



SUBSCRIPTION LICENSE TERMS AND CONDITIONS

THESE **SUBSCRIPTION LICENSE TERMS AND CONDITIONS** (these “Terms and Conditions”) set forth the terms and conditions of the Customer’s (as defined below) use of the License (as defined below) granted to the Customer by GemShelf Inc. (d/b/a Shelf) (“Shelf”), which Customer has purchased pursuant to Customer’s agreement with Genesys Telecommunications Laboratories Inc. or its affiliate (collectively, “Genesys”), who is acting as a reseller in terms of the relationship between Shelf and the Customer (such agreement, the “Genesys Agreement”). These Terms and Conditions are effective as of the effective date of the Genesys Agreement, as set forth therein (such date, the “Effective Date”). Shelf and Customer are sometimes referred to herein individually as a “party” and collectively the “parties”. The parties agree as follows:

1. SOFTWARE AND CONTENT LICENSE.

1.1 Grant of License. Subject to compliance by Customer with these Terms and Conditions, Shelf hereby grants to Customer a non-exclusive, non-transferable, limited subscription license (without the right of sublicense to third-parties) (the “License”) to (as applicable) install, execute, run, access and/or use: (i) the platform and related software-as-a-service (SaaS) services owned by Shelf and/or its licensors and set forth in the Genesys Agreement (collectively, the “Platform”); (ii) applicable Content; (iii) any applicable Services provided by Shelf under these Terms and Conditions; and (iv) use any related documentation provided to Customer (the “Documentation”). Furthermore, during the Term, Shelf shall provide Customer access to and the ability to purchase the number of Per-User Licenses to the Platform or portion of the number indicated in the Genesys Agreement, for individual users that Customer has authorized to use the Platform (the “Authorized Users”), subject to these Terms and Conditions. Customer may not use any third-party component contained in or provided with the Platform, content or portion of the content, separately from the scope of the License.

1.2 Usage Limits. Access to and use of the Platform is subject to usage limits, specified in these Terms and Conditions. The Platform may not be accessed by more than the specified number of Authorized Users set forth in the Genesys Agreement. Each Authorized User will have unique login credentials for access to and use of the Platform. An Authorized User’s login credentials may not be shared with any other individual and, except as set forth in these Terms and Conditions, such credentials may only be reassigned to a new individual replacing one who will no longer use the Platform, or any portion of the Platform. If, with respect to the number of Authorized Users accessing the Platform, Customer exceeds, or anticipates that it will exceed, the contractual usage limit specified in these Terms and Conditions, Customer may purchase additional quantities of Authorized User Licenses by executing an amendment to the Genesys Agreement or a new agreement with Genesys.

1.3 Usage Verification Process. Customer agrees that Shelf may securely access Customer usage statistics for the Platform in order to verify the number of Authorized Users using the Platform under these Terms and Conditions and for invoicing purposes.

1.4 Other Obligations. Customer will: (i) take all commercially reasonable precautions to prevent the unauthorized or improper use of the Platform or any portion of the Platform and the Documentation; (ii) use the Platform only in accordance with these Terms and Conditions; and (iii) be responsible for all Authorized Users’ compliance with these Terms and Conditions.

1.5 End User Terms of Service. Customer acknowledges that all Authorized Users of the Platform must agree to be bound by the terms and conditions of the Shelf End User Terms of Service (the “End User Terms of Service”), the current

version of which is attached hereto as Exhibit C, except as modified by these Terms and Conditions, with respect to the use of and access to the Platform. Customer hereby agrees that it will not facilitate, enable or cause any Authorized User to violate the End User Terms of Service and that Customer is obligated to provide prompt notice to Shelf in the event that Customer discovers any use of the Platform, the Documentation or related services by any Authorized User or third-party in violation of these Terms and Conditions or the End User Terms of Service. Shelf may amend, in its sole discretion, the End User Terms of Service at any time during the Term.

2. PAYMENT TERMS. The process for the invoicing of, and payment for, the License is set forth in the Genesys Agreement. Genesys will be responsible for payments of Licenses fees to Shelf.

3. UPDATES; ENHANCEMENTS. During the Term, Shelf will make available to Customer all maintenance updates and feature enhancements to the Platform and all new updated portions of the Content generally made available by Shelf to its customers. Customer will have a right to use such updates under these Terms and Conditions. Shelf is not obligated to release any such updates or enhancements and Customer's obligations under these Terms and Conditions are not contingent upon Shelf's release of any updates or enhancements.

4. CUSTOMER CONTENT; CUSTOMER DATA; THIRD-PARTY CONTENT AND SOFTWARE.

4.1. Customer Content For Authorized Users. Customer may provide its own content and materials (whether such content and materials is new, pre-existing and/or developed by or for Customer with or without the involvement of Shelf) ("Customer Content") for distribution via the Platform solely to Authorized Users subject to these Terms and Conditions. Customer hereby grants to Shelf for the Term, a non-exclusive license to use applicable Customer Content solely in connection with the performance of Shelf's obligations hereunder.

