

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

22-189

SAP Number

## Innovation and Technology Department

Department Contract Representative	Adrian Danczyk
Telephone Number	(909) 388-0534
Contractor	Singlewire Software
Contractor Representative	Jeff Wilczewski
Telephone Number	(608) 661-1152
Contract Term	3/15/2022 to 3/14/2027
Original Contract Amount	N/A
Amendment Amount	N/A
Total Contract Amount	N/A
Cost Center	1200704020

**Briefly describe the general nature of the contract: Terms and Conditions for 5-year maintenance subscription per end point license for InformaCast paging software.**

**FOR COUNTY USE ONLY**

Approved as to Legal Form

▶ Bonnie Uphold  
Bonnie Uphold, Deputy County Counsel

Date 3-8-2022

Reviewed for Contract Compliance

▶ \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

▶ \_\_\_\_\_

Date \_\_\_\_\_

## SUBSCRIPTION AGREEMENT FOR INFORMACAST FUSION AND INFORMACAST MOBILE SAAS

This Subscription Agreement is made by and between Customer (as defined below) and Singlewire Software, LLC, a Wisconsin limited liability company ("Singlewire").

The terms and conditions located at [www.singlewire.com/terms](http://www.singlewire.com/terms) (the "Additional Terms") and any applicable Order Forms for the Service are incorporated herein by this reference. This Subscription Agreement, the Additional Terms and the Order Forms are referred to collectively herein as this "Agreement."

**THIS AGREEMENT CONSTITUTES A BINDING CONTRACT BETWEEN CUSTOMER AND SINGLEWIRE. BY ACCESSING OR USING THE SERVICE, OR BY ACCEPTING THE TERMS OF THIS AGREEMENT ONLINE OR THROUGH AN ORDER FORM THAT INCORPORATES THIS AGREEMENT, CUSTOMER ACCEPTS AND AGREES TO THE TERMS OF THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, CUSTOMER MAY NOT USE THE SERVICE. THE PERSON ACCEPTING AND AGREEING TO THIS AGREEMENT REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT.**

**IN THE EVENT OF A CONFLICT BETWEEN THE ADDITIONAL TERMS OR ANY ORDER FORM, ON THE ONE HAND, AND THE TERMS HEREIN, ON THE OTHER HAND, THE ADDITIONAL TERMS SHALL CONTROL. THE PARTIES AGREE THAT ANY TERM OR CONDITION STATED IN A CUSTOMER PURCHASE ORDER OR IN ANY OTHER CUSTOMER ORDER DOCUMENTATION (OTHER THAN THE ORDER FORM PROVIDED BY SINGLEWIRE) IS VOID.**

1. CERTAIN DEFINITIONS. As used in this Agreement:
  - a. "Acceptable Use Policy" means the acceptable use policy set forth at <https://www.singlewire.com/aup>
  - b. "Administrator" means an individual person or application capable of performing administrative functions in Customer's account in the Service including but not limited to, managing data for recipients or groups, running or viewing reports, managing User roles, activating/deactivating features, setting default values, or using any of the features in the administrative area of the user interface in the Service.
  - c. "Aggregated Statistics" means data and information related to Customer's use of the Services that is used by Singlewire in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Service.
  - d. "CCPA" means the California Consumer Privacy Act of 2018, as amended, and any related regulations or guidance provided by the California Attorney General.
  - e. "Content" means all the text, audio, imagery, video and other information or content contained in a Notification or otherwise input by Users into the Service.
  - f. "Customer" means the customer named in the Order Form.
  - g. "Documentation" means the manuals and other documentation, if any, that Singlewire makes available to Customer with the Service and Installed Technology, whether electronic or printed.

h. "Endpoints" means devices capable of receiving Notifications including, but not limited to, mobile devices (e.g., cellular telephones), Internet Protocol ("IP") speakers, IP phones, personal computers, audio paging interfaces, and video displays.

i. "EU GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data on the free movement of such data, and repealing Directive 95/46/EC.

j. "EU User Data" means User Data relating to individuals who are located in the European Union.

k. "GDPR" means, as applicable: (a) the EU GDPR; and/or (b) the UK GDPR.

