

# HIYA CONNECT MASTER SERVICES AGREEMENT

This Hiya Connect Master Services Agreement (this "**MSA**"), together with the accompanying Order form (the "**Order Form**"), is entered into between Hiya, Inc., a Delaware USA corporation with its principal place of business at 110 Union Street, Suite 500, Seattle, WA 98101 USA ("**Hiya**") and the entity signing such Order Form ("**Company**"). Together, the MSA and the Order Form are collectively referred to as the "**Agreement**." Capitalized terms not defined herein shall have the meanings assigned in the Order Form. Hiya and Company (each a "**Party**", and together the "**Parties**") hereby agree as follows:

**1. HIYA OFFERING.** Commencing on the later to occur of the Effective Date of this Agreement and the Service Start Date identified in the Order Form, Hiya shall make the products and services set forth on the Order Form (the "**Hiya Offering**") available to Company for purposes of creating and managing a branded identity on mobile and digital devices. Prior to the availability of products and/or commencement of services hereunder, Hiya shall deliver to Company the passwords, application programming interfaces ("**APIs**") and any other proprietary network connections necessary to enable Company to access and use the Hiya Offering and Hiya grants to Company a limited, non-exclusive, non-transferable, royalty-free right and license during the Term to use the Hiya Offering and such passwords, APIs and connections in the context of the Hiya Offering. Company represents and warrants that it owns, or otherwise has all necessary rights to use, the phone numbers it provides to Hiya for branding in the Hiya Offering.

**2. HIYA SUPPORT.** Hiya may provide written or electronic instructions, documentation, reports and/or other materials (collectively, "**Documentation**") to facilitate Company's authorized use of the Hiya Offering. Hiya grants to Company a limited, non-exclusive, non-transferable, royalty-free right and license during the Term to internally reference, display, and reproduce the Documentation, subject to Company's confidentiality and non-use obligations hereunder. During the Term, Hiya will provide the customer support services in Exhibit A to this MSA. At no charge to Company, Hiya will install on Hiya's servers any software updates Hiya deems reasonably necessary to maintain or enhance the quality or performance of the Hiya Offering, including bug fixes and error corrections (collectively, "**Updates**"). Each Update will be deemed part of the Hiya Offering and subject to the terms and conditions of this Agreement.

**3. USE RESTRICTIONS.** Company acknowledges and agrees that its right to access and use the Hiya Offering is subject to the following conditions: (a) Company is responsible for, and assumes all risks associated with, all acts and omissions of Company's users of the Hiya Offering, and - without limitation - Company shall make all such users aware of the applicable provisions of this Agreement and promptly notify Hiya of any actual or suspected breach of these terms; and (b) Company shall not, directly or indirectly: (i) attempt to sell, transfer, assign, rent, lend, lease, publish, sublicense or otherwise provide third parties rights or access to the Hiya Offering (in whole or in part), including as a service bureau or outsourced service; (ii) circumvent or disable any security or other access controls of the Hiya Offering; (iii) copy, modify, reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any proprietary components of the Hiya Offering, including its APIs, software, systems, methodologies, data or analytics; (iv) access or use the Hiya Offering in a manner that interferes with the integrity, functionality, security or performance of the Hiya Offering and/or any associated technologies, services or networks; (v) use the Hiya Offering and/or Documentation provided by Hiya hereunder for the purpose of developing or benchmarking a competitive product or service; (vi) remove, delete, alter or obscure any trademarks, service marks, images, logos or other identifiers of source ("**Marks**") of Hiya in the Hiya Offering or otherwise affixed to any Documentation; or (vii) access or use the Hiya Offering in any manner or for any purpose that (1) violates applicable law and regulation, including laws protecting consumer rights and individual privacy; or (2) infringes or misappropriates third party intellectual property or proprietary rights. Company acknowledges that the Hiya Offering is designed only to deliver a branded call experience to end users, and is not designed (nor may be used) to satisfy any legal or regulatory requirement applicable to Company.