4.2 Customer Data. Shelf will have no responsibility for the accuracy, quality, integrity, legality, reliability, or appropriateness of any Customer Content or any other data or information, including any text, images or video, entered into or extracted from the Platform by Customer, its Authorized Users and/or by Shelf on Customer's behalf ("Customer Data"). Shelf and its licensors are not liable or responsible for any results generated using Customer Data. Shelf hereby acknowledges and agrees that all Customer Data is and will remain the sole and exclusive property of Customer. Customer hereby grants to Shelf for the Term, the right to copy, reproduce, publish, process, transmit, and transfer such Customer Data in any form or manner solely in connection with the performance of Shelf's obligations hereunder for the benefit of Customer. Customer acknowledges and agrees that Shelf may transmit and transfer such Customer Data to its subprocessors, the current list of which is attached hereto as Exhibit B.

4.3 Third-Party Software; Third-Party Content. If Customer uses with the Platform any (i) software programs, including any plug-ins, developed or provided by individuals or entities other than Shelf ("Third-Party Software"), or (ii) content, including any text, data, images, video or other such materials developed or provided by individuals or entities other than Shelf ("Third-Party Content"), or (iii) Customer Content, Customer: (a) hereby grants to Shelf permission to allow such Third-Party Software and its provider to access any applicable Customer Data as required for the interoperation of that Third-Party Software with the Platform; and (b) warrants and represents that Customer has the requisite rights to use such Third-Party Content.

4.4 Assumption of Risk. Customer acknowledges that use of (i) the Platform or any portion of the Platform, (ii) any Customer Content, (iii) any Customer Data generated, obtained, or acquired through the use of the Platform, or portion of the Platform, and/or (iv) any Third-Party Software and/or Third-Party Content is, in each case, at Customer's sole risk and discretion. Neither Shelf nor its licensors are liable or responsible for any results generated using the Platform or any portion of the Platform, Customer Content, Customer Data, Third-Party Content or Third-Party Software.

4.5 Representation and Warranty. Customer hereby represents and warrants that: (i) Customer has the authority and right to use all applicable Customer Content, Customer Data, Third-Party Data or Third-Party Content; and (ii) the use of any Customer Content, Customer Data, Third-Party Data or Third-Party Content will not infringe the intellectual property rights or other proprietary rights of any third party. Customer shall supply Customer Content, Customer Data, Third-Party Data or Third-Party Content that Customer has the requisite rights to provide.

5. CUSTOMER SUPPORT AND SERVICES.

5.1 Shelf Support. Subject to Customer's adherence to these Terms and Conditions, Shelf will provide Customer with its standard support services at no charge, during normal business hours and in accordance with Shelf's then current support policies (the "Shelf Support"). Shelf's current support policies—the Shelf Service Level Agreement (as may be amended by Shelf from time-to-time, the "SLA")—is attached hereto as Exhibit A. Customer will provide Shelf with all information, access, and full good faith cooperation reasonably necessary to facilitate the provision of the Shelf Support. In no event is Shelf obligated to provide Shelf Support to Customer after the expiration or termination of the Term. Shelf will not be responsible for providing any Shelf Support if Customer has any problems resulting from: (a) the combination, operation or use of the Platform, with equipment, software, content or data not supplied or expressly approved in writing by Shelf; (b) a modification of the Platform, or portion of the Platform, that is not done or expressly authorized in writing by Shelf; or (c) errors caused by the infrastructure, network, other software or hardware with which the Platform is used.

5.2 Platform Provision. Shelf will make the Platform available to Customer and its Authorized Users pursuant to these Terms and Conditions. Shelf will use commercially reasonable efforts to make the online portions of the Platform available 24 hours a day, 7 days a week pursuant to the SLA.

6. CONFIDENTIALITY; INTELLECTUAL PROPERTY; PROPRIETARY RIGHTS.

6.1 Confidential Information. Each party acknowledges that the other party (the "disclosing party") may communicate to such party (the "receiving party") certain confidential and proprietary information concerning its business or technology (the "Confidential Information"). In order to be treated as Confidential Information hereunder, information must be marked or labeled as "Confidential", "Proprietary" or under a similar legend or, if disclosed orally or visually, must be identified in writing as "Confidential" or "Proprietary" within thirty (30) days after such disclosure. Notwithstanding the foregoing the parties agree that, even if not so marked (i) the Platform, the Documentation, and work product, (ii) any information that is of a type and nature that a reasonable person would expect is confidential and/or proprietary, and (iii) all specifications and any quotes and pricing agreements between the parties, including those present in these Terms and Conditions, will constitute Confidential Information.

6.2 Restrictions. The receiving party: (i) will not disclose any Confidential Information of the disclosing party, or any modification or derivative thereof, to any person or entity other than the receiving party's employees or contractors who require access to such Confidential Information to fulfill the receiving party's rights and obligations under these Terms and Conditions and who are bound by written agreement to protect the confidentiality thereof; (ii) will use such Confidential Information solely for the purposes contemplated in these Terms and Conditions; and (iii) will otherwise protect such information from disclosure to others with the same degree of care accorded to its own proprietary information (but in no event less than a reasonable degree of care). These obligations will not apply to any information which: (a) was known by the receiving party prior to its date of disclosure to the receiving party; (b) is disclosed to the receiving party without an obligation of confidentiality by third parties rightfully in possession of the Confidential Information and having the right to disclose the Confidential Information; (c) becomes published or generally known to the public through no fault or omission of the receiving party; (d) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (e) is required to be disclosed by the receiving party to comply with law, provided that the receiving party provides to the other party prior written notice of such disclosure and a reasonable opportunity to contest such disclosure.

