

This Software as a Service COVID Resource Builder Agreement (the “**Agreement**”) sets forth the terms and conditions under which Acoustic L.P. (“**Acoustic**”) provides access to the COVID Resource Builder based on the Acoustic Content Essentials Edition software as a service product (the “**SaaS Product**”) to the customer who is subject to this Agreement (“**Customer**”) solely for standing up a COVID-19 response center. Customer acknowledges and agrees that Customer is not relying on any agreement, representation, statement, or warranty (whether or not in writing) with respect to the SaaS Product or Acoustic Documentation (as defined below) made or given prior to the effective date of this Agreement.

By accessing or using the SaaS Product, or by clicking a button or checking a box marked “I Agree” (or similar) in connection with Customer’s access to or use of the SaaS Product, Customer acknowledges that Customer has read, understands, and agrees to the terms of this Agreement.

1. DEFINITIONS

1.1. For purposes of the Agreement:

- a. “**Agreement**” means the Agreement, any and all supplements, schedules, exhibits, other attachments to the Agreement, and any and all Acoustic Documentation, each as may be amended from time to time.
- b. “**Acoustic Documentation**” means the documentation corresponding to the applicable SaaS Product available at <https://acoustic.com/acoustic-terms/>, as may be updated from time to time, including any and all applicable service descriptions, data sheets, product license information documents, notice files, data processing addenda, maintenance and support handbooks, and all other documents referenced in the foregoing, including references to information contained in a URL. For purposes of this Agreement, any and all references to the “General Terms and Conditions” or the “Agreement” in the Acoustic Documentation shall be understood to be references to this Agreement.
- c. “**Affiliate**” means any affiliated entity that controls, is controlled by, or is under common control with the applicable party; and “**control**” means the legal, beneficial, or equitable ownership, directly or indirectly, of outstanding securities or shares with sufficient voting power to elect a majority of the board of directors (or equivalent governing body).

2. RIGHT OF ACCESS AND USE

2.1. **Access and Use.** Acoustic grants Customer a limited, subscription-based, nonexclusive, and nontransferable right to access and operate the SaaS Product as provided by Acoustic via a network (whether public or private) for three months (the “**Period**”) up to the Usage Metric for each SaaS Product solely to build a COVID-19 resource center, provided that:

- a. Customer has lawfully obtained the SaaS Product and complies with the terms of this Agreement;
- b. Customer shall only permit its employees or its third-party contractors who are not competitors of Acoustic (“**Permitted Contractors**”) to access the SaaS Product;
- c. Customer shall use the SaaS Product, (i) to perform the functions described in the Acoustic Documentation, (ii) for its business purposes during the Period and (iii) within the express limitations of the “**Usage Metric**” for each SaaS Product as set forth in the service description in the Acoustic Documentation;

- d. Customer may not resell, repackage, offer to third parties or otherwise remarket the SaaS Product unless provided for in an amendment to this Agreement;
- e. In no event will Customer disassemble, decompile, reverse engineer, decode, adapt, or otherwise attempt to derive or gain access to the source code of the SaaS Product, in whole or in part, or permit others to do so; and
- f. Customer may not use the SaaS Product in support of high-risk activities where failure of the SaaS Product could give rise to a material threat of death or personal injury.

2.2. **Additional Restrictions.** Customer will not use the SaaS Product in any manner not expressly and specifically authorized by the Agreement and will not cause or permit its Permitted Contractors to use the SaaS Product in any manner not expressly and specifically authorized by the Agreement. In particular, and without limitation, Customer shall not, except as the Agreement expressly permits: (a) copy, modify, or create derivative works or improvements of the SaaS Product; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any of the SaaS Product to any Affiliate of Customer, on or in connection with the Internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service; (c) bypass or breach any security device or protection used by the SaaS Product or access or use the SaaS Product other than by an Authorized User (as defined below); (d) input, upload, transmit, or otherwise provide to or through the SaaS Product, any information or materials that are unlawful or injurious, or contain, transmit, or activate any viruses or any other contaminants (including codes, commands, instructions, devices, techniques, bugs, web bugs, or design flaws) that access (without authorization), alter, delete, threaten, infect, assault, vandalize, defraud, disrupt, damage, disable, inhibit, or shut down computer systems, networks, infrastructures, devices, websites, databases, software or other data or property (“**Malware**”); (e) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the SaaS Product or Acoustic’s provision of services to any person or entity, in whole or in part; (f) remove, delete, alter, or obscure any trademarks, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any SaaS Product or Acoustic Documentation, including any copy thereof; (g) access or use the SaaS Product in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any