l. "Harmful Code" means any program, routine or device designed to delete, disable, deactivate, interfere with, prevent access to, or otherwise harm any software, program, data, device, system or service, including without limitation, any 'time bomb', virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door.

m. "Initiator" means an individual person or device capable of creating Notifications in the Service.

n. "Notification(s)" are messages in any media or form (e.g., text messages or push notifications) issued by an Initiator via the Service whether or not received or responded to by a Recipient.

o. "Order Form" means Singlewire's quotation signed by Customer or Customer's ordering document accepted by Singlewire, in each case specifying the Service to be provided to Customer hereunder.

p. "Personal Information" means information that identifies or could reasonably be linked to a User and meets the definition of personal information or personal data under applicable privacy laws.

q. "Privacy Policy" means Singlewire's Privacy Policy located at <https://www.singlewire.com/privacy>.

r. "Recipient" means an individual person capable of receiving or responding to Notifications.

s. "Service" means the InformaCast Fusion, InformaCast Mobile, or other software-as-a-service offerings ordered by Customer under an Order Form and made available by Singlewire, as described in the Documentation.

t. "Service Level Agreement" means the service level agreement set forth at <https://www.singlewire.com/SLA>.

u. "Singlewire Materials" means the Documentation, Installed Technology, and any other documents, software, devices, works or materials provided to Customer by Singlewire in connection with the Service under this Agreement.

v. "Support Services" means the support services set forth at <http://www.singlewire.com/support>.

w. "UK GDPR" means the retained EU law version of the General Data Protection Regulation as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419).

x. "UK User Data" means User Data relating to individuals who are located in the United Kingdom.

y. "Users" means, collectively, Customer's Administrators, Initiators and Recipients.

z. "User Data" means, other than Aggregated Statistics, data and information regarding Users (including, without limitation, mobile telephone numbers, email addresses, names, etc.) submitted or input by Users into the Service or otherwise input, collected or processed for Users using the Service.

## 2. SERVICE AND SUPPORT.

Subject to the terms and conditions of this Agreement, Singlewire will provide to Customer a subscription to access and use the Service and Singlewire Materials solely for Customer's internal business operations in accordance with the Documentation. Singlewire will make the Service and Support Services available to Customer as a service provider and for Customer's use subject to the Service Level Agreement, except during any suspension or termination of Customer's or any Users' access to or use of the Service as permitted in this Agreement. Only Customer's authorized employees and consultants may act as Initiators or Administrators.

Singlewire may provide updates or modifications to the Service and Documentation from time to time, in which case earlier versions of the Service and Documentation will no longer be accessible. Customer may not use the Service other than as set forth in the Documentation.

The Service Level Agreement and Support Services posted on Singlewire's website are subject to change without prior notice, except that the Service Level Agreement and Support Services applicable to this Agreement are those in effect on the day the Service is first provisioned for Customer under this Agreement or subsequently upon any renewal or extension of this Agreement.

As set forth in the applicable Order Form, the Service will be provided for a specified subscription period (subject to the termination provisions in this Agreement). Customer shall pay the subscription fees for the Service as set forth in the Order Form. Customer's ability to access and use the Service shall be subject to Customer's compliance with the terms of this Agreement and Customer's receipt and use of applicable access credentials provided by Singlewire.

The Order Form will specify certain usage limits with respect to Customer's use of the Service (e.g., limitations on the numbers of Users or Endpoints). Customer may not exceed the applicable limits. Singlewire may impose limits on the number of devices which can be held by each User with the ability to receive communications through the Service.

Singlewire shall use commercially reasonable physical, organizational and technological security measures to protect User Data against loss and unauthorized access and use.

To the extent Singlewire collects and processes Personal Information in providing its services, Singlewire may only retain, use, and/or disclose Personal Information to provide services or for internal purposes solely to build or improve the quality of its services and is strictly prohibited from using Personal Information for any other purpose. Singlewire receives no monetary or other valuable consideration for sharing Personal Information under the Agreement. Singlewire acknowledges and understands the

prohibitions outlined in this section relating to the processing of Personal Information and will comply with them.

If applicable, each party shall comply with the CCPA. To the extent related to this Agreement, each party will reasonably cooperate and assist the other with meeting CCPA compliance obligations and responding to CCPA-related inquiries. Either party must notify the other in a timely manner if it receives any complaint, notice, or communication that relates to either party's compliance with the CCPA in connection with this Agreement.

