



MASTER CONTENT ACCESS AGREEMENT

This Master Content Access Agreement (this “Agreement”), between Effyis, Inc., a Michigan corporation d/b/a Socialgist (“Socialgist”) and the party that is accessing Collected Content (defined below) (“Client”). Any reference to this Agreement includes the Data Protection Compliance Addendum attached hereto as Exhibit A. Socialgist and Client may sometimes hereafter be referred to individually as a “Party” and together as the “Parties.” **Socialgist provides access to Collected Content ONLY under the terms and conditions in this Agreement; if you do not agree to the terms of the Agreement, DO NOT ACCESS COLLECTED CONTENT.**

1. Definitions. Any capitalized terms that are used but not otherwise defined in this Agreement shall have the meaning specified in Schedule 1 hereto, in an exhibit to this Agreement.

2. Scope, Commencement and Duration. This Agreement commences on the date that is the earlier of (a) the date you access or receive Collected Content and (b) the date you agree to these Agreement (“Effective Date”) and continues in effect until its expiration or termination as provided for in Article 10 of this Agreement.

3. License.

3.1 During the term of this Agreement, Socialgist hereby grants to Client, subject to the terms and conditions of this Agreement, a limited, non-exclusive, non-transferable, revocable license for any Authorized User to receive and use Collected Content in accordance with the terms of this Agreement. Client represents, warrants and covenants that it (including any Authorized Users) will not use the Collected Content (a) for any purpose or in any manner not authorized by this Agreement or (b) for any unlawful purpose. Client acknowledges and agrees that it has no right to access or use the Service or Socialgist Platform, and that Client is accessing Collected Content through the platform of Falkor Vision Ltd (“Falkor”). Client shall not attempt to access or use the Service or Socialgist Platform.

4. Intellectual Property Rights.

4.1 Client acknowledges and agrees that Socialgist, Socialgist’s licensors (and, if applicable, Third Party Content Providers) hold all right, title and interest and reserve all rights in and to the Service, the Socialgist Platform and the Collected Content; all Intellectual Property relating to the Service, the Socialgist Platform and the Collected Content; the Intellectual Property Rights in or relating to the Service, the Socialgist Platform and the Collected Content; and, if applicable, the format thereof. Client agrees that the ownership rights, including all Intellectual Property Rights, of Socialgist, Socialgist’s licensors (and, if applicable, Third Party Content Providers) are not transferred, assigned or affected in any way as a result of this Agreement. Socialgist reserves the right to enter into a direct agreement with any third party related to providing Content to such third party.

4.2 Client shall, at Socialgist’s request and expense, take all reasonable steps (such as execution of written documents or cooperation in litigation) both during and after the term of this Agreement, that in Socialgist’s sole judgment, are prudent and reasonable for the protection and enforcement of the Intellectual Property Rights of Socialgist, its licensors and, if applicable, Third Party Content Providers.



4.3 Subject to Section 4.1 above, all Intellectual Property Rights of Client subsisting in or relating to: (a) a service that may include Collected Content (as processed or analyzed by Client in accordance with this Agreement, but excluding the Collected Content); and (b) Derived Works, including any collection, compilation or other original work in which Collected Content is included in a manner permitted by this Agreement, which is created by or on behalf of Client (but excluding any Collected Content) will remain vested exclusively in the Client, as applicable.

4.4 Each Party will individually own all developments, modifications, enhancements, updates, new versions and releases, installations, integrations and intellectual property associated with any work completed relating to the Party's own software, software services, website, interface, or other platform ("System") associated with the integration of the Collected Content.

5. Client's Receipt of Collected Content.

5.1 Client shall be solely responsible, at its own expense, for the installation, operation and maintenance of any telecommunication lines, equipment and software (in accordance with specifications provided by Socialgist from time to time) necessary to enable it to receive and use Collected Content.

5.2 Client understands and agrees that Socialgist obtains the Collected Content from a variety of sources, including Third Party Content Providers, and that Socialgist does not review the Collected Content before providing it or making it available to Client. Socialgist has the right, in its sole discretion, to format the Content and remove materials and content from the Content that comprises the Collected Content, including, but not limited to, the removal of videos, sound recordings, graphics and moving and still images. Furthermore, Socialgist, its agents, licensors and/or its Third Party Content Providers may add or delete Collected Content and modify the Services and Socialgist Platform, depending on operational requirements and availability. Upon receiving a Content removal request from Falkor or Socialgist, whether such request comes directly from Socialgist or is delivered from Socialgist on behalf of a third party (each such request, a "Content Removal Request"), Client will promptly, but in no event more than two (2) business days, remove, delete and destroy any Content specified in the Content Removal Request from its Collected Content. To the extent any Derived Work includes Collected Content that becomes subject to a Content Removal Request, Client shall recreate the Derived Work without such Collected Content. Client shall be responsible for and indemnify Socialgist for any failure to comply, including any failure of Client's customers to comply, with a Content Removal Request.

5.3 . Socialgist shall always have the unrestricted right related to the removal of Content from the Collected Content which Socialgist identifies as illegal or infringing, reasonably believes may be illegal or infringing, or any Content alleged to be illegal or infringing by a third party ("Identified Content"). Further, upon Socialgist's or Falkor's request, Client shall immediately, delete, remove, and cease using any Identified Content, including from any Derived Works. Client's refusal or failure to remove, delete and cease using any Identified Content (including as part of Derived Works) shall constitute a material breach of this Agreement.

