized User, as applicable, attests under the penalty of perjury that it is the owner of the intellectual property right or is otherwise authorized to act on such owner's behalf; and (vi) an electronic or physical signature of the owner of the intellectual property right or a person authorized to act on the owner's behalf. The DMCA Complaint Notice must be sent to Signal Labs' registered copyright agent at the following: (A) 995 Market St, 16th Floor, San Francisco, CA, 94103 Attn: Legal Department DMCA Complaint; (B) via email to legal@signalabs.com (include "DMCA Complaint" in the subject line). Upon receipt of proper written notice, Signal Labs will attempt to expeditiously remove or disable the allegedly infringing material, regardless of the nature of the material (a post, a webpage, or presentation slide, for example). Signal Labs will document the alleged infringements on which it takes action in response to the DMCA Complaint Notice. Signal Labs will attempt to notify the user who posted or uploaded the allegedly infringing material and, if requested, provide a report to the user.