

TERMS OF SERVICE

Customer will be entitled to access and use the Services upon Customer's acceptance of these Terms of Service by entering into an Ordering Agreement, and submission to Kollektive of a Service Order by an Authorized Reseller. Together, these Terms of Service, the Ordering Agreement and the Service Order will constitute the "Agreement" which will govern Customer's subscription to use and access the Kollektive Services. Capitalized terms have the meanings given under "Definitions."

1. Use Rights. Subject to compliance with the Agreement and during the Subscription Term, Kollektive hereby grants Customer the right to access and use the Kollektive Services for the number of Users set forth in the Service Order. Customer will use all reasonable efforts to ensure compliance with the terms of Service of the Agreement by its Users, and will be responsible and liable for any non-compliance by Users.
2. Acceptable Use Policy. Customer may not use the Kollektive Services:
 - a. in a manner prohibited by law, regulation, governmental order or decree;
 - b. to violate the rights of others;
 - c. to try to gain unauthorized access to or disrupt any service, device, data, account or network;
 - d. to spam or distribute spam or malware;
 - e. in a way that could harm the Kollektive Services or impair anyone else's use of them; or
 - f. in any application or situation where failure of the Kollektive Services could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.

Violation of any of the terms in this Section 2 may result in suspension of Customer's access to and use the Kollektive Services.

3. Intellectual Property. Except as otherwise expressly stated herein, nothing in this Agreement creates any right of ownership in or license to Customer in or to the Kollektive Services, and each party will continue to independently own its intellectual property and proprietary information. Any rights not expressly granted to Customer herein are reserved by Kollektive. Customer agrees not to remove or destroy any proprietary, trademark or copyright markings or notices placed upon or contained within the Kollektive Services. Customer agrees not to copy, modify, translate, disassemble, decompile, reverse engineer, create derivative works of, or make any other attempt by any means to discover or obtain the source code or other proprietary information included in the Kollektive Services. As between Kollektive and Customer, Customer owns all Customer Data. Customer represents and warrants it either owns or has sufficient rights to upload Customer Data to the Kollektive Services. Customer grants Kollektive a license during the Subscription Term to use Customer Data solely for the purposes of performing the Kollektive Services.

4. Limitation of Liability. EXCEPT IN CONNECTION WITH A PARTY'S LIABILITY THAT MAY ARISE UNDER SECTIONS 7 OR 8 OR FOR A PARTY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT: (i) IN NO

EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR IN CONNECTION WITH THIS AGREEMENT; AND (II) EACH PARTY'S RESPECTIVE LIABILITY TO THE OTHER ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED IN THE AGGREGATE TO THE TOTAL AMOUNT PAYABLE BY CUSTOMER IN THE SERVICE ORDER. KOLLECTIVE HAS NO LIABILITY OF ANY KIND OR NATURE FOR DAMAGES, EXPENSES OR OTHER COSTS INCURRED BY CUSTOMER AS A RESULT OF THE PERFORMANCE OF THIRD PARTY PRODUCTS OR SERVICES USED IN CONJUNCTION WITH THE KOLLECTIVE SERVICES (INCLUDING WITHOUT LIMITATION ANY PRODUCTS OR SERVICES PROCURED FROM OR PROVIDED BY AUTHORIZED RESELLER).

5. Representations and Warranties; Disclaimer. Kollektive represents and warrants that:
- a. it has full rights and authority to enter into, perform under, and grant the rights in, the Agreement;
 - b. the Kollektive Services will substantially have the functionality described in the Documentation;
 - c. the Kollektive Services will not contain viruses or other malicious code that will degrade or infect any products, services, software, or Customer's network or systems; and
 - d. while performing under the Agreement, Kollektive will comply with applicable laws.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION 5, THE KOLLECTIVE SERVICES ARE PROVIDED TO CUSTOMER BY KOLLECTIVE PURSUANT TO THIS AGREEMENT PROVIDED "AS IS". KOLLECTIVE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Technical Support. Technical support for the Kollektive Services will be provided by Kollektive to Customer in accordance with the terms of Appendix 1 to these Terms of Service.