6.3 Intellectual Property Rights and Restrictions. The parties acknowledge and agree that: (i) all right, title, and interest in and to the Platform, all of its components and any copies thereof, including any Documentation and all worldwide Intellectual Property Rights embodied in, related to, or represented by the Platform or any portion of the Platform or any version of the Platform, is and will at all times remain, the sole and exclusive property of Shelf and/or its licensors; (ii) neither the Genesys Agreement nor these Terms and Conditions conveys any right or interest in the Platform, content or the Documentation, other than a limited subscription license to use them in accordance with these Terms and Conditions; (iii) the Platform and the Documentation are protected by the copyright laws of the United States; and (iv) Shelf asserts that the Platform and the Documentation embody valuable confidential and secret information of Shelf, the development of which required the expenditure of considerable time and money. "Intellectual Property Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including moral rights and similar rights.

Other than specifically authorized under these Terms and Conditions, or as otherwise agreed to in writing by Shelf, Customer may not: (i) use any of Shelf's trademarks; (ii) copy, alter, modify, adapt, translate, or create derivative works based upon the Platform or any portion thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (iii) decompile, reverse engineer, disassemble or otherwise reduce the Platform, any portion thereof or any other Shelf products to source code; (iv) rent, lease, sublease, re-license or otherwise make available the Platform, in whole or in part, to third-parties or use the Platform, in whole or in part, as part of a commercial service bureau, outsourcing, timesharing, or affiliate program environment; and/or (v) remove any copyright and other proprietary notices contained in the Platform or the Documentation.

6.4 Trademark License. Customer hereby grants to Shelf for the Term, a non-exclusive license to use Customer's trademarks, in a form acceptable to Customer, solely in connection with the performance of Shelf's obligations hereunder. Except as provided for herein, these Terms and Conditions do not grant Shelf any right, title, interest, or license in or to any of Customer's trademarks names, logos, trade dress, or designs.

7. DATA SECURITY.

7.1 Shelf shall maintain commercially reasonable administrative, physical, and technical safeguards for the protection of, security, confidentiality and integrity of any Customer Data or other information contained in and/or stored on the Platform. Those safeguards shall include: (i) measures for preventing the introduction of malicious code; and (ii) restricted access, use, modification or disclosure of Customer Data by Shelf personnel except: (a) to provide the Platform, Content or portion thereof and prevent or address service or technical problems; (b) to provide Shelf Support; (c) as compelled by law in accordance with [Section 6.2](#) above; or (d) as Customer expressly permits in writing. Customer will cooperate with any security measures that are provided by Shelf as a part of the Platform. Notwithstanding the foregoing, Shelf may restrict any use of the Platform or portion thereof which is beyond the scope of, or after the expiration or termination of these Terms and Conditions, in accordance with [Section 11](#).

7.2 *If the use of the Platform by Customer and/or its Authorized Users includes the processing of personal data (as described in the [EU Data Protection Directive 95/46/EC](#)) within the European Economic Area (EEA), the terms of the Shelf EU Data Protection Addendum ("[Shelf Data Protection Addendum](#)") will apply to such processing, and are hereby incorporated by reference. For the purposes of the Standard Contractual Clauses in the Shelf Data Protection Addendum, Customer is the data controller, and Customer's acceptance of these Terms and Conditions will be treated as Customer's signature on and acceptance of the Standard Contractual Clauses and Appendices thereto.*

8. LIMITED WARRANTY.

8.1 Limited Warranty. Shelf warrants solely to Customer that the Platform will, when properly used within the scope of these Terms and Conditions and the End User Terms of Service, perform substantially in accordance with the Documentation during the Term. Shelf does not warrant that the Platform or applicable portion thereof will meet Customer's requirements or operate without interruption or be completely error free. Shelf warrants to Customer that all Services provided by Shelf under these Terms and Conditions will be performed with reasonable skill, care and diligence. Shelf's entire liability and Customer's exclusive remedy under this warranty will be to re-perform such Services to the extent necessary to correct any deficiency, provided that Customer has reported to Shelf such deficiency within thirty (30) days after completion of such Services.

8.2 DISCLAIMER OF OTHER WARRANTIES. Certain access to the Platform may depend on network connectivity. Shelf has no control over connections to and from the internet or Customer's internal networks; therefore, Shelf makes no warranty that access to the Platform or any portion of the Platform furnished to Customer hereunder will be uninterrupted due to reliance on network connectivity. THE PLATFORM SUPPLIED UNDER THESE TERMS AND CONDITIONS IS PROVIDED "AS IS". EXCEPT AS EXPRESSLY STATED IN THESE TERMS AND CONDITIONS AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, RELATING TO THE PLATFORM FURNISHED TO CUSTOMER HEREUNDER. SHELF SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE PLATFORM, INCLUDING ANY CONTENT, IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR HIGH-RISK ACTIVITIES, WHERE THE USE OR FAILURE THEREOF COULD LEAD TO DEATH OR PERSONAL INJURY.

9. LIMITATION OF LIABILITY. EXCEPT FOR BREACHES OF SECTION 6 OF THESE TERMS AND CONDITIONS AND ITS INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 10 OF THESE TERMS AND CONDITIONS, NEITHER PARTY SHALL BE LIABLE UNDER THESE TERMS AND CONDITIONS FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF GOODWILL OR ANY SUCH DAMAGES, UNDER ANY THEORY OF LIABILITY, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. FURTHER, IN NO EVENT SHALL SHELF AND/OR ITS LICENSORS BE HELD LIABLE UNDER THESE TERMS AND CONDITIONS FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO SHELF HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. Customer acknowledges and agrees that the applicable License Fees have been set based on the application of the limitations described in this Section 9.

