

## Omnidea Terms of Service

These Omnidea Terms of Service (together, the "Agreement") are entered into by Omnidea and the entity or person agreeing to them ("Customer") and govern Customer's access to and use of the Services.

This Agreement is effective when the Customer accepts a quote provided by Omnidea, or when the Customer sends a Purchase Order, or when the Customer pays for the Services with a Credit Card (the "Effective Date"). If you are accepting on behalf of Customer, you represent and warrant that (i) you have full legal authority to bind Customer to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of Customer, to this Agreement.

### 1. Provision of the Services.

- 1.1. Services Use. During the Term, Omnidea will provide the Services in accordance with the Agreement. Customer may use the Services ordered in the applicable Order Form or Reseller Order in accordance with this Agreement.
- 1.2. Admin Console. Customer will have access to the Admin Console, through which Customer may manage its use of the Services.
- 1.3. Accounts; Verification to Use Services.
  - 1.3.1. Accounts. Customer can have an Account to use the Services and is responsible for the information it provides to create the Account, the security of its passwords for the Account, and any use of its Account. Omnidea has no obligation to provide multiple accounts to Customer.
  - 1.3.2. Verification to Use Services. Customer must verify a Domain Email Address or a Domain Name to use the Services. If Customer does not have valid permission to use the Domain Email Address or does not own or control the Domain Name, then Omnidea will have no obligation to provide Customer with the Services and may delete the Account without notice.
- 1.4. Modifications.
  - 1.4.1. To the Services. Omnidea may make commercially reasonable changes to the Services from time to time. Omnidea will inform Customer if Omnidea (i) makes a material change to the Services that has a material impact on Customer's use of the Services and (ii) if Customer has subscribed with Omnidea to be informed about such change.
  - 1.4.2. To the Agreement. Omnidea may change the terms of this Agreement from time to time and will post any such changes at [https://cdn.omnidea.it/terms/terms\\_en.pdf](https://cdn.omnidea.it/terms/terms_en.pdf). These changes will only take effect at the beginning of Customer's next Order Term, at which time Customer's continued use of the Services will constitute its acceptance of the changes.
  - 1.4.3. To the Data Processing Amendment. Omnidea may only change the Data Processing Amendment where such change is required to comply with applicable law, is expressly permitted by the Data Processing Amendment, or:
    - 1.4.3.1. is commercially reasonable;
    - 1.4.3.2. does not result in a material reduction of the security of the Services;

- 1.4.3.3. does not expand the scope of or remove any restrictions on Omnidea's processing of "Customer Personal Data," as described in the "Scope of Processing" Section of the Data Processing Amendment; and
      - 1.4.3.4. does not otherwise have a material adverse impact on Customer's rights under the Data Processing Amendment.
    - 1.4.4. If Omnidea makes a material change to the Data Processing Amendment in accordance with this Section 1.4.3 (Modifications to the Data Processing Amendment), Omnidea will post the change at the webpage containing the Data Processing Amendment.
    - 1.4.5. Discontinuation of Core Services. Omnidea will notify Customer at least 12 months before discontinuing any Core Service (or associated material functionality) unless Omnidea replaces such discontinued Core Service or functionality with a materially similar Core Service or functionality. Nothing in this Section 1.4.5 (Discontinuation of Core Services) limits Omnidea's ability to make changes required to comply with applicable law, address a material security risk, or avoid a substantial economic or material technical burden.
- 2. Payment Terms.
  - 2.1. Usage Measurement and Billing Options. Omnidea's measurement tools will be used to determine Customer's usage of the Services and any such determination by Omnidea for the purpose of calculating Fees is final. Customer may elect one of the billing options below or any other option offered by Omnidea when Customer places its order for the Services.
    - 2.1.1. Monthly Plan. If Customer selects this option, Customer will be committed to purchasing the Services for one or more monthly terms (as selected by Customer). Omnidea will bill Customer according to the terms associated with Customer's elections on the Order Form.
    - 2.1.2. Annual Plan. If Customer selects this option, Customer will be committed to purchasing the Services for one or more annual terms (as selected by Customer). Omnidea will bill Customer according to the terms associated with Customer's elections on the Order Form.
  - 2.2. Omnidea may change its offering of billing options (including by limiting or ceasing to offer any billing option) upon 30 days' notice to Customer and any such change will take effect at the beginning of Customer's next Order Term. Billing options may not be available to all customers. Customer may pay for the Services using the payment options listed in Section 2.3 (Payment) below.
  - 2.3. Payment. All payments are due in the currency stated on the Order Form or invoice.
    - 2.3.1. Credit Card. If Customer is paying with a credit card, or other non-invoice form of payment payments are due at the beginning of the period during which Customer will receive the Services. For credit cards, as applicable: (i) Omnidea or a payment processor on Omnidea's behalf will issue an electronic bill for all applicable Fees when due, and (ii) these Fees are considered overdue at the beginning of the period during which Customer will receive the Services.
    - 2.3.2. Invoices. Payments for invoices are due 30 days after the invoice date (unless otherwise specified on the Order Form) and are considered overdue after such date.

