

Echo IQ Cloud Products

Terms of Service

Effective starting: 5th December 2022

Thanks for using our Cloud Products! These Echo IQ Cloud Products Terms of Service (these “Terms”) describe your rights and responsibilities as a customer of our Cloud Products.

As applicable to the specific Cloud Product, if you are being invited or added to a Cloud Product set up by an Echo IQ customer, the [User Notice](#) governs your access and use of the Cloud Product (and not these Terms).

These Terms are between you and the Echo IQ entity that owns or operates the Cloud Product that you are using or accessing listed here (“Echo IQ”, “we” or “us”). “You” means the entity you represent in accepting these Terms or, if that does not apply, you individually.

If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to these Terms; (ii) you have read and understand these Terms; and (iii) you agree to these Terms on behalf of the party that you represent. If you don’t have the legal authority to bind your employer or the applicable entity please do not access the product.

PLEASE NOTE THAT IF YOU SIGN UP FOR A CLOUD PRODUCT USING AN EMAIL ADDRESS FROM YOUR EMPLOYER OR ANOTHER ENTITY, THEN (A) YOU WILL BE DEEMED TO REPRESENT SUCH PARTY, (B) YOUR CLICK TO ACCEPT WILL BIND YOUR EMPLOYER OR THAT ENTITY TO THESE TERMS, AND (C) THE WORD “YOU” IN THESE TERMS WILL REFER TO YOUR EMPLOYER OR THAT ENTITY.

These Terms are effective as of the date of your Services Agreement, the date you first click “I agree” (or similar button or checkbox) or use or access a Cloud Product, whichever is earlier (the “Effective Date”). These Terms do not have to be signed in order to be binding. You indicate your assent to these Terms by clicking “I agree” (or similar button or checkbox) at the time you register for a Cloud Product, create a Cloud Product account, or enter into a Services Agreement. For No-Charge Products, you also indicate your assent to these Terms by accessing or using the applicable No-Charge Product.

1. WHAT THESE TERMS COVER.

1. Cloud Products. These Terms govern our Cloud Products, related Support, and Additional Services. These Terms include Our Policies (including our Privacy Policy).
2. Services Agreement. Where a *Master Cloud Services Agreement* (“*Services Agreement*”) has been entered into between You and Echo IQ, the full terms applying to you are covered by the Services Agreement, and these Terms. Where a conflict exists between the Services Agreement and these Terms, the Services Agreement supersedes these terms.
3. Software Products Not Covered. These Terms do not apply to our downloadable software products (currently designated as “Agent” and “On-site” deployments), use of which requires a separate license agreement with us. For clarity, however, any client software (e.g., a desktop or mobile application) we provide as part of the Cloud Products themselves remains subject to these Terms.

2. HOW CLOUD PRODUCTS ARE ADMINISTERED.

1. Administrators. Through the Cloud Products, you may be able to specify certain End Users as Administrators, who will have important rights and controls over your use of Cloud Products and End User Accounts. This may include making Orders for Cloud Products or enabling Features (which may incur fees); creating, de-provisioning, monitoring or modifying End User Accounts, and setting End User usage permissions; and managing access to Your Data by End Users or others. Administrators may also take over management of accounts previously registered using an email address belonging to your domain (which become “managed accounts”, as described in our Documentation). Without limiting Section 2.4 (Responsibility for End Users), which fully applies to Administrators, you are responsible for whom you allow to become Administrators and any actions they take, including as described above. You agree that our responsibilities do not extend to the internal management or administration of the Cloud Products for you.
2. End User Consent. You will provide all required disclosures to and will obtain and maintain all required consents from End Users to allow: (i) Administrators to have the access described in these Terms and the Privacy Policy; and (ii) Echo IQ’s provision of the Cloud Products to Administrators and End Users. You will provide evidence of such consents upon our reasonable request.
3. Responsibility for End Users. Our Cloud Products have various user onboarding flows. Some Cloud Products require users to be designated by Administrators; some allow users to sign up for individual accounts which can become associated with teams or organizations at a later time; and some may allow users to invite other users. You are responsible for understanding the settings and controls for each Cloud Product you use and for controlling whom you allow to become an End User. If payment is required for End Users to use or access a Cloud Product, then we are only required to provide the Cloud Products to those End Users for whom you have paid the applicable fees, and only such End Users are permitted to access and use the Cloud Products. Some Cloud Products may allow you to designate different types of End Users in which case pricing and functionality may vary according to the type of End User. You are responsible for compliance with these Terms by all End Users, including for any payment obligations. Please note that you are responsible for the activities of all your End Users, including how End Users use Your Data, even if those End Users are not from your organization or domain. We may display our User Notice to End Users at sign up, account creation, Cloud Product registration, or in-product. If you use single sign-on (SSO) for identity management of your Cloud Product(s) such that End Users will bypass these screens and our User Notice, you are responsible for displaying our User Notice to End Users and for any damages resulting from your failure to do so.
4. Credentials. You must require that all End Users keep their user IDs and passwords for the Cloud Products strictly confidential and do not share such information with any unauthorized person. User IDs