10. INDEMNIFICATION; INFRINGEMENT.

10.1 By Shelf. Shelf will indemnify, defend, and hold Customer harmless from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third-party claim that the Platform or portion thereof infringes or misappropriates any United States patent, copyright, trade secret or trademark of that third-party, provided that: (i) Customer promptly notifies Shelf in writing of any and all known threats, claims and proceedings related thereto; (ii) Shelf will have the sole control of the defense and/or monetary settlement thereof; (iii) Customer will furnish to Shelf, upon request, reasonable information available to Customer for such defense; and (iv) Customer provides Shelf with reasonable assistance in the defense at the sole cost of Shelf.

10.2 Exceptions. The obligations set forth in Section 10.1 do not apply if the third-party claim is caused by, or results from: (i) any third-party products, or product(s) not developed by Shelf, whether or not provided hereunder; (ii) Customer's combination or use of the Platform with software, services, or products developed or provided by a third-party or Customer not approved by Shelf; (iii) modification of the Platform or portion thereof by anyone other than Shelf if the third-party claim would have been avoided by use of the unmodified Platform or portion thereof; (iv) Customer's continued allegedly infringing activity after being notified thereof or after being provided modifications that would have avoided the alleged infringement; (v) Customer's use of the Platform in a manner not in accordance with these Terms and Conditions or the End User Terms of Service; or (vi) use of other than Shelf's most current release of the Platform if the third-party claim would have been avoided by use of the most current release.

10.3 By Customer. Shelf will have no liability to Customer, and Customer will, on terms comparable to those set forth in Section 10.1, defend and indemnify Shelf against claims based on: (i) Customer Content; (ii) Customer Data; (iii) Customer's use of any Third-Party Content or Third-Party Software with the Platform; (iv) any other third-party products, or product(s) not developed or provided by Shelf hereunder; (v) Customer's combination or use of the Platform or portion thereof with software, services, or products developed or provided by a third-party and/or Customer; (vi) modification of the Platform or portion thereof by anyone other than Shelf if the third-party claim would have been avoided by use of the unmodified Platform or portion thereof; (vii) Customer's continued allegedly infringing activity after being notified thereof or after being provided modifications that would have avoided the claim; (viii) Customer's use of the Platform or portion thereof in a manner not in accordance with these Terms and Conditions or the End User Terms of Service; (ix) use of other than Shelf's most current release of the Platform or portion thereof if the third-party claim would have been avoided by use of the most current release; (x) compliance by Shelf with Customer's designs or instructions; (xi) claims of infringement of patents, copyrights, or trade secrets of Customer or its affiliate; or (xii) the Genesys Agreement.

10.4 Infringement Remedy. If the Platform or any portion of the Platform becomes, or in Shelf's opinion is likely to become, the subject of a claim of infringement, Shelf will, at its sole option and discretion: (i) procure for Customer the right to continue using the Platform; (ii) replace the Platform or portion of the Platform with a non-infringing product substantially complying with the Documentation, if any; or (iii) modify the Platform or portion thereof so it becomes non-infringing and performs in a substantially similar manner to the original. THIS SECTION 11.4 STATES THE SOLE REMEDY OF CUSTOMER AND THE ENTIRE LIABILITY OF SHELF, ITS AFFILIATES AND REPRESENTATIVES FOR INFRINGEMENT OR POTENTIAL INFRINGEMENT BY THE PLATFORM OR ANY PORTION OF THE PLATFORM.

10.5 General. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The other party may join in the defense with its own counsel at its own expense.

Any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed.

11. TERM AND TERMINATION.

11.1 Term. The term of these Terms and Conditions shall commence on the Effective Date and continue until the termination or expiration of the Genesys Agreement, unless terminated earlier pursuant to this Section 11 (the "Term").

11.2 Termination. Either party may terminate these Terms and Conditions if the other party commits a material breach of these Terms and Conditions which is not cured within thirty (30) days after written notice thereof is given by the non-breaching party. Either party will also have the right to terminate these Terms and Conditions for cause upon notice to the other if the other party: (a) terminates or ceases operating its business in the normal course; (b) becomes subject to any bankruptcy or insolvency proceeding under Federal or State statute; (c) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority; or (d) has wound up liquidated, voluntarily or otherwise; and in the case of (b) and (c), above, if the condition has not been cured within thirty (30) days.

11.3 Effect of Termination. Upon the termination or expiration of these Terms and Conditions for any reason, or upon a request by either party hereto, all Confidential Information of a party in the possession of the other party will be promptly returned (or, at the applicable party's written instruction, destroyed). Upon termination or expiration of these Terms and Conditions, Customer agrees to return, destroy, or disable the Platform and/or content (at Shelf's direction) so that it is no longer usable, to make no further use of the Platform or Content and to cause all of Customer's Authorized Users to immediately cease use of the Platform. Sections 1.4 (Other Obligations), 1.5 (End User Terms of Service), 4 (Customer Content; Customer Data; Third-Party Content and Software), 6.1 (Confidential Information), 6.3 (Intellectual Property Rights and Restrictions), 7.2, 8 (Limited Warranty), 9 (Limitation of Liability), 10.3 (Indemnification By Customer), 11.3 (Effect of Termination), 12 (English Language) and 13 (Miscellaneous) will survive termination and/or expiration of these Terms and Conditions. Section 6.2 (Restrictions) will survive termination or expiration of these Terms and Conditions for a period of two (2) years.