- 2.4. Taxes.
    - 2.4.1. Customer is responsible for any Taxes, and will pay Omnidea for the Services without any reduction for Taxes. If Omnidea is obligated to collect or pay any Taxes, the Taxes will be invoiced to Customer and Customer will pay such Taxes to Omnidea, unless Customer provides Omnidea with a timely and valid tax exemption certificate in respect of those Taxes.
    - 2.4.2. Customer will provide Omnidea with any applicable tax identification information that Omnidea may require under applicable law to ensure its compliance with applicable tax regulations and authorities in applicable jurisdictions. Customer will be liable to pay (or reimburse Omnidea for) any taxes, interest, penalties, or fines arising out of any mis-declaration by Customer.
  - 2.5. Payment Disputes. Any payment disputes must be submitted before the payment due date. If the parties determine that certain billing inaccuracies are attributable to Omnidea, Omnidea will not issue a corrected invoice, but will instead issue a credit memo specifying the incorrect amount in the affected invoice. If a disputed invoice has not yet been paid, Omnidea will apply the credit memo amount to the disputed invoice and Customer will be responsible for paying the resulting net balance due on that invoice. Nothing in this Agreement obligates Omnidea to extend credit to any party.
  - 2.6. Delinquent Payments; Suspension. Late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Omnidea in collecting such delinquent amounts. Further, if Customer's payment for the Services is overdue, Omnidea may Suspend the Services.
  - 2.7. No Purchase Order Number Required. Customer is obligated to pay all applicable Fees without any requirement for Omnidea to provide a purchase order number on Omnidea's invoice (or otherwise).
  - 2.8. Price Revisions. Omnidea may change the Prices at any time unless otherwise expressly agreed in an addendum or Order Form. Omnidea will notify Customer at least 30 days in advance of any changes. Customer's pricing will change at the beginning of Customer's next Order Term after the 30-day period.
3. Customer Obligations.
    - 3.1. Compliance. Customer will
      - (a) ensure that Customer and its End Users' use of the Services complies with the Agreement,
      - (b) use commercially reasonable efforts to prevent and terminate any unauthorized use of, or access to, the Services, and
      - (c) promptly notify Omnidea if Customer becomes aware of any unauthorized use of, or access to, the Services, Account, or Customer's password. Omnidea reserves the right to investigate any potential violation of the acceptable use policy for the Services by Customer, which may include reviewing Customer Data.
    - 3.2. Privacy. Customer is responsible for any consents and notices required to permit
      - (a) Customer's use and receipt of the Services, and
      - (b) Omnidea's accessing, storing, and processing of data provided by Customer (including Customer Data) under the Agreement.