5.4 Client shall comply with all applicable regulations, conditions or restrictions laid down from time to time by any statute, court order and/or regulatory authority in connection with access to, use, storage and transmission of Collected Content.



6. Client's Use of the Collected Content.

6.1 Client may not distribute, sell, license, sublicense, lease, rent, loan, lend, transmit, network, publish or otherwise transfer Collected Content (in entirety or any part thereof) in any manner, including, without limitation, through any application programming interface or platform or publicly available search engine, to any third party or provide access to any third party of any Collected Content without prior written consent of Socialgist, except as otherwise specifically provided for herein. Client must enter into a separate data license agreement with Socialgist before distributing or providing access to any original, unaltered element of Collected Content or Collected Content that does not rise to the level of a Derived Work. Notwithstanding the foregoing, Client may make available to third parties Collected Content in the form of a PDF or similar non-machine readable format by using "save as" or similar functionality. Client may create Derived Works; however, such Derived Works shall not provide any of the original, unaltered Collected Content to third parties. Furthermore, Client may only create and/or distribute Derived Works so long as such works do not violate this Agreement, any agreement between Socialgist and Third Party Content Providers (as provided to the Client) or the Intellectual Property Rights of any individual, business or group. Socialgist may, in its sole discretion, deny permission or require a separate written license agreement for the right to distribute Derived Works that include original, unaltered Collected Content or Collected Content that does not rise to the level of a Derived Work. If Client releases Collected Content to a third party prior to obtaining written confirmation or a separate written license agreement, in addition to all other applicable remedies, Client will be responsible for paying Socialgist all fees that otherwise would have been remitted or owed by the third party directly to Socialgist.

6.2 Client shall not misrepresent the Collected Content or display or distribute the Collected Content and any Derived Works in any way that may create a false or misleading impression as to the origin or value of any item of the Collected Content. In particular, and with respect to any and all use of the Collected Content by Client as authorized hereunder, Client shall: (a) not deface or remove any trademarks, copyright notices or other proprietary notices transmitted with Collected Content; and (b) comply with such other reasonable Collected Content display requirements as Socialgist or any of its Third Party Content Providers may issue.

6.3 Client shall not, directly or indirectly, provide any access to any Collected Content to any competitor of Socialgist, and shall limit use and access to Authorized Users. Client shall not use the Collected Content, or Derived Works for any illegal purpose. Client shall comply with all laws, regulations and rules concerning the use, distribution, display and export of the Collected Content and any Derived Works. Upon becoming aware that the Collected Content includes any illegal or infringing Content, Client shall promptly inform Socialgist. Socialgist may suspend or terminate receipt or display of Collected Content by any party or person if Socialgist has reason to believe the Client is breaching any applicable law, regulation or rule.

6.4 Client shall use all reasonable efforts to cooperate with and assist Socialgist in preventing, or identifying and immediately ending, any unauthorized receipt, display, redistribution or use of Collected Content by Client and Client's customers. Client shall promptly notify Socialgist of any such unauthorized receipt, use, display or redistribution of Collected Content known to Client.



6.5 Any use or distribution of Collected Content by the Client not specified in this Article 6, or Section 3.1 is not authorized under this Agreement and requires a separate written agreement with Socialgist.

7. Fees, Billing and Payment. Client does not owe Socialgist fees under this arrangement.

8. Representations, Warranties and Indemnities/Limitation of Liability.

8.1 Neither Socialgist nor its officers, directors, members, employees, agents, consultants or licensors shall be liable for any delay, inaccuracy, error or omission of any kind in Collected Content or for any resulting loss or damage. In addition, neither Socialgist nor its officers, directors, members, employees, agents, consultants or licensors shall have any liability for losses arising from unauthorized access to Collected Content or any other misuse of Collected Content.

8.2 THE COLLECTED CONTENT IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. CLIENT ACCEPTS FULL RESPONSIBILITY FOR THE USEFULNESS OF COLLECTED CONTENT AS INCORPORATED IN THE SERVICE, OR AS USED BY THE CLIENT. CLIENT EXPRESSLY ACKNOWLEDGES THAT NEITHER SOCIALGIST NOR ANY LICENSORS OR THIRD PARTY CONTENT PROVIDERS MAKE ANY REPRESENTATIONS OR WARRANTIES EXCEPT THOSE EXPRESSLY PROVIDED IN THIS ARTICLE 8 AND SOCIALGIST HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, UNINTERRUPTED SERVICE, OR ERROR-FREE SERVICE, OR THE SEQUENCE, TIMELINESS, USE OF TRADE, ACCURACY OR COMPLETENESS OF COLLECTED CONTENT OR THE SERVICE. SOCIALGIST MAKES NO WARRANTIES THAT: (i) THE COLLECTED CONTENT, SERVICE, API SERVICE, SOCIALGIST FTP SERVER, SOCIALIST PLATFORM, OR SERVICE WILL OPERATE IN COMBINATION WITH THE CLIENT'S SYSTEM, OR IT INFRASTRUCTURE OR DATA WHICH CLIENT MAY SELECT FOR USE; (ii) THE OPERATION OF THE SERVICE, SOCIALGIST PLATFORM, OR PROVISION OF THE COLLECTED CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE; OR (iii) THAT ANY SUCH ERRORS WILL BE CORRECTED.