person or entity (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Acoustic customer), or that violates any federal, state, provincial, regional, territorial and local laws, international treaties, statutes, statutory instruments, ordinances, by-laws, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and other office releases, guidelines, and policies with the force of law, of or by any government, or any governmental authority, department, or agency thereof (including all federal, state, provincial, regional, territorial and local banking laws, regulations, guidance, and policies), or any court of competent jurisdiction (“**Law**”); (h) access or use the SaaS Product for purposes of competitive analysis of the SaaS Product, the development, provision, or use of a competing software service or product or any other purpose that is to Acoustic’s detriment or commercial disadvantage; or (i) otherwise access or use the SaaS Product beyond the scope of the Use granted under this Article 2 (Rights of Use).

2.3. **Authorized Users.** “**Authorized Users**” will only consist of: (i) employees of Customer, and (ii) subject to Section 2.1 (Access and Use) and Article 7 (Confidentiality), third-party contractors of Customer who do not compete with Acoustic (“**Permitted Contractors**”). Permitted Contractors may use the SaaS Product during the Period only for Customer’s business purposes and benefit. Customer is fully liable for the acts and omissions of Authorized Users (including any SaaS Product usage charges) under this Agreement.

2.4. **Customer License Grant.** Customer grants to Acoustic a non-exclusive, royalty-free license to access, use, reproduce, modify, perform, display, distribute, and otherwise process any and all information, data, and other content, in any form or medium that is collected, submitted, posted, displayed, downloaded, or otherwise received from or provided, directly or indirectly, by Customer or an Authorized User by or through the SaaS Product (“**Customer Data**”) as is reasonable or necessary for Acoustic to perform or provide the SaaS Product.

2.5. **Modifications.** The SaaS Product and Acoustic Documentation may be modified by Acoustic in Acoustic’s sole discretion at any time, with or without notice to Customer. Acoustic may notify Customer of modifications by email, a support portal, release notes, or Acoustic Documentation.

2.6. **Third-Party Services.** The SaaS Product may include integrations with services and data made available by third parties that are accessed through the SaaS Product and are subject to the terms and conditions of those third parties. The Agreement does not apply to those services and data and they are not part of the SaaS Product.

3. PAYMENT

3.1. **Fees.** There is no charge for the use of the SaaS Product for the duration of the Period.

3.2. **Taxes.** All amounts required to be paid under this Agreement (if any) do not include any amount for taxes or levy (including interest and penalties). Customer shall reimburse Acoustic and hold Acoustic harmless for all sales, use, VAT, excise, property, or other taxes or levies which Acoustic is required to collect or remit to applicable tax authorities. This provision does not apply to Acoustic’s

income or franchise taxes, or any taxes for which Customer is exempt, provided Customer has furnished Acoustic with a valid tax exemption certificate.

3.3. **Purchase Orders.** Any and all terms contrary to or expanding upon the terms and conditions contained in this Agreement contained in purchase orders shall be void and of no effect.

4. SUPPORT SERVICES

4.1. **Support Services.** Notwithstanding anything to the contrary in the Acoustic Documentation, Acoustic is not required to perform any support services pursuant to this Agreement. Acoustic may provide support services in Acoustic’s sole discretion; *provided, however*, that Acoustic will have no obligation to do so and will have no liability for the provision of such support services.

5. CUSTOMER OBLIGATIONS

5.1. **Compliance.** Customer shall comply with all applicable Laws in connection with (a) Customer’s use of the SaaS Product, and (b) Customer Data. Without limiting the foregoing, Customer shall not provide to Acoustic any technical data as that term is defined in the International Traffic in Arms Regulations (“**ITAR**”) at 22 CFR 120.10.

5.2. **Secure Access.** Customer shall keep the login names and the passwords required for the use of the SaaS Product confidential, to keep it in a safe place, and to protect it against unauthorized access by third parties with appropriate precautions, and to instruct its Authorized Users to do the same.

5.3. **Customer Data.** Customer is responsible for the entry, integrity, and the maintenance of Customer Data entered into the SaaS Product. Customer shall ensure that all personal information is only entered and stored in the SaaS Product data fields that are designed for such information. Before entering Customer Data into the SaaS Product, Customer shall identify and remove any and all Malware from such Customer Data.