**4. SERVICE SUSPENSION.** Hiya may temporarily suspend access to the Hiya Offering (or any component thereof) without liability or further obligation if Hiya believes, in its reasonable discretion, that: (a) Company is in material breach of this Agreement; (b) Company, or any of its employees, representatives or permitted users (each an "**Authorized User**"), is using the Hiya Offering for fraudulent or illegal activities or in a manner that misleads consumers or infringes the rights of others; or (c) use of the Hiya Offering by any Authorized User disrupts or poses a security risk to the Hiya Offering or to any other customer or vendor of Hiya. Hiya will use reasonable efforts under the circumstances to provide Company timely notice of such suspension. Such notice may, in this instance, be made via e-mail or telephone. Any suspension of the Hiya Offering hereunder shall not be deemed an election of remedies; Hiya retains the right to pursue any additional available remedies for any damages caused by Company or its Authorized User, whether at law, in equity (including injunctive relief without the necessity of posting a bond), or under this Agreement.

**5. COMPANY CONTENT.** As between Hiya and Company, Company owns all right, title, and interest in all content, including text, images, and phone numbers, in any form, format or medium that is submitted, posted, uploaded, provided, or otherwise transmitted by or on behalf of Company to enable Company's use of the Hiya Offering ("**Company Content**"). Company Content includes Company Marks, Company messaging, calling party information (such as dialing party identifiers), call reason and any associated data or metadata (such as length of call or call result). Company grants to Hiya a non-exclusive, royalty-free, perpetual, irrevocable, worldwide right and license to reproduce, distribute, transmit, display, publish and use the Company Content solely for the purpose of providing the Hiya Offering to Company and to otherwise perform all acts described in this Agreement. To the extent Company Content includes Company Marks, any goodwill associated with Hiya's use of Company Marks shall inure to the benefit of Company. Company, and not Hiya, is responsible for, and assumes all liability associated with, Company Content. Without limitation, Company shall obtain all consents, permissions, and licenses necessary to grant Hiya the rights and licenses set forth herein, including all agreement(s) needed to process phone numbers in the Hiya Offering.

**6. AGGREGATED STATISTICS.** Notwithstanding anything to the contrary in this Agreement, Hiya may collect and compile "Aggregated Statistics," and use such Aggregated Statistics in the Hiya Offering. The term "**Aggregated Statistics**" means data and metadata related to Company's use of the Hiya Offering aggregated together, and/or aggregated with data from other customers' use of the Hiya Offering, in a manner that does not identify Company to any third party. Aggregated Statistics include, but are not limited to, call volumes and velocity, call pickup rates, call disposition, calling party statistics, and uptime and latency of the Hiya Offering. As between Hiya and Company, all right, title, and interest in and to Aggregated Statistics, including all intellectual property rights therein, belong to and are retained solely by Hiya. To the extent Aggregated Statistics are derived from Company Content, Company grants to Hiya a non-exclusive, royalty-free, perpetual and irrevocable, worldwide right and license to reproduce, modify, analyze, and otherwise use such Company Content within the Hiya Offering in the form of Aggregated Statistics. If Hiya provides Aggregated Statistics to Company, Hiya grants to Company a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to access, use, reproduce, and display the Aggregated Statistics, solely for Company's internal business purposes. All other rights are reserved by each Party.

**7. THIRD-PARTY NETWORKS.** Company acknowledges and agrees that Hiya uses third-party networks to support the Hiya Offering, including wired and wireless networks, as well as Hiya's data hosting services. If the delivery of Company Content in the Hiya Offering involves

the use of AT&T networks or Samsung electronics, Hiya certifies, and Company acknowledges, that Hiya is an authorized agent of AT&T (to provide the Hiya Offering for AT&T users) and Samsung Electronics (to provide the Hiya Offering for Samsung users). Nothing herein, however, shall be construed as creating a third-party beneficiary contract or otherwise granting Company any additional rights or remedies with respect to the Hiya Offering or any service provider, including AT&T or Samsung.