11.4 Data Portability, Retention and Deletion. Upon request made within thirty (30) days after the effective date of any termination or expiration of these Terms and Conditions, Shelf will make Customer Data available to Customer for export or download in a format supported by Shelf. After such thirty (30) day period, Shelf will have no obligation to maintain or provide any Customer Data, and, except as required by applicable law and/or regulation, will thereafter delete or destroy all copies of Customer Data in Shelf's systems or otherwise in its possession or control.

12. English Language. If Customer purchases from Genesys a License to the Platform, Licensed Products, Title(s) and/or Services for use outside of the United States, Customer agrees to the following: The Parties confirm that it is their wish that these Terms and Conditions, as well as other documents relating hereto, including notices, have been and will be written in the English language only.

13. MISCELLANEOUS.

13.1 Non-Solicitation. During the Term and for a period of twelve (12) months thereafter, Customer hereby agrees not to recruit, solicit, or hire for employment or as an independent contractor any employee(s) of Shelf, or induce or attempt to induce any such employee(s) to terminate his or her employment with Shelf.

13.2 Restricted Rights for U.S. Government Customers. If Customer is an individual, agency, department, or other entity of the United States Government, or funded in whole or in part by the United States Government, or if the Platform or any portion of the Platform is used by or on behalf of a unit or agency of the United States Government, the Customer agrees that the Platform comprises, in part, "commercial computer software" or "commercial computer software documentation" and that, absent a written agreement to the contrary, the government's rights with respect to these, including the use, duplication, reproduction, release, modification, disclosure, or transfer of the Platform or portion thereof is limited by the terms of these Terms and Conditions, pursuant to FAR § 12.212 and/or DFARS § 227.7202 or other agency data rights provisions, as may be applicable. For purposes of any public disclosure provision under any federal, state or local law, it is agreed that the Platform and any related Documentation are trade secrets and a proprietary commercial product and not subject to disclosure.

13.3 Compliance with Laws. Customer will itself, and will ensure that all Authorized Users of the Platform or portion thereof, comply with all applicable laws and regulations which may govern access to and use of the Platform, including without limitation any compliance or any United States and foreign laws and regulations relating to export and import control and access, use, disclosure, storage or transmission of any personal or other data in connection with use of the Platform or portion thereof. Customer agrees that it will not export or re-export the Platform or any portion thereof to any country, person, or entity subject to U.S. export, which can be found at http://www.pmdrtc.state.gov/embargoed_countries/index.html or at such website that may be provided by the United States Department of State from time to time. Customer specifically agrees not to export or re-export the Platform or any portion thereof: (i) to any country that the U.S. has embargoed or restricted the export of goods or services; or (ii) to any national of any such country who intends to transmit or transport the Platform or any portion thereof back to such country.

13.4 Injunctive Relief. Customer acknowledges that in the event of a breach or threatened breach by Customer of any provision of these Terms and Conditions pertaining to the scope of the License grant hereunder, Intellectual Property and/or Confidentiality, Shelf may suffer irreparable harm and will, therefore, be entitled to injunctive relief to enforce those provisions.

13.5 Disputes. For any dispute arising under or in connection with these Terms and Conditions or related to any matter which is the subject hereof, the parties agree to first hold a meeting, attended by individuals with decision-making authority, regarding the dispute, to attempt to negotiate in good faith a resolution prior to pursuing other remedies. If within thirty (30) days' after such meeting, the Parties have not succeeded in resolving the dispute, either party may protect its interests by any lawful means available to it.

13.6 Forum Selection; Governing Law. Any dispute arising under or in connection with these Terms and Conditions or related to any matter which is the subject hereof will be subject to the exclusive jurisdiction of the State and/or Federal courts located in and the substantive laws of the State of Connecticut (U.S.A), without regard to its conflict of laws principles. The parties expressly exclude the provisions of the United Nations Convention on Contracts for the International Sale of Goods. To the extent that any provision of these Terms and Conditions is found by a court of competent jurisdiction to be void or unenforceable, such provision will be without effect and the remainder of these Terms and Conditions will be enforced to the full extent of the law. No action arising out of or related to these Terms and Conditions may be brought by Customer more than (1) one year after the cause of action was or reasonably should have been discovered.

13.7 Relationship of the Parties. Shelf and Customer are independent contractors with respect to one another and nothing in these Terms and Conditions will be construed as making them partners or as creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither party will make any contracts, warranties, or representations or assume or create any other obligations, express or implied, in the other party's name or on its behalf.

13.8 Publicity. Customer hereby agrees that Shelf may (a) indicate on its website and marketing collateral that Customer is a customer of Shelf and (b) use Customer's logo and marks on Shelf's website and marketing collateral. Notwithstanding the foregoing, each party acknowledges that no such reference will divulge the terms or conditions of the relationship between the parties or any other Confidential Information of the other party.

13.9 Notices. All notices under these Terms and Conditions will be sent to the parties at their respective address on file with the other party. All notices, requests and other communications so addressed will be considered duly given upon delivery: (i) if made in writing and sent prepaid by certified U.S. Mail, by nationally-recognized overnight service (which provides proof of delivery); or (ii) if made by electronic mail or via facsimile to the Parties, upon receipt by the sender of such notice of an acknowledgement of receipt. Such acknowledgement shall include automated email client delivery and/or read receipts, electronic mail replies indicating receipt and facsimile transmission reports. Either party may change its notice address by giving notice to the other party.