8.3 Client represents, warrants, and covenants that: (a) it is in good standing in all jurisdictions where it conducts business; (b) has the authority to enter into and comply with the terms and conditions of this Agreement; (c) it and its customers will comply with all laws, regulations, and rules (including those relating to data privacy) applicable to Socialgist, the Collected Content, the Services, Client and Client's business.

8.4 Client shall defend, indemnify, and hold Socialgist, its officers, directors, members, employees, agents, consultants and licensors harmless against all losses, claims, damages, expenses or costs (including reasonable attorneys' fees) which Socialgist has incurred or paid to any third party arising from (a) improper, unlawful, or unauthorized access to or use of Collected Content by Client, except where the losses or claims arise from willful misconduct on the part of Socialgist or its officers; and (b) any breach of any of the representations, warranties, agreements or covenants under this Agreement by Client. Socialgist shall promptly notify Client in writing of any such losses, claims, damages, expenses or



costs and Client shall have sole control of the settlement and defense of any action to which this indemnity relates. Socialgist shall cooperate reasonably with Client to facilitate any such defense.

8.5 TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL SOCIALGIST BE LIABLE TO CLIENT, OR TO OTHERS DIRECTLY OR INDIRECTLY MAKING USE OF ANY INFORMATION, COLLECTED CONTENT, SERVICES OR THE SOCIALGIST PLATFORM, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR LOST DATA, ARISING UNDER THIS AGREEMENT, EVEN IF SOCIALGIST HAS BEEN ADVISED OF THE POSSIBILITY THEREOF AND EVEN IF DUE TO SOCIALGIST'S ERROR, OMISSION, OR NEGLIGENCE.

8.6 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SOCIALGIST'S AGGREGATE LIABILITY HEREUNDER FROM ANY AND ALL CAUSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY, WARRANTY, INDEMNITY OR OTHERWISE) EXCEED \$50.00. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THIS AGREEMENT AND THAT SOCIALGIST WOULD NOT BE ABLE TO PROVIDE THE COLLECTED CONTENT TO CLIENT AT THE PRICES SET FORTH HEREIN WITHOUT SUCH LIMITATIONS. NO CLAIM MAY BE BROUGHT BY CLIENT UNDER THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CLAIM.

9. Confidentiality.

9.1 Each Party acknowledges that information of a confidential nature relating to the business of the other ("Confidential Information") may be disclosed to it under this Agreement. Collected Content shall not be considered Confidential Information. Each Party undertakes to hold such Confidential Information in strict confidence and not, without the consent of the other, disclose it to any third party nor use it for any purpose other than in the performance of this Agreement. Confidential Information does not include information that: (a) at the time of disclosure is already publicly available; (b) is already known to the receiving Party prior to disclosure by the disclosing Party; (c) after disclosure becomes publicly available through no fault of the receiving Party; (d) is or becomes rightfully known to either Party without restriction from another source; (e) is developed independently by the receiving Party without use of the disclosing Party's Confidential Information; or (f) is required to be disclosed by order of legal or regulatory authorities, provided that the receiving Party provides reasonable notice to the disclosing Party of such required disclosure and reasonably cooperates with the disclosing Party in limiting such disclosure. Client acknowledges that certain Third Party Content Providers may require Socialgist to share identity and usage information about entities receiving content that is provided by such Third Party Content Providers to Socialgist under the license granted by this Agreement. Client understands and agrees that Socialgist, in good faith, complies with all such requirements from Third Party Content Providers.

9.2 Upon termination of this Agreement each Party will, within thirty (30) days, return or permanently destroy all electronic, paper or other copies of such Confidential Information of the other Party. Each Party will cause each of its agents or employees who have access to the Confidential Information of the other Party to comply with the restrictions of confidentiality and non-use of this Agreement. Each Party acknowledges and agrees that a breach of its commitments herein will or may result



in damage to the other Party that is irreparable in nature and is not susceptible to monetary determination and that, accordingly, in the event of any such breach, the non-breaching Party will have the right, in addition to all other rights and remedies permitted under applicable law, to seek and secure compliance by the breaching Party with such commitments through the order for injunctive relief by a court of competent jurisdiction.

10. Term and Termination.

10.1 This Agreement shall commence on the Effective Date and shall continue for so long as Client has a contract in place with Falkor granting access to Collected Content, unless terminated earlier in accordance with this Agreement.

10.2 This Agreement may be terminated immediately or on the date specified in written notice by the Party not at fault if the other Party commits any material breach of the terms or conditions of this Agreement and fails to remedy such breach (insofar as such breach is capable of remedy) within five (5) days after receiving written notice of such breach from the Party not at fault. Without limiting the foregoing, Client shall be deemed to have committed a material breach not capable of cure in the event of: (a) any misrepresentation of Collected Content; (b) failure to pay any fees in accordance with this Agreement; or (c) failure to prevent or identify and immediately end unauthorized distribution of Collected Content.