**8. TERM, RENEWALS AND TERMINATIONS.** This Agreement begins on the Effective Date and, unless terminated earlier as set forth herein, will continue until the expiration of the initial Term, as specified in the Order Form. Upon expiration of such initial Term, the Agreement will automatically renew for successive one-year terms (each, a "**Renewal Term**"), unless either Party gives written notice of non-renewal to the other at least 30 days prior to the expiration of the applicable Term. In addition to any other express termination right set forth in this Agreement, either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party commits a material breach of this Agreement that is incapable of cure or, being capable of cure, remains uncured 30 days after receipt of written notice of breach. No expiration or termination will affect Company's obligation to pay all Fees that may have become due before such expiration or termination and, if Company terminates the Agreement as a result of Hiya's material breach, Hiya will promptly refund, on a pro rata basis, any pre-paid Fees. Each Party will destroy any Confidential Information of the other Party if and as requested by the other Party, subject to the provisions in the confidentiality section below. For clarity, Hiya is not obligated to retain or store any Company Content during or after termination or expiration of the Term. Company, and not Hiya, shall be solely responsible for making all backup copies of any Company Content.

**9. FEES.** Company shall pay Hiya the branded call, analytics and platform fees identified in the Order Form ("**Fees**"). On the first day of any Renewal Term, but not more often than once every twelve months, Hiya may implement an automatic increase in Fees of up to 7.5%. Fees are exclusive of any applicable sales, use, import or export taxes, duties, fees, value-added taxes, surcharges, tariffs, or other amounts at-tributable to Company's signing of this Agreement and use of the Hiya Offering (collectively, "**Surcharges**"). Company shall be solely responsible for the payment of any Surcharges. If Hiya is required to pay Surcharges on Company's behalf, Company shall reimburse Hiya for all amounts paid, upon invoice. If Company uses a credit card to make payment hereunder, Company authorizes Hiya to charge such credit card on a recurring basis throughout the Term for all applicable Fees and any applicable Surcharges. Fees shall be paid to Hiya within 30 days of receipt of an undisputed invoice via the payment method identified in the Order Form. An invoice shall be deemed undisputed if, within such 30-day period, Company fails to notify Hiya in writing of any disputed amounts. If Company fails to make any payment when due, without limiting Hiya's other rights and remedies, then; (a) Hiya may charge interest on the past due amount at the rate of the lesser of 1.5% per month, calculated daily and compounded monthly, or the highest rate permitted under applicable law; (b) Company shall reimburse Hiya for third-party costs incurred by Hiya in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (c) if such failure continues 60 days or more, Hiya further reserves (among other rights and remedies) the right to suspend access to the Hiya Offering and, if reactivated, impose a reasonable reconnection fee. Amounts payable to Hiya shall continue to accrue during any period of suspension and must be paid as a condition precedent to reactivation, which reactivation is at Hiya's sole discretion.

**10. CONFIDENTIALITY.** "**Confidential Information**" means all information disclosed by a Party to the other Party, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Hiya includes the Order Form, Documentation, and Aggregated Statistics. Confidential Information of the Company includes the Company Content. Confidential Information of each Party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing Party, (ii) was known to the receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the disclosing Party, or (iv) was independently developed by the receiving Party without use of the other Party's Confidential Information. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees or representatives who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required: (x) to comply with the order of a court or other governmental body, or to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party, if permitted by law, so it can make a reasonable effort to obtain a protective order; (y) to establish a Party's rights under this Agreement, including making required court filings; or (z) make this Agreement available to a Party's auditors, or other third parties with contractual audit rights, but only if such parties are also subject to similar confidentiality obligations. On the expiration or termination of the Agreement, the receiving Party shall promptly destroy all copies, whether in written, electronic, or other form of media, of the disclosing Party's Confidential Information (except for legal control copies or electronic backup copies maintained in the normal course of business). Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, that with respect to any Confidential Information that constitutes a trade secret, such obligations of non-disclosure will survive the termination of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law. All obligations of non-use shall remain in force without time limitation.