7. Confidentiality and Data Privacy.
- a. The parties may have access to and acquire Confidential Information of the other party. The Receiving Party agrees to protect from disclosure to third parties all such Confidential Information received from the Disclosing Party with the same degree of protection it uses to protect its own Confidential Information of a similar nature (but in no event less than reasonable care); provided, however, that the Receiving Party may disclose the terms of this Agreement to its legal and business advisors if such third parties agree to maintain the confidentiality of such Confidential Information under terms no less restrictive than those set forth herein. The Receiving Party further agrees to use the Confidential Information only for the purpose of performing the Agreement.
 - b. Each party agrees to comply with all applicable laws, rules, regulations, and government orders and directives relating to Personal Data. If applicable, the parties agree to comply

with the Controller Processor Addendum published at https://kollektive.com/wp-content/uploads/2018/08/Controller-Processor-Addendum_8-6.pdf , which is made part of the Agreement and hereby incorporated herein.

8. Indemnification. Kollektive shall defend the Customer Indemnified Parties from and against any and all Claims and shall pay or reimburse such Customer Indemnified Parties for any and all third party damages, costs and expenses (including reasonable outside attorneys' fees) incurred by such Customer Indemnified Parties in connection with any such Claim; provided that all relevant Customer Indemnified Parties provide Kollektive with: (a) prompt written notice of the Claim; (b) sole control of the defense and settlement of the Claim (provided that Kollektive must request and receive Customer's written consent for any settlement in which Customer admits liability, or that requires Customer to take future action); (c) all reasonably available information and assistance reasonably requested by Kollektive; and that (d) Customer has not compromised, settled or prejudiced such Claim. Kollektive shall have no liability for any Claims pursuant to this Section 8 where such Claims arise from or are caused by: (i) Customer's use of the Kollektive Services other than in accordance with the Agreement or the Documentation; (ii) use of the Kollektive Services in combination with any software, programs or equipment not specified in the Documentation where the Claim would have been avoided but for the use of such software, programs or equipment; or (iii) modifications to the Kollektive Services made by anyone other than Kollektive or on its behalf. If any portion of the Kollektive Services becomes the subject of a Claim, Kollektive may, in its reasonable discretion and at its option, in addition to its obligations under this Section 8: (x) modify the Kollektive Services to be non-infringing without material loss in functionality or performance; (y) obtain for Customer the right to continue use of the affected Kollektive Services; or (z) if neither of the foregoing is available to Kollektive on commercially reasonable terms, terminate the Agreement and refund to the Customer any fees previously paid for the period after termination.

9. Term and Termination. The term of the Agreement will coincide with the Subscription Term. Either party may terminate the Agreement: (a) as set forth in the Service Order; (b) as set forth in Appendix 1; or (c) upon written notice to the other party in the event that a party commits a material breach of the Agreement and has not cured such breach within thirty (30) days written notice of such breach. Upon termination, Customer must immediately cease all use of the Kollektive Services. The terms of Sections 3-11 will survive any termination or expiration of the Agreement.

10. General Provisions. The Agreement constitutes the entire agreement between Customer and Kollektive, and supersedes all previous agreements and understandings, whether oral or written, with respect to the subject matter hereof. The Agreement will be governed by the laws of California, excluding its conflicts of laws rules. If any part of this Agreement is found to be void, unenforceable or invalid, it will not affect the other provisions of this Agreement. This Agreement can only be modified by Kollektive after providing written notice. Customer will be deemed to have accepted such modification by continuing to use the Kollektive Services after receiving notice of the modification. Failure by Kollektive to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Customer may not assign this Agreement or any right or obligation hereunder without Kollektive's prior written consent. Each party will perform its obligations

hereunder as an independent contractor and not as an agent or representative of the other party. Nothing in this Agreement will be deemed or construed as creating a partnership, joint venture, or any similar relationship between the parties.

11. Definitions.

“Authorized Reseller” means an entity that has been authorized by Kollektive to resell and distribute the Kollektive Services.

“Claim” claims, demands, suits or proceedings made or brought by third parties to that alleges that the Kollektive Services or any component thereof infringe any copyright, trade secret or issued patent.

