# Product Specific Terms

The Product Specific Terms below govern your use of the Services. Capitalized terms used in these Product Specific Terms but not defined below are defined in the MessageBird General Terms and Conditions or other agreement with us governing your use of the Services.

## 1. SMS

**1.1. SMS Service**. This Section 1 applies to the use of Short Messaging Service ("**SMS**") as a standalone channel or as an integrated or associated part of other products provided by us or our Affiliates ("**SMS Service**").

**1.2. Basic Principles.** In order to promote successful transmission of legitimate SMS unhindered by filtering or other blockers, you should cooperate with us to prevent and eliminate unsolicited  SMS and any spam. For this purpose, you agree to obtain the required level of consent from each recipient before you initiate any SMS, and you further agree to comply with applicable laws and communications industry and telecommunications carrier standards.

**1.3. Consent and Unsolicited SMS.** You agree to comply with consent obligations according to applicable laws, including, without limitation: (i) getting opt-in or another valid form of consent from each message recipient before initiating any communication to them, particularly for marketing or other non-essential communications; (ii) in case of SMS campaigns, supporting opt-out messages in the message recipient's local language; (iii) not contacting message recipients on do-not-call or do-not-disturb registries; (iv) keeping and maintaining a record of consent for accountability purposes; and (v) providing proof that you have obtained valid consent from the message recipient.

**1.4. Responsibility for Your Customers' Use of Services**. If you provide your own end-users or clients with the ability to send SMS through us, you are responsible for the SMS activity of these users. You must ensure that any SMS activity initiated by your users complies with the Agreement and policies, and applicable laws, regulations, and industry standards, including telecommunications providers' policies. Without limiting or affecting the foregoing, you are responsible for compliance with all obligations that apply to the use of the SMS Service based on applicable laws, which may include the jurisdiction in which the message recipient is located, the sender of the message is registered, or any other nexus that triggers the application of any domestic laws.

**1.5. Prohibited Content and Spam**. You should not, directly or indirectly, initiate any SMS content that is illegal, harmful, unwanted, inappropriate, objectionable, or otherwise poses a threat to the public, even if the content is permissible by law. Other prohibited uses include: (i) content that is prohibited by applicable law in the jurisdiction where the message recipient lives; (ii) hate speech, harassment, exploitative, abusive, or any communications that originate from a hate group; (iii) fraudulent and/or misleading content; (iv) malicious content, such as malware or viruses; (v) content that violates telecommunication carrier standards; and (vi) any content that is designed to intentionally evade filters. Engaging in activities or transmitting through the Services any information that is libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation or age is prohibited.

**1.6. Age and Geographic Restrictions**. If you are sending SMS in any way related to alcohol, gambling, tobacco, firearms, or other adult content, in addition to obtaining consent from every message recipient, you must ensure that no message recipient is below the legal age of consent based on where the message recipient is located. You also must (i) ensure that the SMS content complies with all applicable laws and regulations of the jurisdiction in which the message recipient is located or applicable communications industry guidelines or standards; (ii) communicate during the message recipient's daytime hours only unless it is urgent; and (iii) be able to provide proof that you have in place measures to ensure compliance with these restrictions.

**1.7. No Evasion**. You should not use our platform to circumvent our  or a telecommunications provider's spam or unsolicited SMS detection and prevention mechanisms.

**1.8. Misrepresenting Your Identity (Spoofing).** You will not misrepresent yourself when sending messages over our Services. Spoofing the Sender ID, or otherwise attempting to send misleading messages to end-users in respect to your true nature, is never allowed.

**1.9. Engaging in Fraud**. You will not participe or assist in any way in fraudulent activities, directly or indirectly. If you suspect, know, or should reasonably know or be aware of fraudulent activities you will immediately cease the use of our SMS Service and notify us. Collecting confidential information by requesting responses via messages without prior contact and/ or consent is not allowed. We do not support or accept fraudulent activities. We will make sure to investigate and take the appropriate steps to stop such behavior without undue delay, including notification of the relevant authorities.