are granted to individual, named persons and may not be shared. You are responsible for any and all actions taken using End User Accounts and passwords, and you agree to immediately notify us of any unauthorized use of which you become aware.

5. Age Requirement for End Users. The Cloud Products are not intended for, and should not be used by, anyone under the age of 18. You are responsible for ensuring that all End Users are at least 18 years old.
6. Domain Name Ownership. Where you are required to specify a domain for the operation of a Cloud Product or certain Cloud Product features, we may verify that you own or control that domain. If you do not own or control the domain you specify, then we will have no obligation to provide you with the Cloud Product or Cloud Product features.

3. OUR SECURITY AND DATA PRIVACY POLICIES.

1. Security and Certifications. We implement and maintain physical, technical and administrative security measures designed to protect Your Data from unauthorized access, destruction, use, modification, or disclosure. We also maintain a compliance program that includes independent third-party audits and certifications. Our [Security Page](#), as updated from time to time, provides further details on our security measures and certifications.
2. Privacy. We collect certain data and information about you and your End Users in connection with your and your End Users' use of the Cloud Products and otherwise in connection with these Terms. We collect and use all such data and information in accordance with our [Privacy Policy](#), which you acknowledge.
3. Improving Cloud Products. We are always striving to improve the Cloud Products. In order to do so, we use analytics techniques to better understand how our Cloud Products are being used. For more information on these techniques and the type of data collected, please read our [Privacy Policy](#).
4. Subpoenas. Nothing in these Terms prevents us from disclosing Your Data to the extent required by law, subpoenas or court orders, but we will use commercially reasonable efforts to notify you where permitted to do so. Echo IQ strives to balance your privacy rights with other legal requirements.
5. GDPR Data Processing Addendum. If you are in the EEAU, Switzerland, or are otherwise subject to the territorial scope of Regulation (EU) 2016/679 (General Data Protection Regulation) or any successor legislation, you can request and complete the Echo IQ Data Processing Addendum by emailing security@echoiq.ai.
6. HIPAA. Echo IQ maintains a HIPAA compliance program to ensure the security and privacy of Protected Health Information (PHI). If you are in the United States or are otherwise subject to the territorial scope of the HIPAA Privacy and/or Security rule you can request a Business Associate Agreement with Echo IQ to provide contractual binding over how we handle your provided PHI by emailing security@echoiq.ai.

4. TERMS THAT APPLY TO YOUR DATA.

1. Using Your Data to provide Cloud Products to You. You retain all right, title and interest in and to Your Data in the form submitted to the Cloud Products. Subject to these Terms, and solely to the extent necessary to provide the Cloud Products to you, you grant us a worldwide, limited term license to access, use, process, copy, distribute, perform, export, and display Your Data. Solely to the extent that reformatting Your Data for display in a Cloud Product constitutes a modification or derivative work, the foregoing license also includes the right to make modifications and derivative works. We may also access your accounts, End User Accounts, and your Cloud Products with End User permission in order to respond to your support requests.
2. Your Data Compliance Obligations. You and your use of Cloud Products (including use by your End Users) must comply at all times with these Terms, the [Acceptable Use Policy](#) and all Laws. You represent and

warrant that: (i) you have obtained all necessary rights, releases and permissions to submit all Your Data to the Cloud Products and to grant the rights granted to us in these Terms and (ii) Your Data and its submission and use as you authorize in these Terms will not violate (1) any Laws, (2) any third-party intellectual property, privacy, publicity or other rights, or (3) any of your or third-party policies or terms governing Your Data. Other than our express obligations under Section 3 (Our security and data privacy policies), we assume no responsibility or liability for Your Data, and you are solely responsible for Your Data and the consequences of submitting and using it with the Cloud Products.