- 3.3. Restrictions. Customer will not, and will not allow End Users to,
  - (a) copy, modify, or create a derivative work of the Services;
  - (b) reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of, the Services (except to the extent such restriction is expressly prohibited by applicable law);
  - (c) sell, resell, sublicense, transfer, or distribute any or all of the Services; or
  - (d) access or use the Services
  - (i) in violation of the acceptable use policy for the Services;
  - (ii) in a manner intended to avoid incurring Fees (including creating multiple Customer Accounts to simulate or act as a single Customer Account or to circumvent Service-specific usage limits or quotas).
4. Suspension.
  - 4.1. Violations of Acceptable Use Policy for the Services. If Omnidea becomes aware that Customer's or any End User's use of the Services violates the acceptable use policy for the Services, Omnidea will notify Customer and request that Customer correct the violation. If Customer fails to correct the violation within 24 hours of Omnidea's request, then Omnidea may Suspend all or part of Customer's use of the Services until the violation is corrected. Suspension of the Services may include removal or unsharing of content that violates the acceptable use policy for the Services.
  - 4.2. Other Suspension. Notwithstanding Section 4.1 (Violations of Acceptable Use Policy for the Services), Omnidea may immediately Suspend all or part of Customer's use of the Services (including use of the underlying Account) if
    - (a) Omnidea reasonably believes Customer's or any End User's use of the Services could adversely impact the Services, other customers' or their end users' use of the Services, or the Omnidea network or servers used to provide the Services;
    - (b) there is suspected unauthorized third-party access to the Services;
    - (c) Omnidea reasonably believes that immediate Suspension is required to comply with any applicable law; or
    - (d) Customer is in breach of Section 3.3 (Restrictions) or the Service Specific Terms. Omnidea will lift any such Suspension when the circumstances giving rise to the Suspension have been resolved. At Customer's request, Omnidea will, unless prohibited by applicable law, notify Customer of the basis for the Suspension as soon as is reasonably possible.
5. Intellectual Property Rights; Protection of Customer Data; Feedback; Using Brand Features Within the Services.
  - 5.1. Intellectual Property Rights. Except as expressly stated in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and Omnidea owns all Intellectual Property Rights in the Services.
  - 5.2. Protection of Customer Data. Omnidea will only access or use Customer Data to provide the Services and TSS to Customer or as otherwise instructed by Customer. Without limiting the generality of the preceding sentence, Omnidea will not process Customer Data for Advertising purposes or serve Advertising in the Services. Omnidea has implemented and will maintain administrative, physical, and technical

- safeguards to protect Customer Data, as further described in the Data Processing Amendment.
- 5.3. Customer Feedback. At its option, Customer may provide feedback or suggestions about the Services to Omnidea ("Feedback"). If Customer provides Feedback, then Omnidea may use that Feedback without restriction and without obligation to Customer.
6. Confidential Information.
- 6.1. Obligations. The recipient will only use the disclosing party's Confidential Information to exercise the recipient's rights and fulfill its obligations under the Agreement, and will use reasonable care to protect against the disclosure of the disclosing party's Confidential Information. The recipient may disclose Confidential Information only to its Affiliates, employees, agents, or professional advisors ("Delegates") who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that its Delegates use the received Confidential Information only to exercise rights and fulfill obligations under this Agreement.
- 6.2. Required Disclosure. Notwithstanding any provision to the contrary in this Agreement, the recipient or its Affiliate may also disclose Confidential Information to the extent required by applicable Legal Process; provided that the recipient or its Affiliate uses commercially reasonable efforts to
- (a) promptly notify the other party before any such disclosure of its Confidential Information, and
  - (b) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure. Notwithstanding the foregoing, subsections (a) and (b) above will not apply if the recipient determines that complying with (a) and (b) could
    - (i) result in a violation of Legal Process;
    - (ii) obstruct a governmental investigation; or
    - (iii) lead to death or serious physical harm to an individual.
7. Term and Termination.
- 7.1. Agreement Term. The term of this Agreement (the "Term") will begin on the Effective Date and continue until the Agreement is terminated or not renewed as stated in this Section 8 (Term and Termination).
- 7.2. Renewal.
- 7.2.1. With an Annual/Monthly Plan. At the end of each Order Term for an Annual/Monthly Plan, the Services will renew consistent with Customer's elections in the Order Form or Admin Console.
  - 7.2.2. Generally. If either party does not want the Services to renew, then it must notify the other party to this effect at least 15 days before the end of the then-current Order Term, and this notice of non-renewal will take effect at the end of the then-current Order Term.
- 7.3. Termination for Breach. To the extent permitted by applicable law, either party may terminate this Agreement immediately on written notice if
- (a) the other party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice of the breach, or
  - (b) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days.