**1.10. Sending Mass Marketing or Bulk Messaging**. SMS marketing strategies have a wide range of benefits. However, they have their own rules. Mass marketing restrictions apply and vary from country to country. You are under an obligation to ensure that you are aware of and respect the rules that apply to the transmission of SMS mass marketing or bulk messaging, specifically as to consent..

**1.11. Violations SMS Service Product Specific Terms**. Violations of these provisions may result in deactivation and third party liability. We actively make sure that this practice is respected. You agree to our right to request opt-in proof, together with other relevant information such as the general purpose of your campaign(s) and a sample. If you fail to provide evidence of confirmation of your recipients to have opted-in for receiving these messages within 24 hours from the delivery of our request, we reserve the right to suspend or deactivate your account. When this occurs, the purchased credits will not be refunded. We may also suspend your account in case of complaints from any third-party and/or recipient/end user or in any case when your behavior is reasonably believed to violate [the Agreement](#) , including these Product Specific Terms. You will be solely responsible for all risks, expenses and liabilities arising from or relating to fraudulent usage of the Services by you, your users, your customers and/or your end users, or any other person or entity directly or indirectly making use of the SMS Service. Notwithstanding anything in this Section 1 to the contrary, you are and will remain solely responsible for all usage of our SMS Service, fraudulent or otherwise.

**1.12 Charging.** We will charge you for each SMS that has been initiated by you and processed by our platform in accordance with [the Agreement](#), regardless of actual receipt of such SMS by the recipient.

## 2. VOICE

**2.1. Voice Service**. This Section 2 applies to the use of Voice services as a standalone channel or as an integrated or associated part of other products provided by us or our Affiliates ("**Voice Service**").

**2.2. Permitted Use**. You should ensure that our  Voice Services will be used in accordance with all applicable laws and regulations, including access to emergency services and cooperation with law

enforcement agency requests. It is your responsibility to, for example, (i) adhere to the local laws and regulations regarding do-not-call or do-not-disturb registries; (ii) refrain from transmitting inaccurate calling number information with the intent to defraud, cause harm, or wrongfully obtain something of value; (iii) collect prior express written consent, or other consent required by applicable law, before making unsolicited calls; and (iv) comply with call timing restrictions.

**2.3. Cooperation Against Illegal Robocalling**. You will cooperate with us as necessary, to determine the origin of a voice call that is suspected of being an illegal robocall by identifying (a) the upstream voice service provider from which such voice call entered our or your network; or (b) your own customer or end user, as applicable, if such voice call originated from within our or your network.

**2.4. Recording Calls without Consent**. You will respect consumer and data protection at all times. Before you record your calls, you should notify and obtain the necessary authorization from your end-users if required by applicable laws.

**2.5. Minimum Usage and Call Duration Requirements**. You should not have a high volume of unanswered phone calls or phone calls that are too short in duration, as defined in the applicable laws and regulations.

**2.6. Emergency Services**. You shall not offer any Emergency Services to users. "Emergency Services" means services that allow a user to connect with emergency personnel or Public Safety Answering Points (PSAP), such as 911/112 or E911 services.

**2.7. Engaging in Fraud.** You will not participe or assist in any way in fraudulent activities, directly or indirectly. If you suspect, know, or should reasonably know or be aware of fraudulent activities you will immediately cease the use of our Voice Service and notify us. Collecting confidential information by requesting responses via Voice service without prior contact and/ or consent is not allowed. We do not support or accept fraudulent activities. We will make sure to investigate and take the appropriate steps to stop such behavior without undue delay, including notification of the relevant authorities.

**2.8. Violations Voice Service Product Specific Terms.** Violations of these provisions may result in deactivation and third party liability. We actively make sure that this practice is respected. You agree to our right to request opt-in proof, together with other relevant information such as the general purpose of your campaign(s) and a sample. If you fail to provide evidence of confirmation of your recipients to have opted-in for receiving this Voice Service within 24 hours from the delivery of our request, we reserve the right to suspend or deactivate your account. When this occurs, the purchased credits will not be refunded. We may also suspend your account in case of complaints from any third-party and/or recipient/end user or in any case when your behavior is reasonably believed to violate our Agreement , including these Product Specific Terms. You will be solely responsible for all risks, expenses and liabilities arising from or relating to fraudulent usage of the Services by you, your users, your customers and/or your end users, or any other person or entity directly or indirectly making use of the Voice Service. Notwithstanding anything in this section 2 to the contrary, you are and will remain solely responsible for all usage of our Voice Service, fraudulent or otherwise.