3. **No Prohibited Sensitive Personal Information.** You will not submit to the Cloud Products (or use the Cloud Products to collect) any Sensitive Personal Information unless its processing is expressly supported as a feature of the applicable Cloud Product in the applicable Documentation. Notwithstanding any other provision to the contrary, we have no liability under these Terms for Sensitive Personal Information submitted in violation of the foregoing.
4. **Your Indemnity.** You will defend, indemnify and hold harmless us (and our Affiliates, officers, directors, agents and employees) from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) resulting from any claim arising from or related to (i) your breach of Section 2.2 (End User Consent) or any claims or disputes brought by your End Users arising out of their use of Cloud Products, (ii) your breach (or alleged breach) of Sections 4.2 (Your Data Compliance Obligations) or 4.3 (No Prohibited Sensitive Personal Information); or (iii) Your Materials. This indemnification obligation is subject to you receiving (a) prompt written notice of such claim (but in any event notice in sufficient time for you to respond without prejudice); (b) the exclusive right to control and direct the investigation, defense or settlement of such claim and (c) all reasonable necessary cooperation by us at your expense.
5. **Removals and Suspension.** We have no obligation to monitor any content uploaded to the Cloud Products. Nonetheless, if we deem such action necessary based on your violation of these Terms, including Our Policies, or in response to takedown requests that we receive following our guidelines for Reporting Copyright and Trademark Violations, we may (1) remove Your Data from the Cloud Products or (2) suspend your access to the Cloud Products. We will use reasonable efforts to provide you with advance notice of removals and suspensions when practicable, but if we determine that your actions endanger the operation of the Cloud Product or other users, we may suspend your access or remove Your Data immediately without notice. We have no liability to you for removing or deleting Your Data from or suspending your access to any Cloud Products as described in this Section 4.5.

5. USING THIRD-PARTY PRODUCTS WITH THE CLOUD PRODUCTS.

1. **Third-Party Products.** You (including your End Users) may choose to use or procure other third party products or services in connection with the Cloud Products, including Third Party Apps or implementation, customization, training or other services. Your receipt or use of any third party products or services (and the third parties' use of any of Your Data) is subject to a separate agreement between you and the third party provider. If you enable or use third party products or services with the Cloud Products we will allow the third party providers to access or use Your Data as required for the interoperation of their products and services with the Cloud Products. This may include transmitting, transferring, modifying or deleting Your Data, or storing Your Data on systems belonging to the third party providers or other third parties. Any third party provider's use of Your Data is subject to the applicable agreement between you and such third party provider. We are not responsible for any access to or use of Your Data by third party providers or their products or services, or for the security or privacy practices of any third party provider or its products or services. You are solely responsible for your decision to permit any third party provider or third party product or service to use Your Data. It is your responsibility to

carefully review the agreement between you and the third party provider, as provided by the applicable third party provider. WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR ANY THIRD PARTY PRODUCTS OR SERVICES (WHETHER SUPPORT, AVAILABILITY, SECURITY OR OTHERWISE) OR FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTY PROVIDERS OR VENDORS.

6. USING ECHO IQ DEVELOPER ASSETS.

1. Access to any of our APIs, SDKs or other Echo IQ developer assets is subject to the Echo IQ terms of service, and any additional Developer Terms set out by Echo IQ.

7. NO CONTINGENCIES ON OTHER PRODUCTS OF FUTURE FUNCTIONALITY.

1. You acknowledge that the Cloud Products and Additional Services referenced in an Services Agreement are being purchased separately from any of our other products or services. Payment obligations for any products or services are not contingent on the purchase or use of any of our other products (and for clarity, any purchases of Cloud Products and Additional Services are separate and not contingent on each other, even if listed on the same Services Agreement). You agree that your purchases are not contingent on the delivery of any future functionality or features (including future availability of any Cloud Products beyond the current Subscription Term), or dependent on any oral or written public comments we make regarding future functionality or features.