Customer acknowledges that the Service may include technological means of determining compliance with this Agreement. Singlewire may suspend, terminate or otherwise deny Customer's or any User's access to or use of all or any part of the Service or Singlewire Materials if: (a) Singlewire receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Singlewire to do so; or (b) Singlewire believes, in its good faith discretion, that: (i) Customer or any User has failed to comply with this Agreement or accessed or used the Service or Singlewire Materials beyond the scope of the rights; or (ii) such suspension, termination, or denial is necessary to avoid harm or the threat of harm to Singlewire or any third party. To the extent practicable, Singlewire will use reasonable efforts to provide prompt notice to Customer via email (at least three (3) days advance notice in the case of Customer's non-payment) and, at Singlewire's discretion, provide Customer a reasonable period to cure the underlying issue. If Singlewire does not provide Customer with a cure period, or if Customer fails to cure within the relevant period, Singlewire may terminate Customer's subscription and its only liability to Customer shall be a pro-rata refund of prepaid but unused subscription fees. This paragraph does not limit any of Singlewire's other rights or remedies, whether at law, in equity or under this Agreement.

#### **For European Union and United Kingdom Customers or Customers with European Union and/or United Kingdom Users**

This Section of this Agreement applies to the extent applicable to Customer and its Users. Without limiting the generality of the foregoing, Customer is responsible for notifying Singlewire if the EU GDPR and/or the UK GDPR applies to Customer's use of the Services. Singlewire shall not be liable, and Customer shall fully indemnify, defend and hold Singlewire harmless from any and all costs, liabilities, fines, expenses and other losses (including reasonable attorney's fees) arising from Customer's failure to provide such notification.

With regard to the GDPR, Customer agrees that Customer acts as a Controller (as defined in GDPR) and Singlewire acts as a Processor (as defined in GDPR). Subject to Customer's compliance with its representations and warranties herein, with regard to EU User Data and UK User Data, Singlewire will:

- process EU User Data and UK User Data to provide services to Customer pursuant to this Agreement, the Documentation, and the Order Form for the duration set forth in the Order Form. Singlewire will only process EU User Data and UK User Data on Customer's instructions and actions initiated within the Service, as set forth in this Agreement, the Documentation, and the Order Form;
- have the right to engage the subprocessors listed at <https://www.singlewire.com/subprocessors>, which Singlewire may update from time-to-time in its sole discretion. (Should Customer object to Singlewire's use of a new subprocessor added after the date of Customer's consent to this Agreement, on reasonable grounds that the new subprocessor is unlikely to be able to comply with the terms of this Agreement, Customer shall notify Singlewire promptly in writing. Customer's failure to object in writing shall constitute approval to use the new subprocessor. Customer acknowledges that the inability to use a particular new subprocessor may result in delay in performing the Services, inability to perform the Services, immediate termination of this Agreement or increased fees (in all cases without liability to Singlewire for such changes.);
- maintain EU User Data and UK User Data for as long as needed to provide Service;

- ensure that persons authorized to process the EU User Data and UK User Data have committed themselves to confidentiality;
- take the technical and organizational measures to comply with Singlewire's information technology security policies;
- assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Customer's obligations to data subjects;
- assist Customer in ensuring compliance with the obligations pursuant to GDPR Articles 32 to 36 taking into account the nature of processing and the information available to Singlewire;
- at Customer's choice, delete or return all EU User Data and/or UK User Data in its possession no later than one hundred eighty (180) days following the end of the provision of Service, unless with respect to the EU GDPR, Union or Member State law requires storage of the EU User Data or with respect to the UK GDPR, applicable UK law requires storage of the UK User Data;
- make available to Customer all information reasonably necessary to demonstrate compliance with Singlewire's obligations to Customer under these above provisions.