“Confidential Information” means non-public information that is designated “confidential” or that a reasonable person should understand is confidential, including, but not limited to, Customer Data and the terms of this Agreement. Confidential Information does not include information that: (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; (4) is a comment or suggestion volunteered about the other party’s business, products or services; or (5) is required by law or judicial order, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such required disclosure in order to afford the Disclosing Party an opportunity to seek a protective order or other legal remedy to prevent the disclosure, and shall reasonably cooperate with the Disclosing Party’s efforts to secure such a protective order or other legal remedy to prevent the disclosure.

“Customer” means the entity accepting these Term of Service as part of the Agreement to access and use the Kollektive Services.

“Customer Data” means all data uploaded by or on behalf to the Kollektive Services in connection with Customer’s use of the Kollektive Services, including video content and software, for the purpose of distribution to Users.

“Customer Indemnified Party” mean Customer and/or its directors, officers and employees against whom a Claim is made.

“Disclosing Party” means a party disclosing Confidential Information.

“Documentation” means the written materials made available by Kollektive to its customers generally that defines the functionality of the Kollektive Services and provides information and instruction regarding installation and use thereof.

“Kollektive” means Kollektive Technology, Inc., a Delaware corporation.

“Ordering Agreement” means a separate contractual agreement entered into between Authorized Reseller (or its agent) and Customer authorizing order of Kollektive Services on behalf of Customer.

“Personal Data” means any and all data pertaining to an identifiable individual. Personal Data shall include any such data in any media or format, including both paper and electronic.

“Receiving Party” means a party receiving Confidential Information.

“Service Order” means the ordering document that Authorized Reseller submits to Kollektive on behalf of Customer setting forth the identity of Customer, the Kollektive Services, the Subscription Term, number of Users, and the fees payable for the Kollektive Services.

“Subscription Term” means the period of time that Customer is permitted to access and use the Kollektive Services as set forth in the Services Order.

“User” means an employee, contractor or other individual authorized by Customer to access and use the Kollektive Services.

Appendix 1 Technical Support Services

Customer Technical Support

Technical support for the Services will be available to Customer as defined in Table A1:

Priority Code	Telephone	Email
P1 and P2	24 x 7 x 365	Monday through Friday Business Hours in time zone
P3 and P4	Monday through Friday Business hours in time zone	Monday through Friday Business Hours in time zone

Table A1: Kollektive Technical Support.

All support issues should be reported via e-mail to support@kollektive.com. Calls are routed based on the 'follow-the-sun' customer support methodology.

Support hotline:

USA: +1 877 800 1243

UK (EMEA): +44 (0) (800) 368-9737 UK Toll-Free / +44 (0) 2038 905051 UK local /

Singapore (Asia Pacific): +65 6813 2296

Worldwide: +1 650 331 3859

Business Hours, Monday through Friday, 12 AM – 8 PM Pacific Time | 8AM – 2AM UTC.

Customer will provide to Kollektive one contact name and an alternate, including a telephone/pager number and e-mail address for each person, who will be primarily responsible for communicating technical support issues to Kollektive as well as an alternate (the "Customer Technical Representative(s)").

To report an Error (defined as material failures of the Services to perform substantially in accordance with the Documentation) or to otherwise make a request for technical support, a Customer Technical Representative should initially contact a Support Representative via email at support@kollektive.com or through the support line ((877) 800-1243 within the U.S. or (650) 331-3859 outside the U.S.) during the during Business Hours (except that technical support is provided on a 24 x 7 basis for Priority 1 problems). The Support Representative will obtain all relevant information from the Customer Technical Representative regarding the support issue(s), will assign a priority code, and will route the issue(s) to the appropriate support or engineering resources (the "Support Specialist"). At any time Customer's Technical Representative can request to the Support Representative that the priority code be raised.

Response Times Objectives for Support Calls and Escalation

The Support Representative will respond to the Customer Technical Representative according to the Response Times set forth in Table A2. Response times are based on Business Hours (i.e. support requests made after hours, except for P1 issues, will be answered the following business day). The Support Representative will be responsible for driving technical issues to resolution using the required effort level set forth below. In the event an issue is not resolved in accordance with the "Escalation" column in Table A2, the issue will be escalated to the next highest priority level.