6. OWNERSHIP

6.1. **Reservation of Rights.** Customer irrevocably acknowledges that, subject to the rights granted herein, Customer has no ownership interest in the SaaS Product or Acoustic materials provided to Customer.

6.2. **Marks and Publicity.**

a. Acoustic and Customer trademarks, trade names, service marks, and logos, whether or not registered (“**Marks**”), will be the sole and exclusive property of the respective owning party.

b. Customer shall (subject to its reasonable right to review and approve): (i) allow Acoustic to include a brief description of the SaaS Product and/or other services provided to Customer in Acoustic promotional materials, (ii) allow Acoustic to make reference to Customer in case studies, ROI analyses, white papers and related marketing materials, (iii) serve as a reference to Acoustic potential clients, (iv) provide interviews to the news media and provide quotes for press releases, (v) make presentations at conferences, upon Acoustic’s reasonable request and at Acoustic’s cost, (vi) use Customer’s marks product literature,

press releases, social media and other marketing materials, and (vii) participate in case studies for the SaaS Products at Acoustic's request. Customer hereby consents to the receipt of marketing communications from Acoustic.

- 6.3. **Feedback.** If Customer submits, orally or in writing, feedback, suggestions, or recommended changes to any of Acoustic's products and services, including new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), then Customer shall assign and hereby assigns to Acoustic all right, title, and interest in and to the Feedback, including any ideas, know-how, concepts, techniques, or other intellectual property rights contained therein, and agrees that Acoustic is free to use such Feedback, without any attribution or compensation to Customer, for any purpose whatsoever.

7. CONFIDENTIALITY

- 7.1. **Definition.** "**Confidential Information**" means all information disclosed by the Discloser or its Representatives that is generally not publicly known, whether tangible or intangible and in whatever form or medium provided and that is (a) marked as "Confidential" or the like or (b) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure. Customer Data is Confidential Information of Customer and shall be treated confidentially under Section 7.5 (Data Privacy).

- 7.2. **Non-Disclosure.** Acoustic may disclose Confidential Information to Customer in connection with its performance under the Agreement (the "**Purpose**"). Customer must: (a) hold in confidence and safeguard the Confidential Information from unauthorized use, access or disclosure using no less than a commercially reasonable degree of care; (b) not use or exploit the Confidential Information in any way except for the Purpose; and (c) not disclose or make available such Confidential Information (in whole or in part) to any person or entity other than to its Affiliates and its or their employees, consultants, and advisors (collectively, "**Representatives**") who: (i) need access to such Confidential Information for the Purpose; and (ii) are bound by obligations with respect to Confidential Information consistent with, and no less protective than, the Agreement. Customer is responsible for any and all breaches of the Agreement caused by its Representatives. Customer must promptly report to Acoustic any actual or suspected violation of the terms of the Agreement and take all reasonable further steps to prevent, control or remedy any such violation.

- 7.3. **Exceptions.** Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Customer's or its Representatives' breach of the Agreement; (b) is obtained by Customer or its Representatives on a non-confidential basis from a third-party that, to Customer's knowledge, was not legally or contractually restricted from disclosing such information; or (c) Customer establishes, by documentary evidence, (i) was in Customer's or its Representatives' possession prior to Acoustic's disclosure hereunder; or (ii) was or is independently developed by Customer or its Representatives without using any Confidential Information.

- 7.4. **Injunctive Relief.** A party may seek injunctive relief for an actual or threatened breach of this Article 7.

- 7.5. **Data Privacy.** Acoustic's current Data Processing Addendum ("**DPA**") available at <https://acoustic.com/acoustic-terms/>, as may be updated from time to time, is hereby incorporated into this Agreement by reference. The DPA provides additional data protection information regarding the types of Customer Data that may be processed, the processing activities involved, data protection features, and information on retention and return of Customer Data. Customer shall at all times be the sole owner of Customer Data. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Customer Data, and for obtaining all rights related to Customer Data required by Acoustic to provide the SaaS Product and other services ordered by Customer.

- 7.6. **Customer Data Protection.** Customer is responsible for taking necessary actions to order, enable, or use available data protection features for the SaaS Product as set forth in the applicable Acoustic Documentation and accepts responsibility for use of the SaaS Product if Customer fails to take such actions, including meeting any requirement of Law. Acoustic is not responsible for any backup, recovery or other steps required to ensure that Customer Data is recoverable in the case of data loss. Customer is solely responsible for backing up Customer Data on a regular basis and taking appropriate steps to safeguard and ensure the integrity of Customer Data.