Singlewire may store and process User Data anywhere Singlewire or its subprocessors maintain facilities, subject to the following:

- If the storage and/or processing of User Data involves transfers of User Data from the EEA or the UK to any third country that does not ensure an adequate level of protection under applicable law, and the EU GDPR and/or UK GDPR applies to such transfers: (a) Customer and Singlewire shall enter into, and such transfers shall be subject to, the applicable standard data protection clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, as described in Article 46 of the EU GDPR (collectively, the "Standard Contractual Clauses"); and (b) Singlewire will ensure that Singlewire complies with its obligations under the Standard Contractual Clauses in respect of those transfers.
- Appendix 1 to the Standard Contractual Clauses shall be deemed to be prepopulated with the relevant sections of **Annex 1** to this Agreement and the processing operations are deemed to be those Services described in this Agreement. Appendix 2 to the Standard Contractual Clauses shall be deemed to be prepopulated with the following "*Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood for the rights and freedoms of natural persons, Singlewire shall implement appropriate technical and organizational measures as set forth in **Annex 2** of the Agreement.*".
- If the applicable Standard Contractual Clauses are amended or replaced, the parties will work in good faith to enter into the revised or new applicable standard contractual clauses to enable transfer from Customer to Singlewire, or if another appropriate transfer mechanism under Article 46 of the GDPR becomes available, Singlewire may replace the Standard Contractual Clauses (as amended or replaced) with that alternate transfer mechanism upon notice to Customer.

For clarity, nothing contained herein shall be deemed to vary or modify any rights or obligations of Customer or Singlewire under any Standard Contractual Clauses entered into.

Customer represents and warrants that: (i) Customer complies with all its obligations under the GDPR; (ii) Singlewire has the right to process, as applicable, all EU User Data and UK User Data for the purposes set forth in this Agreement; and (iii) Customer has provided all necessary notices to data subjects and obtained all necessary consents from data subjects to lawfully enable Singlewire's processing. Customer agrees that it is solely responsible for the accuracy, quality, integrity and legality of all EU User Data and UK User Data.

### 3. INSTALLED TECHNOLOGY.

The Service may require the use of associated components provided by Singlewire, such as hardware or software, which may require installation on Customer's systems ("Installed Technology"), as set forth in

the Documentation. This Section applies to the extent the Service requires Installed Technology. The Installed Technology may be software or hardware which, in either case, requires installation on Customer's network. Customer shall pay the purchase price for any Installed Technology in the form of hardware as set forth in the Order Form. If the Installed Technology is software, Singlewire will provide Customer with instructions regarding how to download it. Subject to the terms and conditions of this Agreement, Singlewire hereby grants Customer a non-exclusive, non-transferable, non-sublicenseable license to install the Installed Technology on Customer's network and to use it solely in accordance with the Documentation to facilitate Customer's use of the Service during the subscription term.

During the term for which Customer has a subscription to the Service arising under this Agreement which requires Installed Technology, Singlewire will provide to Customer maintenance updates, revisions and product enhancements to the Installed Technology and Documentation ("Release(s)") if and when Singlewire makes any such Release generally available, and as part of its support services, Singlewire may provide patches and fixes for reproducible errors to cause the Installed Technology to operate in substantial conformity with its then-current Documentation (collectively, "Patches"). For clarity, Releases and Patches are considered part of the Installed Technology or Documentation, as applicable. Customer will use commercially reasonable efforts to promptly test, install and implement production use of all Releases and Patches provided by or on behalf of Singlewire and discontinue any use of any Installed Technology or Documentation which has not implemented the applicable Release or Patch. Customer is responsible for acquiring at its own cost, any updated or additional hardware, software, firmware, or other components necessary to implement or use any Releases or Patches.

#### 4. OWNERSHIP AND RESTRICTIONS.

All rights not expressly granted under this Agreement are reserved by Singlewire, its licensors, service providers and suppliers (as applicable). Customer acknowledges that Singlewire and its licensors, service providers and suppliers (as applicable) retain all right, title and interest in and to the Service and the Singlewire Materials, including all of their related intellectual property rights. Customer acknowledges and agrees that it does not acquire any right, title or interest in or to any of the Service or the Singlewire Materials or any intellectual property rights therein, except the right to use them pursuant to the terms and conditions of this Agreement. Customer acknowledges and agrees that portions of the Service and Singlewire Materials, including without limitation any underlying source code, constitute or contain trade secrets of Singlewire or its licensors, service providers or suppliers, as applicable.