**11. INDEMNIFICATION.** Hiya shall indemnify, hold harmless and defend Company from and against all any and all losses, damages, liabilities, costs and reasonable attorney's fees (collectively, "**Losses**") incurred by Company resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that Company's authorized use of the Hiya Offering infringes or misappropriates such third party's patents, copyrights, or trade secrets in the jurisdictions encompassed by this Agreement; provided, however, that if such a claim is made or appears reasonably likely, Company permits Hiya, at Hiya's sole discretion, to: (i) modify or replace the Hiya Offering, or component or part thereof, to make it non-infringing; or (ii) obtain the rights necessary for Company to continue use the Hiya Offering. If Hiya determines that neither alternative is reasonably available, Hiya may terminate this Agreement, in its entirety or with respect to the affected component or part of the Hiya Offering, effective immediately on written notice to Company. Any Fees pre-paid for use of the Hiya Offering following the effective date of termination shall be refunded to Company on a pro rata basis. Hiya shall have no obligation under this section if, or to the extent that, the Third-Party Claim is based on: (a) Company's use of the Hiya Offering that occurred in combination with third party data, software, products services, hardware, equipment, or other technology not provided by Hiya; or (b) Company Content. Company shall promptly notify Hiya in writing of any potential Third-Party Claim, and in no event more than 15 days following the date on which Company became aware of same. Hiya shall have sole control of the defense of the claim, but Company may participate in the defense and to employ legal counsel at its own expense to assist in the handling of the Third-Party Claim. Hiya may settle any Third-Party Claim in its sole discretion. Company will reasonably cooperate with Hiya in responding to any Third-Party Claim, at its own expense.

**12. DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUT SUBJECT TO THE INDEMNITY SET FORTH IN SECTION 11 ABOVE, HIYA MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AGAINST ANY INFRINGEMENT OF ANY PROPRIETARY RIGHTS OF ANY OTHER PARTY. COMPANY ASSUMES THE ENTIRE RISK AS TO THE SUITABILITY OF THE HIYA OFFERING FOR ITS BUSINESS PURPOSES. HIYA DOES NOT WARRANT THAT THE HIYA OFFERING WILL OPERATE WITHOUT ERRORS, OR THAT ANY OR ALL OF ITS OFFERING WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES OR AT ANY SPECIFIC TIME.

**13. EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES.** WITH THE EXCEPTION OF THE PARTIES' OBLIGATIONS TO PROTECT THE OTHER PARTY'S CONFIDENTIAL INFORMATION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS OPPORTUNITIES, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER EITHER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

**14. LIMITATION OF LIABILITY.** IN NO EVENT WILL THE AGGREGATE LIABILITY OF EACH PARTY, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEED THE TOTAL AMOUNT PAID BY COMPANY HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE-MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT COMPANY'S PAYMENT OBLIGATIONS UNDER THE "FEES" SECTION ABOVE.

**15. TIME FOR COMMENCEMENT OF ACTION.** NO ACTION AGAINST EITHER PARTY OR ANY OF ITS AFFILIATES OR THEIR DIRECTORS, OFFICERS, EMPLOYEES OR SHAREHOLDERS, REGARDLESS OF FORM (INCLUDING NEGLIGENCE), ARISING OUT OF ANY CLAIMED BREACH OF THIS AGREEMENT OR IN ANY OTHER WAY RELATED TO THIS AGREEMENT, MAY BE BROUGHT MORE THAN ONE YEAR AFTER THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

**16. FORCE MAJEURE.** With the exception of Company's payment obligations hereunder, in no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to network outages, third party software or hardware failures, terrorism, criminal acts (including hacking or data theft), legal restriction, or embargo.

**17. PUBLICITY.** Company authorizes Hiya to use Company's name and/or Marks, but only in reference to Company being a customer of the Hiya Offering, and only in circumstances when other customers are so referenced. If the Parties mutually agree to develop a case study relating to Company's implementation and use of the Hiya Offering, each shall make qualified personnel reasonably available to assist in the creation of the case study. Neither Party will publish such case study until each approves its content, which approval shall not be unreasonably withheld or delayed. Upon such approval, either Party may publish the case study in its final, unedited form in any publication, promotional materials, and other media outlets.