13.10 Force Majeure. In no event, will either party be liable for any delay or failure to perform under these Terms and Conditions which is due to causes beyond the reasonable control of such party, provided that such party gives prompt notice of such occurrence to the other party and uses reasonable efforts to avoid any such occurrence.

13.11 Assignment. These Terms and Conditions are binding upon and inures to the benefit of the parties and their respective successors and assigns. Customer may not assign or otherwise transfer these Terms and Conditions or any of its rights or obligations hereunder without the prior written consent of Shelf. All other transfers by Customer will be null and void. Shelf may assign these Terms and Conditions.

13.12 Amendments; Waivers. Shelf may amend these Terms and Conditions at any time, with or without notice to Customer. Any waiver by a party of any breach of any provision of these Terms and Conditions by the other party must be in writing to be effective and will not constitute a waiver of any subsequent breach of the same or any other provision.

13.13 Complete Agreement. The parties agree that these Terms and Conditions (together with the End User Terms of Service, the SLA, and any other exhibits and schedules attached hereto and thereto) represents the complete and exclusive statement regarding the agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, and communications, oral or written, between the parties regarding the subject matter of these Terms and Conditions. Customer acknowledges and agrees that Shelf is not a party to the Genesys Agreement and, accordingly, has no obligations and shall incur no liabilities in connection therewith. Except as otherwise provided herein, additional or conflicting terms contained in any standardized form (including any Purchase Order) or correspondence of or from Customer are expressly unenforceable under these Terms and Conditions.

EXHIBIT A

SHELF SERVICE LEVEL AGREEMENT

All capitalized terms used herein have the meanings stated in the Terms and Conditions unless stated otherwise.

1. Service Availability Commitment. The Platform will have an Operational Percentage of at least 99.9% in each calendar month during the Term. The following terms apply:

1.1 “Excluded Time” for an applicable calendar month means the total amount of time the Platform was not available to Customer for an identifiable number of minutes due to any one or more of the following events or circumstances: (i) any unavailability that Customer fails to report to Shelf within forty-eight (48) hours of such unavailability, (ii) maintenance as described in Section 4 below; (iii) equipment failure; (iv) Customer’s applications or equipment; (v) Third-Party Content and/or Third-party Software; (vi) acts or omissions of Customer; (vii) any use or user of the Platform authorized by Customer; or (viii) reasons of Force Majeure.

1.2 “Operational Percentage” for an applicable calendar month means the percentage equal to (a) the Total Up-Time divided by, (b) the Total Time.

1.3 “Outage” means that the Platform was not available to Customer for an identifiable number of minutes; provided, that an Outage shall not include any Excluded Time. If a dispute arises about whether or not an Outage occurred, Shelf will make a determination in good faith based on its system logs, monitoring reports and configuration records, which Shelf will make available for auditing by Customer at Customer’s request.

1.4 “Outage Percentage” for an applicable calendar month means an amount equal to (a) the total duration of Outages during such applicable calendar month, divided by (b) the Total Time.

1.5 “Total Up-Time” for an applicable calendar month means the amount of time equal to (a) the Total Time, minus (b) the amount of time during such calendar month that the Platform is subject to an Outage.

1.6 “Total Time” for an applicable calendar month means an amount equal to (a) the total amount of time during such applicable calendar month, minus (b) the total amount of time during such applicable calendar month attributable to Excluded Time.

2. Outage Reporting Process. Customer must inform Shelf’s Customer Support Department in writing or at support@shelf.io within forty-eight (48) hours of the time it first notices an Outage or first believes that there has been an Outage. Failure to comply with this requirement will forfeit Customer’s right to receive a remedy for the Outage as described in Section 3 of this SLA.

3. Remedy. If the Operational Percentage is less than 99.9%, and if Shelf has fulfilled all of its obligations under the Terms and Conditions and none of the exceptions in this SLA applies, Customer will have the following sole and exclusive remedy: for each cumulative thirty (30) minutes of Outage or fraction thereof in any calendar month, Customer’s account with Genesys will be credited for the pro-rated charges for one (1) day of the subscription fee paid to Genesys by Customer, up to but not exceeding the equivalent to the subscription fees associated with the month in which the Outage occurred. The pro-rata credit will be calculated by multiplying the Outage Percentage with Customer’s total monthly subscription fee paid to Genesys by Customer in the month during which the Outage occurred.

4. Maintenance. To ensure optimal performance of the Platform, Shelf reserves the right to perform unscheduled emergency maintenance at any time. Additionally, Shelf reserves the right to perform scheduled maintenance that is designed not to impact the Platform at any time. Shelf will make all reasonable attempts to schedule maintenance events that are expected to have an impact on the Platform between 12:00 a.m. Eastern Time on Saturdays and 12:00 p.m. Eastern Time on Sundays or as Customer is notified at least 24 hours in advance of such maintenance.

5. Support. Shelf’s normal business hours are 2AM EST to 8PM EST, Monday through Friday. Technical support is available from 2AM EST to 7PM EST Monday through Friday. Support requests are to be raised through Shelf’s in-application support chat, via email to support@shelf.io, or via dedicated Slack channel if one has been mutually agreed

upon and established. Support requests will be rank ordered in terms of priority based on issue severity. Shelf adheres to the following Severity Level definitions:

“Severity Level 1” is an emergency condition which makes the use or continued use of any one or more functions of the Shelf Platform impossible or significantly impaired.