Customer shall not, and shall not permit any other party to, access or use the Service or Singlewire Materials except as expressly permitted in this Agreement. Without limiting the generality of the foregoing, Customer and Users shall not, and shall not assist or permit any other party to: (a) make the Service or Singlewire Materials available to, or use any Service or Singlewire Materials for the benefit of, anyone other than Customer or Users; (b) copy, modify or make derivatives or improvements of the Service or the Singlewire Materials; (c) use the Service or Singlewire Materials to store or transmit Harmful Code or any infringing, defamatory, libelous, obscene, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or other rights; (d) disassemble, reverse engineer, decompile, translate or attempt to reconstruct or discover any source code or underlying ideas, algorithms, file formats or programming or interoperability interfaces of the Service or Singlewire Materials (to the extent this restriction is permitted by law); (e) sell, assign, transfer, sublicense, lease, pledge, distribute, rent or otherwise share Customer's rights under this Agreement, or include any Service or Singlewire Materials in a service bureau or outsourcing offering; (f) modify, obscure or remove any product identification or proprietary notices on the Service or Singlewire Materials; (g) modify or incorporate the Service or Singlewire Materials into or with other software, (h) interfere with the operation of the Service; (i) bypass, breach or disable any usage limit, security device, copy control or digital rights management tool or other protection used in the Service and Singlewire Materials; (j) access or use the Service or Singlewire Materials for the purposes of benchmarking or competitive analysis, or developing any competitive product or service; (k) interfere with the operation of the Service; or (l) use the Service or Singlewire Materials in violation of any applicable law, regulation or rule. In the event Singlewire's service providers or suppliers impose restrictions or limitations on Singlewire with respect to the type, nature or

content of Notifications which can be sent through Singlewire Technology, Customer agrees to be bound by the same upon Singlewire's notice to Customer.

If Customer becomes aware of any actual or threatened activity prohibited by the preceding paragraph, Customer shall, and shall cause all applicable Users to, immediately: (y) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Service and Singlewire Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (z) notify Singlewire of any such actual or threatened activity.

## 5. USE OF THE SERVICE.

Customer, on behalf of itself and its Users, hereby grants Singlewire and its service providers and suppliers a worldwide, royalty-free license during the term of this Agreement to access, host, store, copy, transmit, process, display and use User Data and all Content in connection with the operation of the Service, Singlewire's performance hereunder, and Singlewire's use of the Aggregated Statistics. Singlewire and its service providers and suppliers regularly perform system backups, and Customer acknowledges and agrees that User Data and Content may exist in such backups beyond the term of the subscription. Customer grants to Singlewire a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Service and Singlewire Materials any suggestions, enhancements, requests, or other feedback provided by Customer or Users. Customer represents and warrants that (a) it has the right to grant the foregoing licenses, (b) no consents or other authorizations are necessary from any other party for Singlewire to exploit its rights under such licenses, and (c) it and its Users have the right to submit and use the User Data and Content in connection with the Service.

Customer agrees that Users may only use the Service in the manner permitted in this Agreement. Use of the Service may not be excessive, abusive, or otherwise detrimental to the operation of the Service or Singlewire's business, as determined by Singlewire in its sole discretion. Customer will be responsible for all Users' use of the Service and compliance with this Agreement.

Customer agrees as follows:

- a. All Content is the sole responsibility of Customer, and that Customer is solely responsible for the integrity, legality and quality of all Content.
- b. Neither Customer nor any Users will send any Notifications to any telephone line or telephone number other than for emergency purposes or with the prior express consent of the contacted party (which consent has not been revoked);
- c. No Content will infringe the intellectual property rights of any party, violate a party's right to privacy or violate any privacy laws, any of Customer's privacy policies or any applicable laws, rules or regulations;
- d. All information collected through or in connection with the Service is subject to the Privacy Policy. By using the Service and providing information to or through the Service, Customer and its Users, or Customer on behalf of its Users, acknowledge their notice of the Privacy Policy and accept and agree to the terms and privacy practices contained therein.