- 7.4. Termination for Convenience. Customer may stop using the Services at any time. Subject to Customer fulfilling all its financial commitments under an Order Form or otherwise under this Agreement (including payment of all Fees for the Order Term), Customer may also terminate this Agreement for its convenience at any time on prior written notice.
  - 7.5. Termination Due to Applicable Law; Violation of Laws. Omnidea may terminate this Agreement and/or any applicable Order Form immediately on written notice if Omnidea reasonably believes that
    - (a) continued provision of any Service used by Customer would violate applicable law(s) or
    - (b) Customer has violated or caused Omnidea to violate any Anti-Bribery Laws or Export Control Laws.
  - 7.6. Effect of Termination or Non-Renewal. If the Agreement is terminated or not renewed, then
    - (a) all rights and access to the Services will cease (including access to Customer Data), unless otherwise described in this Agreement, and
    - (b) all Fees owed by Customer to Omnidea are immediately due upon Customer's receipt of the final electronic bill or as stated in the final invoice.
  - 7.7. No Refunds. Unless expressly stated otherwise in this Agreement, termination or non renewal under any section of this Agreement (including the Data Processing Amendment) will not oblige Omnidea to refund any Fees.
8. Publicity. Customer may state publicly that it is a Omnidea customer. Omnidea may use Customer's name and Brand Features in online or offline promotional materials of the Services. Each party may use the other party's Brand Features only as permitted in the Agreement. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.
  9. Representations and Warranties. Each party represents and warrants that
    - (a) it has full power and authority to enter into the Agreement, and
    - (b) it will comply with all laws applicable to its provision, receipt, or use of the Services, as applicable.
  10. Disclaimer. Except as expressly provided for in the Agreement, Omnidea does not make and expressly disclaims to the fullest extent permitted by applicable law
    - (a) any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, title, non-infringement, or error-free or uninterrupted use of the Services and
    - (b) any representations about content or information accessible through the Services.
  11. Limitation of Liability.
    - 11.1. Limitation on Indirect Liability. To the extent permitted by applicable law and subject to Section 12.3 (Unlimited Liabilities), neither party will have any Liability arising out of or relating to the Agreement for any
      - (a) indirect, consequential, special, incidental, or punitive damages or
      - (b) lost revenues, profits, savings, or goodwill.

- 11.2. Limitation on Amount of Liability. Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the Fees Customer paid during the 12 month period before the event giving rise to Liability.
- 11.3. Unlimited Liabilities. Nothing in the Agreement excludes or limits either party's Liability for:
  - (a) its fraud or fraudulent misrepresentation;
  - (b) its obligations under Section 13 (Indemnification);
  - (c) its infringement of the other party's Intellectual Property Rights;
  - (d) its payment obligations under the Agreement; or
  - (e) matters for which liability cannot be excluded or limited under applicable law.
- 12. Indemnification.
  - 12.1. Omnidea Indemnification Obligations. Omnidea will defend Customer and indemnify him against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that any Service or any Omnidea Brand Feature, in each case used in accordance with the Agreement, infringes the third party's Intellectual Property Rights.
  - 12.2. Customer Indemnification Obligations. Customer will defend Omnidea and its Affiliates providing the Services and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from (a) any Customer Data or Customer Brand Features or (b) Customer's or an End User's use of the Services in breach of the acceptable use policy or Section 3.3 (Restrictions).
  - 12.3. Exclusions. Sections 12.1 (Omnidea Indemnification Obligations) and 12.2 (Customer Indemnification Obligations) will not apply to the extent the underlying allegation arises from
    - (a) the indemnified party's breach of the Agreement or
    - (b) a combination of the indemnifying party's technology or Brand Features with materials not provided by the indemnifying party under the Agreement, unless the combination is required by the Agreement.
  - 12.4. Conditions. Sections 12.1 (Omnidea Indemnification Obligations) and 12.2 (Customer Indemnification Obligations) are conditioned on the following:
    - (a) Any indemnified party must promptly notify the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 12.4 prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 12.1 (Omnidea Indemnification Obligations) or 12.2 (Customer Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.
    - (b) Any indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following:
      - (i) the indemnified party may appoint its own non-controlling counsel, at its own expense and
      - (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.
  - 12.5. Remedies.