“Severity Level 2” is, other than any Severity Level 1 Problem, any condition which makes the use or continued use of any one or more functions of the Shelf Platform difficult and which Customer cannot reasonably circumvent or avoid on a temporary basis without the expenditure of significant time or effort.

“Severity Level 3” is, other than any Severity Level 1 Problem or Severity Level 2 Problem, any limited problem condition which is not critical and which Customer can reasonably circumvent or avoid on a temporary basis without the expenditure of significant time or effort.

“Severity Level 4” is, other than any Severity Level 1 Problem, Severity Level 2 Problem or Severity Level 3 Problem, a minor problem condition or Documentation error which Customer can easily circumvent or avoid.

6. **Response Times.** Shelf target response times are as follows:

Severity Level	Response Time	Workaround Time	Resolution Time
Severity Level 1	Within 30 minutes	1 hour	4 hours
Severity Level 2	Within 4 hours	4 hours	1 day
Severity Level 3	Within 1 day	1 day	21 days
Severity Level 4	Within 3 days	N/A	N/A

Shelf adheres to the following definitions of Response Time, Workaround Time, and Resolution Time:

“Response Time” is the time it takes for Shelf to acknowledge Customer issue.

“Workaround Time” is the time it takes for Shelf to provide a temporary solution prior to a proper resolution of a Customer issue.

“Resolution Time” is the time it takes to fully resolve a Customer issue.

EXHIBIT B

SUBPROCESSORS ENGAGED BY SHELF

Name	Location	Purpose of Service
Amazon Web Services	410 Terry Avenue N, Seattle, WA 98109	IaaS Cloud Platform that is used by Shelf for hosting and maintaining Shelf infrastructure and other AWS services, such as DynamoDB, etc.
Auth0	10900 NE 8 th Street, Bellevue, WA 98004	Identity management services that Shelf uses to authenticate and authorize users to the Shelf application.
MongoDB	1633 Broadway, 38 th Floor, New York, NY 10019	The Database-as-a-Service solution is used by Shelf to store metadata of user's documents, events, and other client-related information.
Elastic Cloud	800 West Camino Real, Suite 350, Mountain View, CA 94040	Shelf uses the vendor services to host Elasticsearch clusters, which therefore provide users with advanced search capabilities within the Shelf application
Intercom	55 Second Street, Suite 400, San Francisco, CA 94105	Customer Support platform that is used by Shelf Marketing and Sales teams to maintain communication with clients.
Stripe	185 Berry Street #550, San Francisco, CA 94107	Shelf uses the vendor services to be compliant with the PCI DSS standard to process payments securely.
Google Analytics	1600 Amphitheatre Parkway, Mountain View, CA 94043	Web Analytics services that Shelf uses to track web traffic on Shelf's website for a better user experience.
DataDog	620 8th Avenue, 45th Floor, New York, NY 10018	Monitoring and centralized logging solution, which Shelf uses to determine performance metrics as well as event monitoring for infrastructure and cloud services.

EXHIBIT C

SHELF END USER TERMS OF SERVICE

Last Modified: October 27, 2022

Thank you for using Shelf! Shelf helps you organize, find, and share the valuable content that you use to run your organization on a daily basis.

These Shelf End User Terms of Service (these “Terms”) are incorporated by reference into the Terms and Conditions between Customer (together with the Customer’s Authorized Users (as defined below), “you” or “your”) and Shelf (“Shelf”, “us”, “we”, or “our”). Please read these Terms before using the website, services and software applications (the “Service”) operated by Shelf.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. By using our Service, you are agreeing to be bound by these Terms and acknowledge that you have reviewed and agree to Shelf’s [Privacy Policy](#). If you are entering into these Terms on behalf of a company or business, you (a) represent that you have the authority to bind such entity and its affiliates to these Terms and (b) shall ensure that each of your Authorized Users (as defined in the Terms and Conditions) understand and comply with these Terms.

If you do not agree to be bound by these Terms and our Privacy Policy, then you are not allowed use the Service. In addition, you may not use the Service if you are a direct competitor of Shelf. Should you have any questions surrounding these Terms, please contact info@shelf.io.

Registration

Excluding accessing the public areas of Shelf’s website, when using our Service, you will be required to register with your email address. If authenticating to the Service using a third party account, you must adhere to the authentication and rights of use provided by such third party service. You represent and warrant that you have the right and authority to access the Service via your email address.

You hereby verify that you are authorized to use such email address and that your use of the Service shall be in compliance with your terms and policies, if any, as well as any third party service authentication and rights of use policies. If you are unsure, check with your email provider to understand their access rights and data handling practices. Shelf does not control, and cannot assume responsibility for, the practices or restrictions imposed by you and/or email provider surrounding your use of the Service.

Content Within Shelf

Our Service allows you to share information, documents, text, communications, web links, videos, e-mail messages and other data (“Content”) with others. When using our Service, you control what Content you share.

You agree and warrant that you will only upload, sync, copy, share or otherwise use (“Use”) Content on or through the Sites that you have the right and authority to Use. You are responsible for securing any necessary rights from others in order to Use any Content belonging to them. To the extent that you own any of the Content, you recognize and agree that, once you share it with others, it may be re-distributed and, in the course of the distribution stream, others may modify, copy and use your Content. You agree that Shelf has no responsibility or liability in connection with the use or misuse of your Content by others as a result of your use of the Service. Shelf has the right to process, share, host, backup and otherwise use the Content to the extent necessary to provide you with the Service.