Priority Code Definition	Response Time	Required Effort Level	Escalation	Notification and Oversight Responsibility
P1 = Service(s) is completely unavailable. 100% of End Users unable to login, view new Content or access portal	Within 1 hour	24 x 7 efforts until problem resolved	N/A	VP of Support
P2 = Major feature(s) are impaired. Some End Users may login and capable of accessing some features, but major features such as viewing Content is impaired for a majority of End Users	4 Business Hours	All diligent efforts considering the circumstances and nature of the problem to resolve as soon as reasonably possible	4 Business Hours after initial response, escalate to P1	Director of Support
P3 = Minor features are impaired	24 Business Hours	Diligent efforts to resolve during Business Hours	24 Business Hours after initial response, escalate to P2	Manager of Support
P4 = Customer request regarding performance issues that have little or no material effect on Customer's ability to use the Services	48 Business Hours	Log Customer's request and prioritize in current or next release as appropriate	N/A	Support Representative

Table A2. Collective Response Times to Customer Support Requests.

Customer shall provide sufficient information to Collective for Collective to duplicate the circumstances indicated in the reported Error. Collective's ability to resolve Errors will depend, in some cases, on the ability of Customer to provide accurate and detailed information, and to conduct diagnostic and test activities that will aid the Collective assigned engineer to replicate/reproduce the Error. Collective requires that Customer be prepared to devote reasonable time and resources to working with Collective engineer(s) to resolve Errors.

Upgrades and Supported Versions

Upgrades to the latest versions of the Services are available to Customer at no additional cost as they are released by Collective. Collective will provide support only for Supported Versions of the Collective Agent and will not have responsibility to provide support for earlier versions. Customer shall deploy a Supported Version in order for Collective to provide interoperability with the current version of its products and services. For Browser-based Peering, "Supported Versions" will be any version of the Collective Platform running through a web-browser that supports WebRTC Data-Channel communication in its then-current embodiment. Non-WebRTC Data-Channel compliant browsers may be supported in Collective IQ but will not support Browser-based Peering. For Content Service implementations using the Collective Agent, only versions of the Collective Agent that are less than two years past their General Availability date (as provided by Collective to Customer upon deployment of such version) are Supported Versions. If Customer requires significant technical support to upgrade from a non-Supported Version to a newer version of the Collective Agent, additional charges may apply. Such charges will be mutually agreed to by the Parties in a written and executed Statement of Work.

Availability and Measurement

The Services shall be available for at least ninety-nine and nine-tenths percent (99.9%) of the time within each one (1) calendar month period excluding: (a) planned downtime of which Kollektive shall give reasonable notice and which Kollektive shall schedule to the extent reasonably practicable to minimize any impact to Customer's access and use of the Services; or (b) any unavailability caused by circumstances beyond Kollektive's reasonable control, including without limitation, acts of government, flood, fire, earthquakes, civil unrest, terror, strikes or other labor problems, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Kollektive's possession or reasonable control, and denial of service attacks or other unauthorized hacking. Kollektive shall measure availability by monitoring the Services at regular intervals in accordance with its normal business practices.

Service Availability Credits

In the event availability of the Services fails to meet the availability objective set forth above, Customer will be entitled to Performance Credits as follows:

Availability	Performance Credits
99.0%-99.89% in one calendar month	5% of monthly fee (i.e., 1/12 annual fee)
90.0%-98.99% in one calendar month	10% of monthly fee (i.e., 1/12 annual fee)
<90.0% in one calendar month	15% of monthly fee (i.e., 1/12 annual fee)

In order to receive a Performance Credit, Customer must notify Kollektive in writing within thirty (30) calendar days after the end of the monthly period in which the outage occurred. Upon verification of the Customer's claim, Kollektive will issue Performance Credits to Customer.

In the event Customer is entitled to Performance Credits in any two (2) consecutive months during the Term or any three (3) months in any six (6) month period ("SLA Failure"), Customer may, at any time within thirty (30) days of receipt of notification of the SLA Failure, terminate this Agreement immediately upon written notice to Kollektive and Customer will receive a refund of all applicable pre-paid, unused fees on a pro-rata basis in consideration of the period of time remaining in the services term. If the effective date of termination is during a calendar month rather than the last day of a calendar month, Customer will receive the foregoing refund but not any Performance Credits for that month.

The foregoing Performance Credits and termination right for SLA Failure constitute Customer's sole and exclusive remedies for Kollektive's failure to meet availability objectives for the Services.