- 12.5.1. If Omnidea reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Omnidea may, at its sole option and expense
  - (i) procure the right for Customer to continue using the Services;
  - (ii) modify the Services to make them non-infringing without materially reducing their functionality; or
  - (iii) replace the Services with a non-infringing, functionally equivalent alternative.
- 12.5.2. If Omnidea does not believe the remedies in Section 12.5.1 are commercially reasonable, then Omnidea may Suspend or terminate Customer's use of the impacted Services. If Omnidea terminates the impacted Services, then Omnidea will provide a pro-rata refund of any unearned Fees actually paid by Customer applicable to the period following termination of such Services.
- 12.6. Sole Rights and Obligations. Without affecting any other termination rights of either party, this Section 12 (Indemnification) states the parties' sole and exclusive remedy under this Agreement for any third-party allegations of Intellectual Property Rights infringement covered by this Section 12 (Indemnification).
- 13. Miscellaneous.
  - 13.1. Notices. Under the Agreement, notices to Customer must be sent to the Notification Email Address and notices to Omnidea must be sent to [info@omnidea.it](mailto:info@omnidea.it). Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current throughout the Term.
  - 13.2. Emails. The parties may use emails to satisfy written approval and consent requirements under the Agreement.
  - 13.3. Assignment. Neither party may assign any part of this Agreement without the written consent of the other, except to an Affiliate where
    - (a) the assignee has agreed in writing to be bound by the terms of this Agreement, and
    - (b) the assigning party has notified the other party of the assignment.Any other attempt to assign is void. If Customer assigns this Agreement to an Affiliate in another jurisdiction such that there is a change in the Omnidea contracting entity:
    - (i) this Agreement is automatically assigned to the new Omnidea contracting entity; and
    - (ii) if the Affiliate's billing account is in India or Brazil, the applicable terms of service linked above, and not this Agreement, will apply from the moment of the assignment.
  - 13.4. Change of Control. If a party experiences a change of Control other than as part of an internal restructuring or reorganization (for example, through a stock purchase or sale, merger, or other form of corporate transaction), that party will give written notice to the other party within 30 days after the change of Control.
  - 13.5. Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.
  - 13.6. Subcontracting. Omnidea may subcontract obligations under the Agreement but will remain liable to Customer for any subcontracted obligations.



- 13.7. No Agency. This Agreement does not create any agency, partnership, or joint venture between the parties.
- 13.8. No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.
- 13.9. Severability. If any part of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.
- 13.10. No Third-Party Beneficiaries. This Agreement does not confer any benefits on any third party unless it expressly states that it does.
- 13.11. Survival. The following Sections will survive expiration or termination of this Agreement: Section 2 (Payment Terms), Section 5 (Intellectual Property Rights), Section 6 (Confidential Information), Section 10 (Disclaimer), Section 11 (Limitation of Liability), Section 12 (Indemnification).
- 13.12. Entire Agreement. This Agreement sets out all terms agreed between the parties and terminates and supersedes any and all other agreements between the parties relating to its subject matter, including any prior versions of this Agreement. In entering into this Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly stated in this Agreement. The URL Terms are incorporated by reference into the Agreement. After the Effective Date, Omnidea may provide an updated URL in place of any URL in this Agreement.
- 13.13. Conflicting Terms. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order (of decreasing precedence): the Order Form, the Data Processing Amendment, the remainder of the Agreement (excluding the URL Terms), and the URL Terms (other than the Data Processing Amendment).
- 13.14. Headers. Headings and captions used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.
- 13.15. Conflicting Languages. If this Agreement is translated into any language other than Italian, and there is a discrepancy between the Italian text and the translated text, the Italian text will govern unless expressly stated otherwise in the translation.

Last modified: November 9, 2021