### 3. NUMBERS

**3.1. Numbers Service**. This Section 3 applies to the use of telephone numbers, alphanumeric numbers, and short-codes as a standalone service or as an integrated or associated part of other products provided by us or our Affiliates ("**Numbers Service**").

**3.2. Identification and Disclosure of Use.** You will provide us with correct and accurate information, such as about the intended use and the identity of the actual user of the numbers that we request from you at any point in time.

**3.3. No Ownership**. You acknowledge and agree that the use of our Numbers Service does not grant you any ownership or other rights to telephone numbers other than the limited, revocable use rights expressly set forth in the Agreement.

**3.4. Disconnection of Numbers without Notice**. You do not have the right to use telephone numbers indefinitely and such numbers can be disconnected at any time, without notice, in the following cases: (i) non-compliance with legal, regulatory, self-regulatory, governmental, statutory, or telecommunication network operator's requirements or codes of practice for the use of such numbers; and (ii) numbers used by suspended, terminated, and trial accounts.

**3.5. Disconnection of Numbers with Notice**. You acknowledge and agree that telephone numbers provided by us or our Affiliates may be reclaimed by us, our Affiliates or the applicable supplier, including but not limited to in situations where you do not send sufficient traffic over that telephone number such that the telephone number is unutilized or underutilized, as defined by any local, federal, and/or national regulatory agency and/or governmental organization with oversight over the relevant telephone number and numbering plan; or in situations where you do not send any calls to the telephone number for three (3) consecutive months, whichever is sooner. Except for cases set out in Section 3.4 above,  we will use our best efforts to provide at least seven (7) days advance notice of reclamation via email, except where we are prevented from doing so by applicable law, the competent regulatory agency or governmental organization, or the relevant supplier. For clarity, the disconnection or reclamation of a telephone number does not grant you the right to terminate the Agreement or any Order Form or to suspend any of your obligations under the Agreement.

**3.6. Assignment of Numbers, Porting**. You may not transfer or assign a telephone number unless explicitly agreed by us in writing.

**3.7. Dead Endpoints**. You shall not forward from virtual number provided by us to a dead endpoint (e.g. if you forward from a virtual number, you must make a reasonable attempt to receive or answer the message, as applicable).

**3.8. Violations Numbers Service Product Specific Terms**. Violations of these provisions may result in deactivation and third party liability. We actively make sure that this practice is respected. We may suspend your account in case of complaints from any third-party and/or recipient/end user or in any case when your behavior is reasonably believed to violate the Agreement , including these Product Specific Terms. You will be solely responsible for all risks, expenses and liabilities arising from or relating to fraudulent usage of the Services by you, your users, your customers and/or your end users, or any other person or entity directly or indirectly making use of the Numbers Service. Notwithstanding anything in this section 3 to the contrary, you are and will remain solely responsible for all usage of our Numbers Service, fraudulent or otherwise.

## 4. EMAIL

**4.1 Email Service** This Section 4 applies to the Email Services as a standalone service or as an integrated or associated part of other products provided by us or our Affiliates. "**Email Services**" means each of the following, either collectively or individually, Sparkpost Enterprise, Sparkpost Premium, Sparkpost Premier, SparkPost Starter, Signals, Deliverability Analytics and Recipient Validation.