- 7.7. **Ownership of Confidential Information.** Nothing in this Agreement will be construed to convey any title or ownership rights: (a) to the SaaS Product, Acoustic Documentation, or to any patent, copyright, trademark, or trade secret or other intellectual property right or proprietary right embodied therein to Customer, or (b) of a party's Confidential Information to the other party.

- 7.8. **Statistical Information.** Acoustic may (a) compile statistical and other information related to the performance, operation and use of the SaaS Product and other services, and (b) use data from the SaaS Product and other services, including Customer's use thereof and Customer Data, in aggregated, anonymized form for security and operations management, to compile statistical and performance information, conduct analysis, and for research and development purposes. Acoustic may make such information publicly available, provided that such information does not incorporate Customer Data and/or identify Customer's Confidential Information. Acoustic retains all rights in such information.

8. NO WARRANTY

- 8.1. **Disclaimer of Warranties.** ANY AND ALL SAAS PRODUCT, CONFIDENTIAL INFORMATION, AND ALL OTHER TECHNOLOGY, SOFTWARE, SERVICES, DATA AND MATERIALS PROVIDED BY ACOUSTIC ARE PROVIDED "AS IS", "WHERE IS", AND "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS OTHERWISE EXPRESSLY STATED ELSEWHERE IN THE AGREEMENT, ACOUSTIC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, NON-INFRINGEMENT OR RESULTS TO BE DERIVED FROM THE USE OF OR INTEGRATION WITH ANY SAAS PRODUCT, CONFIDENTIAL INFORMATION, OR ANY OTHER TECHNOLOGY, SOFTWARE, SERVICES, DATA OR MATERIALS PROVIDED BY ACOUSTIC. NEITHER ACOUSTIC (NOR ANY OF ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS OR LICENSORS) WARRANTS OR REPRESENTS THAT THE SAAS PRODUCT, CONFIDENTIAL INFORMATION, OR ANY OTHER TECHNOLOGY, SOFTWARE, SERVICES, DATA OR MATERIALS PROVIDED BY ACOUSTIC TO CUSTOMER WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, TECHNOLOGY, SOFTWARE, DATA, CONFIDENTIAL INFORMATION, OR OTHER MATERIALS.

9. INDEMNIFICATION

9.1. **By Customer.** Customer will defend at its expense any cause of action brought against Acoustic, to the extent that such cause of action is based on any claim by a third party arising out of: (a) Customer Data or (b) any gross negligence, intentional misconduct or fraud of Customer. Customer will pay those costs and damages finally awarded against Acoustic pursuant to any such claim or paid in settlement of any such claim if such settlement was approved in advance by Customer. Acoustic may retain its own counsel at Acoustic's own expense.

9.2. **Indemnification Procedures.** Customer's obligations as set forth in this Article are subject to Acoustic: (a) giving Customer prompt written notice of any such claim or the possibility thereof; (b) giving Customer sole control over the defense and settlement of any such claim; and (c) providing full cooperation in good faith in the defense of any such claim.

10. LIMITATION OF LIABILITY

10.1. **Liability Cap.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ACOUSTIC, ACOUSTIC'S LICENSORS, AFFILIATES, OR SUBCONTRACTORS BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), ATTORNEYS FEES AND COSTS, OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED \$1000 (ONE THOUSAND USD).

10.2. **Disclaimer of Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ACOUSTIC, ACOUSTIC'S LICENSORS, AFFILIATES, OR SUBCONTRACTORS BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES AND COSTS, BUSINESS INTERRUPTION OR LOSS OF PROFITS,

BUSINESS OPPORTUNITIES, OR GOODWILL ARISING HEREUNDER.

10.3. **Applicability of Limitations.** THE FOREGOING LIMITATIONS APPLY EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

11. TERM AND TERMINATION

11.1. **Term.** The term of this Agreement will continue for the Period unless terminated as provided herein. THE SAAS PRODUCT MAY CONTAIN A DISABLING DEVICE THAT WILL PREVENT USE AFTER THE END OF THE PERIOD. CUSTOMER AGREES NOT TO TAMPER WITH THE DISABLING DEVICE OR THE SAAS PRODUCT. CUSTOMER SHOULD TAKE PRECAUTIONS TO AVOID ANY LOSS OF DATA THAT MIGHT RESULT WHEN THE SAAS PRODUCT CAN NO LONGER BE USED.