8. EVALUATIONS, TRIALS, AND BETAS.

1. We may offer certain Cloud Products (including some Echo IQ Apps) to you at no charge, including free accounts, trial use and Beta Versions as defined below (collectively, “No-Charge Products”). Your use of No-Charge Products is subject to any additional terms that we specify and is only permitted during the Subscription Term we designate (or, if not designated, until terminated in accordance with these Terms). Except as otherwise set forth in this Section 8 (Evaluations, trials, and betas), the terms and conditions of these Terms governing Cloud Products, fully apply to No-Charge Products. We may modify or terminate your right to use No-Charge Products at any time and for any reason in our sole discretion, without liability to you. You understand that any pre-release and beta Cloud Products, and any pre-release and beta features within generally available Cloud Products, that we make available (collectively, “Beta Versions”) are still under development, may be inoperable or incomplete and are likely to contain more errors and bugs than generally available Cloud Products. We make no promises that any Beta Versions will ever be made generally available. In some circumstances, we may charge a fee in order to allow you to access Beta Versions, but the Beta Versions will still remain subject to this Section 8. All information regarding the characteristics, features or performance of any No-Charge Products (including Beta Versions) constitutes our Confidential Information. To the maximum extent permitted by applicable law, we disclaim all obligations or liabilities with respect to No-Charge Products, including any Support, warranty and indemnity obligations. NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS, OUR MAXIMUM AGGREGATE LIABILITY TO YOU IN RESPECT OF NO-CHARGE PRODUCTS WILL BE US\$100. ANY OTHER OBLIGATIONS UNDER AGREEMENT BY BOTH PARTIES, SUCH AS UNDER A HIPAA BUSINESS ASSOCIATE AGREEMENT WILL BE HONOURED FOR NO-CHARGE PRODUCTS.

9. IP RIGHTS IN THE CLOUD PRODUCTS AND FEEDBACK.

1. Cloud Products are made available on a limited access basis, and no ownership right is conveyed to you, irrespective of the use of terms such as “purchase” or “sale”. We and our licensors have and retain all right, title and interest, including all intellectual property rights, in and to Our Technology (including the

Cloud Products). From time to time, you may choose to submit Feedback to us. We may in connection with any of our products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in these Terms limits our right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

10. CHANGES TO THESE TERMS.

1. We may modify the terms and conditions of these Terms (including Our Policies) from time to time, with notice to you in accordance with your Services Agreement or by posting the modified Terms on our website. Together with notice, we will specify the effective date of the modifications.
2. No-Charge Products. You must accept the modifications to continue using the No-Charge Products. If you object to the modifications, your exclusive remedy is to cease using the No-Charge Products.
3. Paid Subscriptions. Except as otherwise indicated below, modifications to these Terms will take effect at the next renewal of your Subscription Term and will automatically apply as of the renewal date unless you elect not to renew pursuant to your Services Agreement. Notwithstanding the foregoing, in some cases (e.g., to address compliance with Laws, or as necessary for new features) we may specify that such modifications become effective during your then-current Subscription Term. If the effective date of such modifications is during your then-current Subscription Term and you object to the modifications, then (as your exclusive remedy) you may terminate your affected Services Agreement upon notice to us, and we will refund you any fees you have pre-paid for use of the affected Cloud Products for the terminated portion of the applicable Subscription Term. To exercise this right, you must provide us with notice of your objection and termination within thirty (30) days of us providing notice of the modifications. For the avoidance of doubt, any Services Agreement is subject to the version of these Terms in effect at the time of the Services Agreement.
4. Our Policies. We may modify Our Policies to take effect during your then-current Subscription Term in order to respond to changes in our products, our business, or Laws. In this case, unless required by Laws, we agree not to make modifications to Our Policies that, considered as a whole, would substantially diminish our obligations during your then-current Subscription Term. Modifications to Our Policies will take effect automatically as of the effective date specified for the updated policies.

11. CHANGES TO THE CLOUD PRODUCTS.

1. You acknowledge that the Cloud Products are on-line, subscription-based products, and that in order to provide improved customer experience we may make changes to the Cloud Products, and we may update the applicable Documentation accordingly. Subject to our obligation to provide Cloud Products and Additional Services under existing Services Agreements, we can discontinue any Cloud Products, any Additional Services, or any portion or feature of any Cloud Products for any reason at any time without liability to you.