10.3 On or following the effective date of termination, Socialgist will have the right to terminate all access of Client to the Service and the Collected Content and Client will have no further right to access the Socialgist Platform and Collected Content. Immediately upon the effective date of termination, Client shall permanently delete all Collected Content in all forms and types of media, and copies thereof, in Client's possession.

10.4 Termination will not affect the rights and obligations of Socialgist and Client with respect to the access of Client to the Socialgist Platform prior to the effective date of termination, including, without limitation, the obligation of Client to pay the fees to Socialgist for such access, in addition to Socialgist's cost of collection (including reasonable attorneys' fees, costs and expenses incurred by Socialgist) or any other clauses that by their nature, would survive termination.

11. Miscellaneous.

11.1 Except as otherwise provided in this Agreement, no amendment or modification of the terms and conditions of this Agreement shall be effective unless expressly agreed to in writing by both Parties. Client shall not assign this Agreement without Socialgist's prior written consent which shall not be unreasonably withheld. In the event of any such assignment by Client, the pricing reflected herein will be amended to be the then-current list pricing. In the case of any permitted assignment or transfer of or under this Agreement, this Agreement or the relevant provisions shall be binding upon all successors, assigns and Client. Client must provide Socialgist with written notice at least 30 days prior to a Change of Control of Client.

11.2 Neither Party shall be liable for any delay or failure to meet its obligations (other than a payment obligation) under the Agreement due to any cause outside its reasonable control and which is neither an intentional act nor an act of gross negligence by either Party.



11.3 If any part, term or provision of this Agreement is held illegal, invalid or unenforceable, such part, term or provision shall be enforced to the maximum extent permissible and the validity or enforceability of the remainder of the Agreement shall not be affected.

11.4 All notices required or permitted under this Agreement shall be executed in writing and shall be deemed to have been duly delivered and received: (a) upon confirmed transmittal, if by electronic mail; (b) on the next business day, if sent by a nationally recognized overnight courier; or (c) three (3) business days after mailing, if mailed by registered or certified United States mail, postage prepaid, to the address appearing on the face of this Agreement or such other address as the receiving Party may from time to time designate in writing. Any notice sent by electronic mail from Client to Socialgist shall be sent to the following electronic mail address: legal@boardreader.com. Notwithstanding the foregoing, any notice permitted under this Agreement that is sent by electronic mail shall also be sent via courier or registered or certified United States mail as provided for in this Section 11.4.

11.5 Socialgist is entitled to rely on the validity of any representation, notice or communication from an officer, employees, or representatives of Client.

11.6 No failure or delay on the part of either Party in the exercise of any right, power, or privilege under this Agreement shall operate as a waiver of such right, power, or privilege. No single or partial waiver of any right, power, or privilege under this Agreement shall operate as a waiver of such right, power, or privilege in the future or of any other right, power, or privilege. The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach under this Agreement.

11.7 This Agreement and any and all schedules, exhibits and amendments attached hereto, is the complete and exclusive statement of the agreement between the Parties and supersedes all prior agreements, oral or written, and all other communications between the Parties concerning the subject matter of this Agreement. Except as otherwise provided for herein, each Party acknowledges that no reliance is placed on any representation not embodied in this Agreement. Any item not specifically included herein, or any item that is explicitly excluded from the Services is not covered under this Agreement.

11.8 Socialgist may audit Client to verify Client's compliance with this Agreement and any and all schedules, exhibits and amendments attached hereto. Audits and inspections will be conducted by Socialgist or an independent certified public accountant or consultant selected by Socialgist. Client will provide Socialgist's designated auditors with reasonable access to the relevant Client records needed to complete the audit. The auditors will have the ability to photocopy such records for audit evidence. If the auditors determine that Socialgist was underpaid or that Client is in breach of this Agreement, Client will be required to compensate Socialgist from the delinquency or otherwise remedy the breaching conduct.

11.9 Capitalized terms defined in the singular include the plural and vice versa. Unless otherwise expressly provided in this Agreement, references to Section and Article numbers in this Agreement are to the corresponding numbered provisions of this Agreement. Reference to and the definition of any document shall be deemed a reference to such document, including any schedules or exhibits thereto, as it may be amended, supplemented, revised or modified. The Article and Section headings appearing in this Agreement are inserted for convenience only and in no way define, limit, construe or describe the scope or extent of such provision or in any way affect such provision.



11.10 Sections 4.1, 4.2, 4.3,4.4, 5.4, 5.5,5.6, 6.1, 6.2,6.3, 6.4, 7.3, 7.4,7.5, 8.2,8.3, 8.4, 8.5. 8.6,8.7, 9.1, 9.2, 10.3 and 10.4 shall survive termination of the Agreement, or any other sections that by their nature, would survive termination.

11.11 Unless otherwise specified in this Agreement, this Agreement shall be interpreted and enforced in accordance with the laws of the State of Michigan and the federal laws of the United States, notwithstanding any conflicts of laws principles.

11.12 Client consents, agrees, and hereby submits, to the general and exclusive jurisdiction of the United States District Court for the Eastern District of Michigan and state courts in Oakland County, Michigan, agrees to commence actions, suits, and proceedings only in such courts, and waives any objection to venue in such jurisdiction in the event any action, suit, or proceeding is commenced in such courts with respect to any matters in connection with this Agreement. Socialgist is an independent contractor and not an employee, agent, joint venture, or partner of Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and either Socialgist or any employee or agent of Socialgist.