11.2. **Suspension by Acoustic.** Notwithstanding anything to the contrary in the Agreement, Acoustic has the right to suspend access to the SaaS Product or remove any and all data and other content transmitted via the SaaS Product without liability at any time, in Acoustic's sole discretion. Information on Acoustic's systems may be unavailable to Customer during a suspension of access to the SaaS Product.

11.3. **Termination by Acoustic.** This Agreement and any rights or licenses created hereunder may be terminated by Acoustic for convenience in Acoustic's sole discretion on thirty (30) days' written notice to Customer.

11.4. **Effect of Termination.** Upon termination or expiration of the Agreement, Customer shall no longer have the right to access or use the SaaS Product, Acoustic Documentation, Confidential Information and any and all other Acoustic materials made available to Customer pursuant to this Agreement (collectively, the "**Acoustic Materials**"). Customer shall immediately stop using such Acoustic Materials and shall return such Acoustic Materials to Acoustic, or destroy all copies thereof (except for the copies retained for archival purposes).

11.5. **Other Remedies.** Termination of this Agreement or any license created hereunder will not limit either party from pursuing other remedies available to it, including injunctive relief, nor will such termination relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer under this Agreement.

12. MISCELLANEOUS

12.1. **Assignment.** Customer shall not assign this Agreement or otherwise transfer any license created hereunder without the prior written consent of Acoustic. Any purported assignment of this Agreement, or any license or rights in violation of this Section will be deemed void. Notwithstanding the foregoing, Customer may assign this Agreement in the event of a merger, reorganization, or the sale of majority of the assets or equity interests in the assigning party. A change of control shall not be deemed an assignment hereunder.

12.2. **Subcontractors.** Acoustic will have the right to use third parties, as well as Acoustic's Affiliates ("**Subcontractors**") in performance of its obligations and services.

- 12.3. **Survival.** The provisions set forth in Article 3, Article 6, Article 7, Article 10, Section 11.4, and Article 12 of this Agreement will survive termination or expiration of this Agreement.
- 12.4. **Notices.** Any notice required under this Agreement shall be given in writing and will be deemed effective upon delivery to the party to whom addressed at such address as the parties may designate in writing.
- 12.5. **Force Majeure.** Acoustic will not be liable to Customer for any delay or failure to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond Acoustic's reasonable control, including acts of God, flood, fire, loss of electricity or other utilities epidemic, pandemic, act of a public enemy or terrorist, act of any military, civil, regulatory or governmental authority, change in law or regulation, labor problem or unavailability of supplies and any other cause, whether similar or dissimilar to any of the foregoing that could not have been prevented by such party with reasonable care.
- 12.6. **Amendments.** Except as provided in Section 2.6 (Modifications), the parties agree that the Agreement cannot be altered, amended or modified, except by a writing signed by an authorized representative of each party.
- 12.7. **Headings.** Headings are for reference purposes only, have no substantive effect, and will not enter into the interpretation hereof.
- 12.8. **No Waiver.** No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.
- 12.9. **Severability and Reformation.** Each provision of this Agreement is a separately enforceable provision. If any provision of this Agreement is determined to be or becomes unenforceable or illegal, such provision will be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation.
- 12.10. **Independent Contractor.** Acoustic is an independent contractor and nothing in this Agreement will be deemed to make Acoustic an agent, employee, partner, or joint venturer of Customer.
- 12.11. **No Third-Party Beneficiaries.** The Agreement is for the sole benefit of the parties and their respective successors and permitted assigns and nothing in the Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of the Agreement.
- 12.12. **Governing Law; Venue.** The laws of the State of New York, USA govern the interpretation of this Agreement, regardless of conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) are hereby excluded in their entirety from application to this Agreement. The parties agree that the federal and state courts located in New York County, New York, USA will have exclusive jurisdiction for any dispute arising under, out of, or relating to this Agreement.
- 12.13. **Electronic Signatures.** Electronic signatures that comply with applicable Law are deemed original signatures.
- 12.14. **Interpretation.** References to "include" and "including" means including without limiting the generality of any description preceding such term and "or" or "and/or" is not exclusive.
- 12.15. **Entire Agreement.** The Agreement constitutes the entire agreement between the parties regarding the subject matter thereof.