**4.2 Messaging Policy**. Customer's access to and use of our Email Services is subject to the following requirements. We may, in our sole discretion, take any action we deem appropriate regarding Customer's access to the Email Services, including, without limitation, immediate suspension or termination of Customer's account without notice:

1. **Email Sending Guidelines.**
    a. Use only permission-based marketing email lists (i.e., lists in which each recipient has granted permission to receive email from Customer by affirmatively opting-in)

b. Always include a working "unsubscribe" mechanism in each marketing email that allows the recipient to opt out from Customer marketing mailing list (transactional messages that are exempt from "unsubscribe" requirements of applicable law are exempt from this requirement).

c. Comply with all requests from recipients to be removed from Customer mailing list within ten (10) days of receipt of the request or the appropriate deadline under applicable law.

d. Maintain, publish, and comply with a privacy policy that meets all applicable legal requirements and include in each email a link to the privacy policy applicable to that email if required by applicable law.

e. Include a valid physical mailing address applicable to the email or a link to that information.

f. Do not disguise the origin, or subject matter of, any email or falsify or manipulate the originating message address, subject line, header, or transmission path information for any email.

g. Do not send to: (a) email addresses obtained from purchased or rented email lists; (b) email addresses programmatically generated or scraped from the Internet; or (c) role-based or non-specific addresses (e.g., webmaster@domain.com or info@domain.com) on a routine basis.

h. Do not send emails that result in an unacceptable number of spam or similar complaints (even if the email themselves are not actually spam) or employ sending practices that negatively impact the Email Service or other customers of the Email Service.

i. Do not use the Email Services to send unsolicited bulk email or otherwise considered junk email. Some examples of such emails include affiliate marketing, lead generation, penny stocks, credit repair, illegal gambling, multi-level marketing, pyramid schemes, prostitution, direct to consumer pharmaceutical sales, payday loans, and chain letters.

2. **Restricted Content**. Customer will not submit to the Email Services or use the Email Services to collect, store, or process: (a) social security numbers, passport numbers, military numbers, voter numbers, driver's license numbers, taxpayer numbers, or other government identification numbers; (b) Protected Health Information (as defined by HIPPA), or similar information under other comparable laws or regulations; (c) financial account numbers (including without limitation, credit or debit card numbers, primary account numbers, bank account numbers, related security codes or passwords, or similar information; or (d) "special classes of data" (as defined by GDPR) of EU residents, or similar information under other comparable laws or regulations.

3. **Anti-harassment**. Customer will not use the Email Services to: (a) store, distribute or transmit any malware or other material that Customer know, or have reasonable grounds to believe, is or may be tortious, libelous, offensive, infringing, harassing, harmful, disruptive or abusive; or (b) promote, commit, aid, or abet any behavior, which Customer knows, or has reasonable grounds to believe, is or may be tortious, libelous, offensive, infringing, harassing, harmful, disruptive or abusive. Some examples of the foregoing may include emails that promote racism, homophobia, or other hate speech.

4. **Compliance with Law.** Customer's use of the Email Servicess must comply with all applicable laws, rules, regulations, ordinances, and court orders of any kind of any jurisdiction applicable to Customer, us, and to any recipient. It is Customer's responsibility to be aware of and understand all applicable laws and ensure that Customer and its users of the account comply at all times with applicable law. Some examples of applicable laws include US CAN-SPAM Act, Canada Anti-Spam Law (CASL), EU General Data Protection Regulation (GDPR), member state implementations of the EU ePrivacy Directive, AU Federal Privacy Act

and its Australian Privacy Principles, and other laws relating to data protection, privacy, intellectual property, security, terrorism, corruption, child protection, and import/export laws.

**4.3 Customer Data**. For the Email Service, you hereby grant us a worldwide, non-exclusive, non-transferable (except pursuant to a permitted assignment under the Agreement), royalty-free, perpetual, irrevocable license to use, copy, store, modify, create derivative works of, and otherwise process certain Customer Data, specifically the email addresses of a person receiving an electronic message sent by Customer through the EmailService (an "**Email**"); provided that for each person receiving an email (each, a "**Recipient**"): (i) Customer is not identified as the source of such data; (ii) the email address is pseudonymized ; (iii) the email address is not EEA Personal Data; (iv) the email address is not disclosed to any other customer; and (v) we do not use the email address to send any of our own emails to the Recipient. Customer has all rights, permissions, and/or consents necessary to grant us the rights in the Customer Data as provided in this Agreement.