11.13 Socialgist and Client shall be prohibited from using or referencing the other Party's name and/or logo, or this Agreement in any advertising, brochures, press release, promotional materials, or in any other manner, without the other Party's prior written consent.

11.14 This Agreement, including any related Statements of Work and any and all schedules, exhibits and amendments attached hereto, may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Any execution and delivery of this Agreement by facsimile or electronic mail, in .pdf format or otherwise, bearing the signature of a Party shall constitute a valid and binding execution and delivery of this Agreement by such Party. Such facsimile or electronic mail copies shall constitute enforceable original documents.



SCHEDULE 1

DEFINITIONS

1.1 “Authority” shall mean the competent data protection authority in the territory in which the data exporter is established);

1.2 “Authorized Users” mean those employees of Client who reasonably need access to Collected Content as part of their duties to Client and who are familiar with and agree to be bound by the obligations and restrictions of the Client as described in this Agreement.

1.3 “Change of Control” means the sale of all or substantially all the assets of Client; any merger, consolidation or acquisition of Client with, by or into another legal entity; or the change in the ownership of more than fifty percent (50%) of the voting securities of Client in one or more transactions.

1.4 “Collected Content” means the Content accessed by Client or made available to Client under this Agreement, including but not limited to any Content accessed by Client or made available to Client under this Agreement from Third Party Content Providers and the Socialgist Platform.

1.5 “Content” means any content in whatever form, including text, data, graphics, moving and still images, videos, designs, sound recordings, works of authorship, and underlying works.

1.6 “Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing (as defined herein) of Personal Data.

1.7 “Data Protection Legislation” means all privacy laws applicable to any Personal Data, as defined herein, processed under or in connection with the Agreement, including without limitation the General Data Protection Regulation 2016/679 of the European Parliament and if the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the “GDPR”), and repealing Directive 95/46/EC (the “Directive”), the United Kingdom Data Protection Act of 2018 and the GDPR as it forms part of UK domestic law under the European Union (Withdrawal) Act 2018, as amended (“UK GDPR”), the Privacy and Electronic Communications Directive 2002/58/EC and all national legislation implementing or supplementing the foregoing and all associated codes of practice and other guidance issued by any applicable data protection authority, all as amended, re-enacted and/or replaced and in force from time to time, including from January 1, 2020 the California Consumer Privacy Act of June 28, 2018 (the “CCPA”). Capitalized terms used herein, but not defined, herein shall have the meanings assigned to them in the Existing Agreement or applicable Data Protection Legislation.

1.8 “Data Protection Losses” means all liabilities and amounts, including all:

- (a) costs (including legal costs), claims, demands, actions, settlements, ex-gratia payments, charges, procedures, expenses, losses and damages (including relating to material or non-material damage, which includes emotional distress);
- (b) loss or damage to reputation, brand or goodwill;
- (c) to the extent permitted by applicable Data Protection Legislation:



- (i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority;
- (ii) compensation paid to a Data Subject (as defined below); and
- (iii) the costs of compliance with investigations by a Supervisory Authority.

1.9 “Data Subject” means an identified or identifiable natural person.

1.10 “Derived Works” means new original analytic works created by Client in connection with Client’s permitted use of the Collected Content.

1.11 “Intellectual Property” means any idea, invention, discovery, improvement, work of authorship, know-how, trade secret, or Confidential Information.

1.12 “Intellectual Property Rights” means any rights associated or in connection with patents, trademarks, service marks, trade and service names, copyrights, data and designs, trade secrets and other proprietary or intellectual property rights in any Intellectual Property, whether or not patented, patentable, registered, or registerable anywhere in the world.

1.13 “License” means the license rights granted by Socialgist to Client in Section 3.1.

1.14 “Personal Data” means any information relating to a Data Subject contained and deriving from Collected Content that allows direct or indirect identification of a Data Subject, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.15 “Processing” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.16 “Processor” means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller.

1.17 “Service” or “Services” means the technological service provided by Socialgist to Falkor, that allows Falkor to provide Client, via Falkor’s platform, access Collected Content via the Socialgist Platform, or other transmission or online, web-based data access point pursuant to this Agreement.

1.18 “Socialgist Platform” means a secure application programming interface (Streaming API, REST API or Persistent Query) API Service, or FTP service for access of the Content by Client through Client’s interface in a format determined solely by Socialgist.

1.19 “Supervisory Authority” means an independent public authority, which is established by a European Union member state pursuant to the GDPR.

1.20 “Third Party Content Provider(s)” means any provider of Content from which Socialgist obtains, receives or acquires Content or any content provider that provides Content to Client at Socialgist’s direction.



EXHIBIT A

DATA PROTECTION COMPLIANCE ADDENDUM

This Data Protection Compliance Addendum (the “DPA”) is incorporated fully into the Master Content Access Agreement (the “Agreement”) between the Parties. On the Effective Date Effyis, Inc., a Michigan corporation d/b/a Socialgist (“Socialgist”) and Client entered into the Agreement.

1. For the purposes of this DPA each Party is a Controller of Personal Data and will Process Personal Data as a separate and independent data Controller, and not as a joint Controller.