We are not responsible or liable for the Content you post or share via the Service.

Your Responsibilities

You are responsible for: (a) ensuring that you and each of your Authorized Users is age 13 or older; (b) ensuring that your unique access details, consisting of your email address and password (your "ID") remain confidential, will only be used by you, and that you assume responsibility for all activities that occur under your ID; (c) notifying us immediately of any unauthorized use or loss of any of your account information or any other breach of security with respect to your use of the Service; (d) ensuring the quality and accuracy of the Content; (e) ensuring that the Content, and your conduct in connection with your use of the Service, complies with these Terms and all applicable laws and regulations; (f) ensuring that you do not upload, copy, download, use or share Content unless you have the right to do so; (g) promptly handling and resolving any notices and claims relating to the Content, including any notices sent to you by any person claiming that any Content violates any person's rights; and (h) maintaining copies of your Content. Shelf does not accept responsibility for the loss of your Content.

Subject to the terms of the Terms and Conditions, your rights of use in the Service are subject to cancellation or suspension by Shelf at any time and for any reason, including if there is reason to believe that you have breached these Terms.

Acceptable Use Policy

In connection with your use of our Service, you are prohibited from (1) attempts to hack, destabilize or adapt the Service or its source code; (2) accessing, tampering with, reverse engineering, decompiling or using non-public areas or parts of the Service (including all such source and object code), or shared areas of the Service you have not been granted expressed rights of use, or attempting to use or gain unauthorized access to our or to any third-party's networks or equipment; (3) permitting other individuals or entities to copy all or any portion of the Service; (4) providing your ID or other means of access to the Service to other individuals; (5) interfering or attempting to interfere with any service which we provide to any user, host or network; (6) engaging in fraudulent, offensive or illegal activity of any nature; (7) uploading, copying, sharing or utilizing any content, or engaging in any activity, that is pornographic, obscene, harassing, abusive, slanderous or defamatory or that encourages, promotes or expresses racism, hatred, bigotry or violence; (8) uploading, copying, sharing or utilizing any Content, or engaging in any activity, that infringes the intellectual property rights or privacy rights of any individual or third-party; (9) transmitting unsolicited bulk or commercial messages; (10) attempts to use any high volume automated means (including robots, spiders and scripts) to access the Service; (11) the abuse, harassment, threatening, harming or impersonation of other users, Shelf employees, or any of its partners, at any time or for any reason; (12) intentionally distributing worms, Trojan horses, viruses, corrupted files or any similar items; (13) using the Service for competitive or benchmarking purposes; (14) restricting, inhibiting, interfering with or otherwise disrupting or causing a performance degradation to any Shelf technologies and/or facilities used to deliver the Service; or (15) modifying or creating derivative works of the Service.

Shelf has discretion to determine whether your use of the Service is a violation of this Acceptable Use Policy and, if so, we may suspend or terminate your ability to use the Service.

Shelf Responsibilities

Shelf is responsible for providing the Service in accordance with these Terms.

Feedback

In the event that you submit any ideas, comments, suggestions, proposed modifications or enhancements, or other feedback relating to the Service (collectively, "Feedback"), we shall automatically own such Feedback without compensation to you and you hereby assign all rights in such Feedback to Shelf. For clarity, Shelf may use your Feedback for any purpose, and shall own any and all work product or developments created based thereon or related thereto.

Third Party Links and Components

Our Service may facilitate links to sites operated by third parties ("Linked Third Party Site") or may otherwise provide access to content, products and services of third parties ("Third Party Products"). However, we have no responsibility for,

or control over, these Linked Third Party Sites or the Third Party Products, and therefore you agree to access these sites and products at your own risk.

Changes to Terms

These Terms may be revised from time to time in Shelf's sole discretion. When such changes are effected, you will promptly receive written notification that the Terms have been updated, along with a copy of such updated Terms, for approval before the updated Terms go into effect. The changes will become effective and will be deemed accepted by you, (a) immediately for those who register for the Service after the updated version is published on Shelf's website, or (b) for those having pre-existing accounts, the updated Terms will be deemed effective with your continued use of the Service. You have rights to dispute an updated term which materially alters your rights or obligations (with exception to changes required by law) within five (5) business days from the date of the new Terms being published, upon written notification to: info@shelf.io. Should you dispute any aspect of these Terms, your access to the Service may be temporarily halted until such dispute is resolved between you and Shelf. If we are unable to resolve the dispute within thirty (30) days of your written notification of dispute, the Service will be terminated.

Copyright Complaints

Shelf respects the intellectual property of others. Shelf responds to notices of alleged copyright infringement if they comply with the Digital Millennium Copyright Act ("DMCA"). Shelf reserves the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, please contact us at: Gemshelf Inc. Attn: Copyright Agent, 6 Landmark Square, 4th Floor, Stamford, CT 06901 or at info@shelf.io.

Notifications

We may provide notifications to you from time to time. We may transmit these notifications via email, notice on our website, written notice, or as otherwise determined by Shelf at our sole discretion. These notifications may be for marketing purposes, business purposes, or required by law. You can opt out of certain types of notifications through emailing support@shelf.io.