**4.4 Analytics Data**. Subject to the limitations in this Section, for the Email Services, we and our Affiliates may: (a) collect, extract, compile, synthesize, analyze, attribute, store, and otherwise use data resulting from Customer's use and operation of the Email Service ("**Usage Data**") including, without limitation, routing data (e.g., server hostnames, server IP addresses, and timestamps), delivery data (e.g., whether, when, where, and how an Email was sent or delivered), engagement data (e.g., whether, when, where, and how an Email was opened or clicked), and message data (e.g., message type, tone, length, and presentation); and (b) aggregate or compile Usage Data with other data, including data obtained via third parties and the usage data of our other customers ("**Aggregate Data**"). Usage Data and/or Aggregate Data: (i) will not include any identifiers of Customer as a source of such data; and (ii) will only be used by us and our Affiliates to: (1) provide aggregate research statistics and insights (e.g., publishing average email open rates by city, benchmarking by industry vertical, and analyzing industry trends); (2) optimize delivery, engagement, and conversion of your and other customers' email campaigns (e.g., send time optimization, recipient validation, predictive filtering based on a recipient's propensity to engage, convert, and/or complain, and content selection optimization); and (3) for its own lawful business purposes including operational support and planning, research and development, and additional product functionality.

**4.5 Security Policy.** We will maintain a written and comprehensive information security program, which includes appropriate physical, technical, and administrative controls to protect the security, integrity, confidentiality, and availability of Customer Data including, without limitation, protecting Customer Data against any unauthorized or unlawful acquisition, access, use, disclosure, or destruction, a summary of which is available at www.sparkpost.com/policies/security.

**4.6 SparkPost Premium Services**. If you purchase SparkPost Premium, we will provide SparkPost Premium services in accordance with the current services description available at [insert link to MB website page that includes this copy] ("**SparkPost Premium Support**"). Any updates or modifications to the SparkPost Premium Support description will not materially diminish our responsibilities to provide SparkPost Premium Support during the Term of your SparkPost Premium subscription.

**4.7 SparkPost Enterprise Services**.  If you purchase SparkPost Enterprise, we will provide SparkPost Enterprise services in accordance with the current services description available at [insert link to MB website page that includes this copy] ("**SparkPost Enterprise Support**"). Any updates or modifications to the SparkPost Enterprise Support description will not materially diminish our responsibilities to provide SparkPost Enterprise Support during the Term of your SparkPost Enterprise subscription.

**5. INBOX TRACKER AND COMPETITIVE TRACKER**

**5.1 Inbox Tracker and Competitive Tracker**. This Section 5 applies to each of Inbox Tracker and Competitive Tracker Services as a standalone service or as an integrated or associated part of other products provided by us or our Affiliates.

**5.2 Permitted Use**. You are only permitted to use Inbox Tracker and/or Competitive Tracker for your internal business purposes in accordance with applicable law, as limited by the number of seats identified in the Order Form and any other limitations contained therein ("**Permitted Use**"). Permitted Use includes publishing information derived from the Licensed Data so long as the Licensed Data itself is not disclosed or otherwise reproduced as part of such marketing. **"Licensed Data"** means the information and data contained within Inbox Tracker and/or Competitive Tracker and any further combinations or derivatives of such information and data, including any reports, analyses, summaries, forecasts, predictions, or confidence intervals. You will not disclose the Licensed Data to any third party.

## 6. REPUTABLE SENDER PROGRAM

**6.1 Reputable Sender Program** This Section 6 applies to our Reputable Sender Program Service as a standalone service or as an integrated or associated part of other products provided by us or our Affiliates.

**6.2 Reputable Sender Program**. The Reputable Sender Program (the "**Accreditation Program**") is a performance-based preferential treatment program. The Accreditation Program requires you to adhere to the Reputable Sender Standards defined within the Order (the "**Program Standards**"). If you exceed your permitted email volume listed in the Order during the applicable term, you are required to upgrade your permitted email volume accordingly for an additional fee. We may require you to provide information that is reasonably necessary to confirm the accuracy of your Accreditation Program application and for compliance with the Program Standards.