2. Capitalized terms not otherwise defined in this DPA shall have the respective meanings assigned to them in the Agreement.

3. Each Party undertakes that it will comply with Data Protection Legislation at all times during the Term, including, but not limited to:

3.1 Processing any Personal Data in compliance with applicable Data Protection Legislation, including, but not limited to:

- (a) ensuring that there is a lawful basis on which Personal Data is Processed thereby;
- (b) in the case of Socialgist - ensuring that the transparency disclosure requirements of applicable Data Protection Legislation are satisfied by providing the required information to Data Subjects where applicable, and to another Controller, if required; Socialgist Processes Personal Data in accordance with Socialgist’s privacy policy, available at: <https://www.socialgist.ai/privacy-and-terms>; and
- (c) ensuring that it keeps Personal Data secure at all times, including by implementing and maintaining at its cost and expense, appropriate technical and organizational measures in relation to its Processing of Personal Data so as to ensure a level of security appropriate to the risks that are presented by the Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed.

3.2 Where applicable and required, maintaining valid and up to date registrations, notifications, records, policies, and data protection assessments required to process the Shared Personal Data and Personal Data; and

3.3 Notifying the other Party within two (2) business days from the receipt of a complaint or request relating to that Party’s obligations under Data Protection Legislation.

4. Client shall:

4.1 Process Personal Data exclusively for purposes that are compatible with the purposes set forth in the Agreement or as is required by applicable law, including, but not limited to, Data Protection Legislation;

4.2 Handle all Personal Data within the scope of the Agreement;



4.3 Ensure that all personnel required to process Personal Data are informed of their obligations under the Agreement with regard to the security and protection of Personal Data and that those obligations are complied with and that they successfully complete information risk awareness training at least annually;

4.4 Permit Socialgist or its representative (subject to reasonable and appropriate confidentiality undertakings), to review Client's Personal Data Processing activities (including those of its agents, subsidiaries and Processor or a sub-Processor) to the extent they apply to Personal Data;

4.5 Comply with all reasonable requests or directions by Socialgist to enable Client to verify and procure that it is in full compliance with its obligations under the Agreement; and

4.6 Provide a written description of the technical and organizational methods employed by Client for Processing Personal Data.

5. With respect to Personal Data subject to the CCPA, the parties acknowledge that the Personal Data disclosed by Socialgist to Client is provided to Client only for the limited and specified purposes set forth in the Agreement. Client will comply with all applicable obligations under the CCPA and provide the same level of privacy protection to Personal Data as is required by the CCPA. Socialgist has the right to take reasonable and appropriate steps to help ensure that Client uses Personal Data transferred in a manner consistent with Socialgist's obligations under the CCPA. Client will notify Socialgist if it makes a determination that Client can no longer meet its obligations under the CCPA. If Client notifies Socialgist of unauthorized use of Personal Data, including under the foregoing sentence, Socialgist will have the right to take reasonable and appropriate steps to stop and remediate such unauthorized use.

6. Each Party shall have in place appropriate technical and organizational measures to ensure a level of security appropriate to the risks that are presented by the Processing of Personal Data, in particular protection against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed pursuant to the Agreement, including where appropriate data protection by default and/or by design measures.

7. If Socialgist transfers Personal Data to Client that is subject to European Data Protection Legislation, and such transfer is not subject to an alternative adequate transfer mechanism under European Data Protection Legislation or otherwise exempt from cross-border transfer restrictions, then Socialgist (as "data exporter") and Client (as "data importer") agree that the applicable terms of the Standard Contractual Clauses shall apply to and govern such transfer and are hereby incorporated herein by reference. In furtherance of the foregoing, the Parties agree that: (a) the execution of the Agreement shall constitute execution of the Standard Contractual Clauses as of the effective date thereof; (b) the relevant selections, terms, and modifications set forth in Appendix A shall apply, as applicable; and (c) the Standard Contractual Clauses shall automatically terminate once the Customer Personal Data transfer governed thereby becomes lawful under European Data Protection Legislation in the absence of such Standard Contractual Clauses on any other basis.

8. If Socialgist transfers Personal Data to Client that is subject to Data Protection Legislation other than European Data Protection Legislation which require the parties to enter into standard contractual clauses to ensure the protection of the transferred Personal Data, and the transfer is not subject to an alternative adequate transfer mechanism under Data Protection Legislation or otherwise exempt from cross-border transfer restrictions, then the parties agree that the applicable terms of any standard contractual clauses approved or adopted by the relevant Supervisory Authority pursuant to such Data Protection Legislation shall automatically apply to such transfer and, where applicable, shall be completed on a *mutatis mutandis* basis to the completion of the Standard Contractual Clauses as described in Section 7.



9. The Parties agree to provide reasonable assistance as is necessary to each other to enable each Party to comply with any Data Subject access requests (whether in relation to access to Personal Data, rectification, restrictions on Processing, erasure or portability) and to respond to any other queries or complaints or requests from their customers or third parties ("Data Subject Request") in accordance with the Data Protection Legislation.

10. The Parties agree to respond to Data Subject Requests without undue delay within the timelines required by Data Protection Legislation and to give reasons to the relevant Data Subjects where the Parties do not intend to comply with any such requests.

11. Each Party agrees to provide reasonable assistance as is necessary to the other Party to respond within a reasonable time to any enquiries from the Supervisory Authorities in relation to Personal Data.

