

KHOROS MSA AND DATA PROTECTION GUIDE

Thanks for your interest in Khoros! Earning your trust is important to us and we want you to understand who we are, what we do and why we do it. This Guide outlines our responsibilities to each other and gives you an overview of our data practices.

Khoros Responsibilities		
<p style="text-align: center;">Protect Your Confidential Information</p>	<p style="text-align: center;">Provide SaaS and Professional Services Marketing Care Community Strategy</p>	<p style="text-align: center;">Provide Certain Warranties</p> <ul style="list-style-type: none"> • Right to provide our Application to you • The Application will conform to the applicable Documentation and specifications • Any purchased Professional Services will be performed reasonably in accordance with applicable industry standards
<p style="text-align: center;">Provide Certain Indemnities</p> <p>We will defend you if you are sued or a claim is brought against you based on our violation of IP rights</p>	<p style="text-align: center;">Securely Protect Your Personal Data</p>	
	<p style="text-align: center;">Service Level Agreement</p> <ul style="list-style-type: none"> • Provide our Services to you in accordance with the SLA • Provide remedies for any issues or failures with the Application 	

Customer Responsibilities		
<p style="text-align: center;">You Are Responsible For</p> <ul style="list-style-type: none"> • Your users • Their use of the Khoros Application • Data entered into Khoros Application • Obtaining necessary authorizations and consents 	<p style="text-align: center;">Timely Payment</p> <p>Pay our invoices within 30 days</p>	<p style="text-align: center;">Restrictions on Use</p> <ul style="list-style-type: none"> • Copying or stealing our IP • Using our IP to build a competing product or service • Allowing unauthorized users to use our Application • Allowing your employees to share login information • Using our Application to engage in web/API/data scraping
<p style="text-align: center;">You Must Protect Khoros Confidential Information</p> <ul style="list-style-type: none"> • Including non-public Application features, content, and technology • Application documentation • Application support programs 	<p style="text-align: center;">Provide Certain Indemnities</p> <p>You will defend us if we are sued or a claim is brought against us arising out of something that is your fault or an act or omission under your control</p>	
	<p style="text-align: center;">Provide Certain Warranties</p> <ul style="list-style-type: none"> • Authority to enter into MSA • Provide accurate information • Use of anti-virus protection 	<p style="text-align: center;">You Must Abide By</p> <ul style="list-style-type: none"> • The terms of the MSA • Our Acceptable Use Policy • The terms of service and/or use of applicable Social Media Networks

Data Privacy and Protection		
<p style="text-align: center;">Application Hosting Locations</p> <p>Dependent on your location and Service(s) purchased: US Ireland Australia</p>	<p style="text-align: center;">Follow-the-Sun-Model</p> <p>Our employees may access your platform at any of our global office locations for support, development, and technical purposes</p>	<p style="text-align: center;">Data Privacy Laws</p> <p>Both parties must comply with applicable data protection laws, including GDPR and CCPA</p>
<p style="text-align: center;">Personal Information Collected</p> <ul style="list-style-type: none"> • Information that you, your employees, your end users, and the applicable Social Media Networks provide to us • Application is not intended for sensitive personal information 	<p style="text-align: center;">Transfers</p> <p>Personal information transferred to and from EEA via Standard Contractual Clauses</p>	<p style="text-align: center;">Data Processing Agreement</p> <p>Incorporated into MSA</p>
<p style="text-align: center;">Data Retention</p> <p>We will delete your data 30 days by earlier of your request for deletion or expiration or termination of MSA</p>	<p style="text-align: center;">Audits</p> <ul style="list-style-type: none"> • We conduct annual audits • Provide valid ISO 27001 certificate or SSAE 18 SOC Type II audit report covering the Application upon request 	<p style="text-align: center;">Subprocessors</p> <ul style="list-style-type: none"> • We remain fully responsible for our subprocessors • Subject to strict duty of confidentiality • We will notify you if we change our subprocessors • You may object to changes if you show new subprocessor violates applicable data privacy laws