Customer will not use or permit the use of the Service or Singlewire Materials:

a. to engage in or facilitate any illegal, unethical, deceptive or misleading practices, including but not limited to, creating a false identity or forged contact information or message header or otherwise attempt to mislead others as to the identity of the sender or the origin of the message;

b. in connection with any telemarketing, commercial messages, advertisements or solicitations, junk email, junk phone messages, spamming or any unsolicited or harassing messages (commercial or otherwise); or

c. in any manner which violates or facilitates the violation of any law, statute, ordinance, rule or regulation, (including without limitation the CAN-SPAM Act, the Telephone Consumer Protection Act, the Do-Not Call Implementation Act, the Health Insurance Portability and Accountability Act, laws governing export control, and any related rules or regulations).

Customer acknowledges and agrees that some or all of the Service is hosted online by or for Singlewire and, accordingly, the use of the Service requires, among other things, an Internet connection and a properly licensed web browser which is compatible with the Service, which Customer is responsible for obtaining and maintaining at its own expense. Customer and its Users will be solely responsible, at their own expense, for acquiring, installing and maintaining all hardware, software and other equipment as may be necessary for them to connect to, access, and use the Service under this Agreement. Customer and its Users acknowledge that the operation of the Service is dependent on the networks, services and facilities of third parties (e.g., telecommunications providers), and that Singlewire has no responsibility or liability for the failure of the Service due to the failure of any such third-party networks, services or facilities.

Users who wish to receive Notifications via a Singlewire client application for compatible mobile devices (e.g., InformaCast Mobile for iOS devices) will need to obtain licensed copies of such application and accept the terms of the applicable end user license agreement. Users who receive Notifications on mobile devices are solely responsible for all data and wireless charges, fees and taxes.

Customer acknowledges and agrees that the Service is merely a passive conduit for the distribution and transmission of Content by Customer and Users.

Singlewire or its service providers or suppliers may block Notifications based on instructions from potential Notification recipients without any liability to Customer. Customer will not circumvent or try to circumvent such blocks.

Customer agrees that Singlewire has no obligation or liability for any loss, alteration, destruction, damage, corruption or recovery of any User Data or Content. Under no circumstances will Singlewire or any of its service providers or suppliers be responsible for any loss or access to the Content or User Data, or any damage or liability arising out of the Content or User Data, including any mistakes or errors contained in any Content or User Data or the use or transmission of the Content or User Data, any infringing Content or User Data, or the failure of a Notification to reach its intended recipient(s).

Customer agrees to maintain all security regarding its account ID, password, and connectivity with the Service. Customer is responsible for all Notifications transmitted through the Service using Customer's account or access credentials. If Customer's account ID or password are stolen or otherwise compromised, and used for malicious purposes, Customer is responsible for all Notifications sent using the its account information. Customer is obligated to immediately contact Singlewire to have such account ID or passwords changed to prevent continued malicious use of the Customer account.

Notwithstanding anything to the contrary in this Agreement, Singlewire may monitor Notifications and Customer's use of the Service to review the Service's performance and Customer's compliance with this Agreement, and to collect and compile Aggregated Statistics. As between Singlewire and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and

are retained solely by Singlewire. Customer acknowledges that Singlewire may compile Aggregated Statistics based on User Data and Content input into the Service. Customer agrees that Singlewire may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law.

Customer agrees that communications made through the Service are not considered secure communications media, and that neither Customer nor any of its Users have any expectation of privacy in communications made through the Service.

Customer and its Users will comply with the Acceptable Use Policy. Singlewire will attempt to send notices of changes in the Acceptable Use Policy to Customer via email. Changes to the Acceptable Use Policy are effective upon posting.

To the extent the Service permits the use of third-party active directories, Customer and its Users shall only access and use those active directories that Customer has the right and license to access and use and shall comply with all terms and conditions applicable to Customer's use of such active directory. Without limiting the foregoing, Customer shall only use its own access credentials to access and use any such active directories.

Customer agrees that Customer's acquisition of a subscription to the Service was not made in reliance on an expectation that the Service will add additional functionality in the future, or on any statements made by Singlewire regarding possible future functionality.