12. Client (as "Indemnifying Party") shall indemnify and defend Socialgist and its managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, fines, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are incurred by Indemnified Party in a judgment, administrative proceeding, or any alternative dispute resolution proceeding (collectively, "Losses"), arising out of any third-party claim alleging:

12.1 Material breach or non-fulfillment of any material representation, warranty, or covenant under the Agreement by Indemnifying Party or Indemnifying Party's personnel;

12.2 Any grossly negligent or more culpable act or omission of Indemnifying Party or its personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under the Agreement;

12.3 Any failure by Indemnifying Party to materially comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under the Agreement, including but not limited to Data Protection Legislation; or

12.4 All Data Protection Losses (including but not limited to, regulatory fines and penalties) suffered or incurred by, awarded against or agreed to be paid by the Indemnified Party, arising from or in connection with any breach by the Indemnifying Party (or any agent, employee or a sub-Processor of the relevant Party carrying out Processing under the Agreement) of the Agreement or of Data Protection Legislation.

13. Notwithstanding anything to the contrary in the Agreement, Indemnifying Party is not obligated to indemnify or defend Indemnified Party against any claim (whether direct or indirect) if such claim or corresponding Losses arise out of or result from, in whole or in part, Indemnified Party's:

13.1 Gross negligence or more culpable act or omission (including recklessness or willful misconduct); or

13.2 Bad faith failure to materially comply with any of its material obligations set forth in the Agreement.

Appendix A

1. Selections. The Parties agree that the selections set forth in the table below shall supplement and apply to the Standard Contractual Clauses.

Section Reference	Selection by the Parties	
Section IV, Clause 17 – Governing law	Republic of Ireland	
Section IV, Clause 18(b) – Forum and jurisdiction	Republic of Ireland	
Annex I.A: List of parties – Data exporter	<p>Name: Effyis, Inc. d/b/a Socialgist</p> <p>Address: 1050 Wilshire Drive, Suite 118, Troy, Michigan 48084, United States of America</p> <p>Contact person’s name, position and contact details: cwolfe@socialgist.com</p> <p>Activities relevant to the data transferred under these Clauses: Performance of the Agreement.</p> <p>Role: controller</p>	
Annex I.A: List of parties – Data importer	<p>Name: Client</p> <p>Address: As set forth in Client’s ordering process with Falkor</p> <p>Contact person’s name, position and contact details: As set forth in Client’s ordering process with Falkor.</p> <p>Activities relevant to the data transferred under these Clauses: Performance of the Agreement.</p> <p>Role: controller</p>	
Annex I.B: Description of the Transfer	<i>Categories of data subjects whose personal data is transferred:</i>	Web and social media users (“authors”).
	<i>Categories of personal data transferred:</i>	<p>Personal Data may include a variety of categories depending on the nature of the Collected Content, and may include, for example: (i) identification data, such as unique identifiers associated with authors, such as name, username, user ID, etc.; (ii) socio-biographical data, such as publicly available personal characteristics of authors, such as age, gender, consumer habits, hobbies and interests, professional and educational background, as well as photos and videos; (iii) authors’ content, such as a specific status update or comment, or item on a blog or forum that contains keywords and characteristics, and any other brand monitoring related information published by the authors’ on a public Internet website or on a third-party platform that fits the search criteria when associated with any identification data and/or socio-biographical data relating to authors.</p>

	<i>Sensitive data transferred (if applicable) and applied restrictions or safeguards:</i>	N/A
	<i>The frequency of the transfer:</i>	On a continuous basis for the terms of the Agreement.
	<i>Nature of the processing:</i>	As described in the Agreement.
	<i>Purpose(s) of the data transfer and further processing:</i>	For brand monitoring other purposes to allow the Parties to perform and/or receive the services under the Agreement.
	<i>The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:</i>	Data is retained only for as long as needed to fulfil obligations defined in the Agreement, or as long as needed to support a business purpose.
	<i>For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:</i>	As above.
Annex I.C: Competent Supervisory Authority	Irish Data Protection Commissioner	