**18. INTERPRETATION.** As used in this Agreement, except to the extent the context otherwise requires, (1) the meanings of defined terms will be equally applicable to both the singular and plural forms of the terms defined; (2) references to agreements and other documents will be deemed to include all subsequent amendments and other written modifications expressly provided for hereunder; (3) any titles or headings are for convenience of reference only, and will not affect the construction or interpretation of this Agreement; (4) the words "hereof" and "herein" and the like refer to this Agreement as a whole, and not merely to the specific section or clause in which the respective word appears; (5) the words "including" and "excluding" and the like will be deemed to always be followed by the words "without limitation"; (6) any reference to "days" or "quarters" will mean calendar days or calendar quarters, unless otherwise expressly stated, any reference to "business days" will be mean business days in the United States; and (7) unless otherwise expressly stated, any reference to "£" or "Pound" means United Kingdom pounds sterling, to "€" or "Euro" means the EU euro, to "CDN\$" means Canadian dollars, and to "\$", "US\$", "USD" or "dollars" means United States dollars. No provision of this Agreement will be construed against or interpreted to the disadvantage of either Party by any court or other authority by reason of that Party having drafted or proposed such provision.

**19. GOVERNING LAW, VENUE, NOTICES.** The law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Company is domiciled. If Company is domiciled under the laws of the United Kingdom or any country in the European Economic Area, the Parties agree to the jurisdiction of the courts located in London, England, United Kingdom, and the laws of England and Wales will apply. If Company is domiciled anywhere else in the world, the Parties agree to the jurisdiction of the courts located in Wilmington, Delaware, United States of America, and the laws of the State of Delaware and controlling United States federal law will apply. Each party agrees to the applicable governing law above without regard to choice or conflicts of laws' rules, and to the exclusive jurisdiction of the applicable courts listed above. All notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the third business day after mailing, or (c) except for notices of breach or termination or an indemnifiable claim ("**Legal Notices**"), which shall be clearly identifiable as Legal Notices, the day of sending by email. Billing-related notices to Company shall be addressed to the relevant billing contact designated by Company in the Order Form.

**20. CONCLUDING PROVISIONS.** Each party represents that it has validly entered into this Agreement and has the legal power to do so. This Agreement will not create any agency, joint venture or partnership relationship, and neither Party will have the authority to make representations, negotiate or enter into any contract for or on behalf of, or create any obligations for, the other Party. There are no third-party beneficiaries, except as expressly set forth in this Agreement. Neither Party may assign or otherwise transfer this Agreement, or any rights, licenses or obligations hereunder without the prior written consent of the other Party, which will not be unreasonably withheld or delayed; provided, however, that either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any permitted assignee or successor of rights hereunder will be bound by all terms and conditions of this Agreement. Each Party will perform all its obligations under this Agreement in accordance with all applicable laws and regulations, now or hereafter in effect. The Hiya Offering may be subject to export laws and regulations of the United States and other jurisdictions. Hiya and Company each represent that it is not on any U.S. government denied-party list. Company will not permit any Authorized User to access or use the Hiya Offering in a U.S.-embargoed country or region. No failure or delay in exercising any right hereunder will operate as a waiver, nor will any partial exercise thereof preclude any further exercise of rights hereunder. If any provision of this Agreement is held to be unenforceable to any extent, it will nonetheless be enforced to the fullest extent allowed by law, and the validity and force of the remainder of this Agreement will not be affected thereby. The provisions of this Agreement dealing with liabilities, disclaimers of warranty, conflict resolution, governing law, proprietary rights, payments, confidentiality, and other similar types of clauses will survive the expiration or termination of this Agreement. No variation or modification of this Agreement, or any waiver, will be valid unless it is in writing and signed by a corporate officer of the Parties. Each provision of this Agreement, including those that provide for a limitation of liability, disclaimer of warranties, or exclusion of damages is to allocate the risks of this Agreement between the Parties. Each of the Parties represents and warrants that it has fully familiarized itself with this Agreement and that it will comply with all applicable laws in exercising its rights and performing its obligations hereunder. This Agreement, together with its exhibits and attachments, comprise the entire agreement between Company and Hiya and supersedes all prior or contemporaneous negotiations, communications, discussions, or agreements, whether written or oral, between the parties regarding the subject matter contained herein, with the exception of pre-existing, fully-executed nondisclosure agreements, which shall remain in full force and effect with respect to exchanges of confidential information occurring prior to the Effective Date of this Agreement.