6. NOTIFICATION LIMITATIONS. The Service is capable of sending Notifications to Recipients via a range of media including iOS/Android push notifications, e-mail, phone calls or short message service (SMS) text messages. Initiators send these Notifications. Included in the subscription are unlimited email and push notifications, subject to compliance with the Acceptable Use Policy. To the extent Customer sends voice and SMS Notifications to numbers outside the U.S. and Canada, the Service subscription includes the equivalent of six (6) SMS text messages and/or voice minutes per User per year. Singlewire reserves the right to impose limitations on the quantity of SMS and voice Notifications which Customer can send in the U.S. and Canada in the event its costs for the same materially increase during the term of this Agreement. Customer will be charged for additional SMS messages and/or voice minutes in the event it exceeds these thresholds. In the event Customer exceeds these thresholds, Singlewire will provide notice to Customer and a reasonable time to subscribe to and pay for additional SMS / voice capacity.

7. TERM AND TERMINATION. This Agreement shall continue until the subscription granted in accordance with this Agreement has expired or been terminated, unless earlier terminated in accordance with the terms of this Agreement.

Upon the expiration or termination of Customer's subscription, Customer's ability to access and use the Service and Singlewire Materials shall terminate, and Customer shall cease all use of the same and delete all copies of Installed Technology in the form of software. Customer acknowledges that its ability to access or use the Service and Singlewire Materials may be automatically disabled upon the expiration or termination of Customer's subscription. Singlewire shall delete User Data from systems and backups within a reasonable amount of time after expiration or termination, as determined by Singlewire, which shall not exceed three (3) months.

Customer acknowledges that the Service may include technological means of disabling the Service upon the expiration or termination of this Agreement. Upon the expiration or termination of Customer's subscription, Customer shall immediately uninstall and delete all copies of any Installed Technology in the form of software and stop use of all Installed Technology in the form of hardware.

8. **INDEMNIFICATION.** To the maximum extent permitted by law, Customer agrees to indemnify, defend and hold Singlewire and its affiliates, officers, agents, employees, service providers, and suppliers harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of (a) User Data or Content, (b) Customer's or Users' use of the Service, or (c) Customer's breach of this Agreement. Singlewire may participate in the defense of any indemnifiable claim with counsel of Singlewire's choosing, at Singlewire's own expense; provided, however that if Customer fails to provide a defense pursuant to the terms of this paragraph, such legal fees shall be at Customer's expense. Customer will not enter into the settlement of any indemnifiable claim without the prior written consent of Singlewire, not to be unreasonably withheld.

9. **WARRANTIES AND LIMITATIONS OF LIABILITY.** Among other additional terms and conditions, Singlewire's limited warranty and its limitations of liability are found in the Additional Terms.

April 2021

## **Appendix 1 (if applicable, as related to Standard Contractual Clauses)**

This Appendix forms part of the Standard Contractual Clauses and is hereby agreed to by the parties.

The Member States and/or the United Kingdom, as applicable, may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

### **Data exporter**

The data exporter is [CUSTOMER NAME] ("Customer") who engages the data importer ("Singlewire") to process Personal Information to obtain the Services set forth in the Subscription Agreement for Informacast Fusion and Informacast Mobile SaaS between Customer and Singlewire (the "Agreement").

### **Data importer**

The data importer is Singlewire who processes Personal Information to provide Services to Customer as set forth in the Agreement.

### **Data subjects**

The Personal Information transferred concern the Customer's Administrators, Initiators and Recipients (as such terms are defined in the Agreement).

### **Categories of data**

The personal data transferred concern the following categories of data: name, phone number, and Notification content (which may include text, graphics, audio and video media).

### **Special categories of data (if appropriate)**

Singlewire does not intentionally collect or process any special categories of data in the provision of its Services. However, special categories of data may be processed through the Services where Customer or its Users choose to include this type of data within the communications it transmits using the Services. As such, the data exporter is solely responsible for ensuring the legality of any special categories of data it or its Users choose to process using the Services.

### **Processing operations**

The personal data transferred will be subject to the following basic processing activities: Singlewire will collect, use, and store personal data to provide Services described in the Agreement.

**Appendix 2 (if applicable, as related to Standard Contractual Clauses)**

This Appendix forms part of the Clauses and is hereby agreed to by the parties.

**Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):**

Described in Singlewire's Services Security Policy, which shall be provided to Customer upon request. The Services Security Policy may be updated from time to time; however, with respect to the level of security protocols and resulting level of protection of data, the Services Security Policy shall not be materially degraded.