Annex II:
Technical and
Organizational
Measures

- 1. Information Security Program.** Implement, maintain, and comply with information security policies and procedures designed to protect the confidentiality, integrity, and availability of Personal Data and any systems that store or otherwise Process it, which are: (a) aligned with an industry-standard control framework (e.g., NIST SP 800-53, ISO 27001, CIS Critical Security Controls); (b) approved by executive management; (c) reviewed and updated at least annually; and (d) communicated to all personnel with access to Personal Data.
- 2. Risk Assessment.** Maintain risk assessment procedures for the purposes of periodic review and assessment of risks to the organization, monitoring and maintaining compliance with the organization's policies and procedures, and reporting the condition of the organization's information security and compliance to internal senior management.
- 3. Personnel Training.** Train personnel to maintain the confidentiality, integrity, and availability of Personal Data, consistent with the terms of the Agreement and Data Protection Legislation.
- 4. Vendor Management.** Prior to engaging sub-processors and other subcontractors, conduct reasonable due diligence and monitoring to ensure subcontractors are capable of maintaining the confidentiality, integrity, and availability of Personal Data.
- 5. Access Controls.** Only authorized personnel and third parties are permitted to access Personal Data. Maintain logical access controls designed to limit access to Personal Data and relevant information systems (e.g., granting access on a need-to-know basis, use of unique IDs and passwords for all users, periodic review and revoking or changing access when employment terminates or changes in job functions occur).
- 6. Secure User Authentication.** Maintain password controls designed to manage and control password strength, expiration, and usage. These controls include prohibiting users from sharing passwords and requiring that passwords controlling access to Personal Data must: (a) be at least 8 characters in length and meet minimum complexity requirements; (b) not be stored in readable format on the organization's computer systems; (c) have a history threshold to prevent reuse of recent passwords; and (d) if newly issued, be changed after first use.
- 7. Incident Detection and Response.** Maintain policies and procedures to detect and respond to actual or reasonably suspected security incidents, and encourage the reporting of such incidents.
- 8. Pseudonymization and Encryption.** Where feasible, use technical and organizational measures to pseudonymize Personal Data in accordance with Data Protection Legislation. Apply industry standard encryption to Personal Data: (a) stored on any medium (i.e., laptops, mobile devices, portable storage devices, file servers and application databases); and (b) transmitted across any public network (such as the Internet) or wirelessly.
- 9. Network Security.** Implement network security controls such as up-to-date firewalls, layered DMZs, updated intrusion detection and prevention systems and other traffic and event correlation procedures designed to protect systems from intrusion and limit the scope of any successful attack.
- 10. Vulnerability Management.** Detect, assess, mitigate, remove, and protect against new and existing security vulnerabilities and threats, including viruses, bots, and other

malicious code, by implementing vulnerability management, threat protection technologies, and scheduled monitoring procedures.

11. Change Control. Follow change management procedures and implement tracking mechanisms designed to test, approve, and monitor all changes to the organization's technology and information assets.

12. Physical Security. Take steps to ensure the physical and environmental security of data centers, server room facilities and other areas containing Personal Data, including by: (a) protecting information assets from unauthorized physical access; (b) managing, monitoring, and logging movement of persons into and out of the organization's facilities; and (c) guarding against environmental hazards such as heat, fire, and water damage.

13. Business Continuity and Disaster Recovery. Maintain business continuity and disaster recovery policies and procedures designed to maintain service and recover from foreseeable emergency situations or disasters.

14. Requests for Personal Data. Immediately notify Socialgist in the event of any request, inquiry, or demand (including any subpoena, court order, or other legal request) relating to Personal Data and direct the requesting party to submit their request, inquiry, or demand directly to Socialgist. Client shall challenge any such request, inquiry, or demand on any appropriate grounds. If compelled to disclose Personal Data to a law enforcement agency or regulator, Client shall provide reasonable assistance and cooperation to Socialgist in order for Socialgist to seek a protective order or other appropriate remedy prior to any such disclosure.



2. Supplemental Business-Related Clauses. In accordance with Clause 2 of the Standard Contractual Clauses, the Parties wish to supplement the Standard Contractual Clauses with business-related clauses, which shall neither be interpreted nor applied in such a way as to contradict the Standard Contractual Clauses (whether directly or indirectly) or to prejudice the fundamental rights and freedoms of Data Subjects. The Parties therefore agree that the applicable terms of the Agreement shall apply if, and to the extent that, they are permitted under the Standard Contractual Clauses, including without limitation the following: (a) in the event of a data subject request for a copy of the clauses in accordance with Clause 8.2(c), each Party agrees to make all redactions reasonably necessary to protect business secrets or other confidential information of the other Party; and (b) the terms of the Agreement governing indemnification and limitation of liability shall apply to each Party's liability under Clauses 12(a), 12(c), and 12(d).

3. Transfers from the United Kingdom. If Socialgist transfers Personal Data to Client that is subject to UK Data Protection Laws, the Parties acknowledge and agree that: (a) the template addendum issued by the Information Commissioner's Office of the United Kingdom and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022 (available at: <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>), as it may be revised from time to time by the Information Commissioner's Office (the "UK Addendum") shall be incorporated by reference herein; (b) the UK Addendum shall apply to and modify the Standard Contractual Clauses solely to the extent that UK Data Protection Laws apply to Socialgist's Processing when making the transfer; (c) the information required to be set forth in "Part 1: Tables" of the UK Addendum shall be completed using the information provided in this Appendix A and the DPA; and (d) either Party may end the UK Addendum in accordance with section 19 thereof.

4. Transfers from Switzerland. If Socialgist transfers Personal Data to Client that is subject to the Swiss FADP, the following modifications shall apply to the Standard Contractual Clauses to the extent that the Swiss FADP applies to Socialgist's Processing when making that transfer: (a) the term "member state" shall not be interpreted in such a way as to exclude data subjects in Switzerland from suing for their rights in their place of habitual residence in accordance with Clause 18(c); (b) the Standard Contractual Clauses shall also protect the data of legal entities until the entry into force of the revised Swiss FADP on or about 1 January 2023; (c) references to the GDPR or other governing law contained in the Standard Contractual Clauses shall also be interpreted to include the Swiss FADP; and (d) the Parties agree that the supervisory authority as indicated in Annex I.C shall be, insofar as the data transfer is governed by the Swiss FADP, the Swiss Federal Data Protection and Information Commissioner.