## **EXHIBIT A to MSA**

### **Hiya Support Services**

**Access.** Hiya shall make the Hiya Offering available 24 hours per day, seven days a week with a minimum uptime level of 99.7% measured on an aggregate calendar monthly basis, with no single unscheduled outage exceeding four consecutive hours in a single seven-day period. Such service availability does not, however, include regularly scheduled maintenance or any unscheduled downtime due to failures beyond Hiya's reasonable control (such as errors or malfunctions due to Company's computer systems, local networks or Internet connectivity).

**Scheduled Maintenance.** Hiya shall conduct scheduled service maintenance of the Hiya Offering ("**Scheduled Maintenance**") after Hiya's regular business hours or on weekends. Hiya shall give Company at least two days' prior notice of the exact date and time of such Scheduled Maintenance, via e-mail, posting of a message in the Hiya Connect console, or other timely means of communication.

**Security.** Hiya shall take, at a minimum, the following measures to protect unauthorized access to any Hiya Offering:

- (a) at all times during the Term, Hiya shall use industry standard online intrusion detection technology to protect third party access to the Hiya Offering;
- (b) trained Internet security specialists shall monitor Hiya Offering for unauthorized access or use;
- (c) Hiya shall provide access to the Hiya Offering via the most recent commercially released version of Secure Socket Layer (SSL);
- (d) Hiya shall enable a firewall configured to protect unauthorized access to the Hiya Offering. If Hiya reasonably determines that the Hiya Offering may be compromised in a manner that impacts Company, it shall notify Company and take necessary measures to protect all or the affected portions of the Hiya Offering;
- (e) In accordance with industry standard practices, Hiya shall continually update its intrusion detection systems and shall employ additional safeguards as it deems necessary to monitor Hiya Offering; and
- (f) All Hiya personnel or technicians who manage or support Hiya Offering shall be under a professional duty or contractual obligation to (i) protect the Hiya Offering from unauthorized access or disclosure; (ii) keep confidential all Hiya-provided passwords for Hiya Offering set up; and (iii) comply with all applicable laws regarding data security and privacy.

**Customer Issue Resolution Process.** Reported customer issues are reviewed and resolved via the process below.

- **Issue Receipt:** The issue has been received by our customer support team via the customer-success@hiya.com e-mail alias. It is then entered in our internal support management system, where an issue tracking number to the support case is assigned.
- **Issue Triage:** Once the issue is in our support management system, the support team reviews the customer issue and determines if this issue is a service error or if additional training, services, or documentation may be sufficient to resolve the problem. The support team may then reproduce the issue and attempt to identify any workarounds that may bypass the issue. Hiya will communicate a resolution plan based on support prioritization, described below.
- **Support Prioritization:** The reported issue has been identified as a service error and is given a Hiya issue tracking number along with other tracking data such as the priority of the error. Prioritization uses a set of criteria to determine how severe the issue is to all Hiya customers. Hiya uses these criteria to ensure that our product engineering team is appropriately assigned to core product development or errors for customers. The criteria used are:
  - Is the system down or unusable? "**System down**" is defined as users are unable to log into the system or use the product due to unresponsive behavior.
  - Does the problem affect all Hiya customers? This helps Hiya determine if the error is widespread, or if there is a special way the product is being used by Company that may present the error.
  - Are multiple users/customers reporting this error? This helps Hiya further narrow down the spread of any given error. By watching trends in the customer support queue, Hiya can determine where errors are developing to proactively resolve them.
  - Is user data being saved to the database incorrectly? Corruption of user data is taken very seriously at Hiya, and our support team strives to ensure that all information is saved in our secure system as the user intended.
  - Are there any workarounds that can be provided to accomplish this task? Sometimes there are several ways to accomplish any given need in the product.

Once Hiya has reviewed these criteria, each error is given a priority that determines the timeline for resolution. This timeline is then communicated to the customer. Generally, Hiya makes every effort to comply with the following response and resolution timeframes:

Phase	Estimated Response Time	Description
Issue Receipt	One business day	Hiya has received the issue and notifies customer of the issue number for tracking purposes.
Issue Triage	Three business days	Hiya is actively working triage of the problem and communicating status updates. This will likely require assistance from you or your team.
Issue Prioritization	Five business days	Hiya has categorized the issue in terms of priority and provides a commitment release and/or time frame to address the issue.