12. DEFINITIONS.

Certain capitalized terms are defined in this Section 27, and others are defined contextually in these Terms.

- > “Additional Services” means Technical Account Manager (TAM) services, premier or priority support or other services related to the Cloud Products we provide to you, as identified in a Services Agreement. For the avoidance of doubt, Additional Services do not include the standard level of support included in your subscription.

- > “Administrators” mean the personnel designated by you who administer the Cloud Products to End Users on your behalf.
- > “Affiliate” means an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a party, where “control” means the power to direct the management or affairs of an entity, and “ownership” means the beneficial ownership of greater than 50% of the voting equity securities or other equivalent voting interests of the entity.
- > “Cloud Products” means our hosted or cloud-based solutions (currently designated as “Cloud” deployments), including any client software we provide as part of the Cloud Products.
- > “Documentation” means our standard published documentation for the Cloud Products, currently located here.
- > “End User” means an individual you or an Affiliate permits or invites to use the Cloud Products. For the avoidance of doubt: (a) individuals invited by your End Users, (b) individuals under managed accounts, and (c) individuals interacting with a Cloud Product as your customer are also considered End Users.
- > “End User Account” means an account established by you or an End User to enable the End User to use or access a Cloud Product.
- > “Feedback” means comments, questions, ideas, suggestions or other feedback relating to the Cloud Products, Support or Additional Services.
- > “HIPAA” means the Health Insurance Portability and Accountability Act, as amended and supplemented.
- > “Laws” means all applicable local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications and the exportation of technical or personal data.
- > “Notification Email Address” means the email address(es) you used to register for a Cloud Product account or otherwise sign up for a Cloud Product. It is your responsibility to keep your email address(es) valid and current so that we are able to send notices, statements, and other information to you.
- > “Services Agreement” means Echo IQ’s applicable online order page(s), flows, in-product screens, Cloud Master Services Agreement or other Echo IQ-approved ordering document or process describing the products and services you are ordering from us and, as applicable, their permitted scope of use. As applicable, the Order will identify: (i) the Cloud Products, (ii) the number of End Users, Subscription Term, domain(s) associated with your use of Cloud Products, storage capacity or limits, or other scope of use parameters and (iii) (for paid Orders) the amount or rate you will be charged, the billing and renewal terms, applicable currency, and form of payment. Orders may also include Additional Services and No-Charge Products.
- > “Our Deliverables” means any materials, deliverables, modifications, derivative works or developments that we provide in connection with any Additional Services.
- > “Our Policies” means our [Acceptable Use Policy](#), [Privacy Policy](#), Support Policy, terms for Third Party Code in Echo IQ Products, and (unless specified) any other policies or terms referenced in these Terms.
- > “Our Technology” means the Cloud Products (including all No-Charge Products), Our Deliverables, their “look and feel”, any and all related or underlying technology and any modifications or derivative works of the foregoing, including as they may incorporate Feedback.
- > “PCI DSS” means the Payment Card Industry Data Security Standards.
- > “PO” means a purchase order.
- > “Sensitive Personal Information” means any

- special categories of personal data enumerated in European Union Regulation 2016/679 (GDPR), Article 9(1) or any successor legislation;
 - patient, medical or other protected health information regulated by HIPAA;
 - credit, debit or other payment card data subject to PCI DSS;
 - other personal information subject to regulation or protection under specific laws such as the Gramm-Leach-Bliley Act (or related rules or regulations);
 - social security numbers, driver's license numbers or other government ID numbers; or
 - any data similar to the foregoing that is protected under foreign or domestic laws or regulations.
- > "Subscription Term" means your permitted subscription period for a Cloud Product, as set forth in the applicable Services Agreement.
- > "Support" means support for the Cloud Products, as further described in the Support Policy and Enterprise Support and Services Policy (to the extent applicable). Your Support level will be specified in the applicable Services Agreement.
- > "Training" means Echo IQ-provided training and certification services.
- > "Your Data" means any data, content, code, video, images or other materials of any type that you (including any of your End Users) submit to Cloud Products. In this context, "submit" (and any similar term) includes submitting, uploading, transmitting or otherwise making available Your Data to or through the Cloud Products.
- > "Your Materials" means your materials, systems, personnel or other resources.