**6.3 Accreditation Termination for Cause**. You acknowledge and agree that we may terminate your participation in the Accreditation Program if: (i) you are in violation of the Program Standards and do not cure such violation within fifteen (15) business days of being notified of such violation; (ii) the volume of email sent over your IP addresses or domains enrolled in the Accreditation Program exceeds the maximum volume permitted under the Order; or (iii) any of your IP addresses or domains in the Accreditation Program are not in and/or have not been in compliance with Program Standards on multiple occasions (even if you have in each instance cured such non-compliance).

**6.4 Suspension of Accreditation IP Addresses, Domains, and/or Account**. You acknowledge and agree that we may immediately suspend and/or exclude one or more of your IP Address and/or domain from the Accreditation Program for any activity that is inconsistent with the objectives of the Program Standards, as determined by us in our sole discretion.

## 7. EMAIL TEMPLATE DESIGN

**7.1 Email Template Design.** This Section 7 applies to our Email Template Design Service (the "**Taxi for Email Services**") as a standalone service or as an integrated or associated part of other products provided by us or our Affiliates.

**7.2 Template License.** We grant to you a non-exclusive, non-transferable, personal, and non-sublicensable license to: (a) use templates provided by the Taxi for Email Service (the "**Templates**") to input and display the Customer Data; and (b) to customize the Templates as

permitted by the functionality in the Taxi for Email Service or as otherwise specifically agreed by us in writing.

## 8. ON-PREMISES SOFTWARE

**8.1. On-Premises Software.** This Section 8 applies to our On-Prem Software (as defined below) Service as a standalone service or as an integrated or associated part of other products provided by us or our Affiliates.

**8.2 Inapplicable General Terms and Conditions**. Due to the unique nature of on-premises software, the following sections of the General Terms and Conditions do not apply to any purchase of (i) PowerMTA Enterprise Server License, (ii) PowerMTA Standard Server License; (iii) PowerMTA Volume License; (iv) PowerMTA Hot Backup, (v) PowerMTA Management Console, or (vi) PowerMTA Development (individually and collectively, "**On-Prem Software**"): Section 1 (Your Account); Section 2.4 (Account Suspension); Section 2.5 (Maintenance and Downtime); Section 2.7 (SLA); Section 3.1(b) (Our Responsibilities); Section 4.7 (Prepaid Credit); and Section 5.4 (Application License). In the event of a conflict between this Section 8 of the Product Specific Terms and the General Terms and Conditions, this Section 8 of the Product Specific Terms will prevail solely with respect to your use of On-Prem Software.

**8.3. License Grant**. We hereby grant to you a limited, non-exclusive, non-sublicensable, non-transferable license during the Term to use the On-Prem Software purchased under the applicable Order Form in object code form only, subject to the terms and conditions set forth in the Order Form, this Section 8.3 of the Product Specific Terms, and the General Terms and Conditions (the "**PowerMTA License**" or "**PowerMTA Licenses**", as applicable).

**8.4. Use Limitation.** Each PowerMTA License you purchase is limited by either a Server Limitation or a Volume Limitation (each as defined below), which will be noted in the Order Form.  We have the right to audit your use of the On-Prem Software to ensure compliance with the applicable Server Limitation or Volume Limitation, which may include accessing the hardware on which you have installed the On-Prem Software at any time during or after the Term.

    (a)    **Server Limitation**. If your PowerMTA License has a Server Limitation, for each PowerMTA License you purchase you will only be permitted to install, run and use one (1) copy of the object code version of the applicable On-Prem Software on a single Server (a "**Server Limitation**"). A "**Server**" means a machine that processes data using one or more CPUs, and which is owned, leased or otherwise used or controlled by you. Each Server Backup, Server Blade or Server Virtual Machine contained in or emulated on a Server constitutes a separate Server. "**Server Backup**" means a Server that is used only to archive data or to provide standby capability on systems configured for disaster recovery purposes. "**Server Blade**" means a complete computing system on a single circuit board, which will include one or more CPUs, memory, disk storage, operating system and network connections and is designed to be hot-pluggable into a space-saving rack where each rack may contain multiple Server Blades. "**Server Virtual Machine**" means a software implementation of a Server that executes programs like, and emulates, a physical Server. For avoidance of doubt, a single physical Server or Server Blade can host multiple operating systems and include multiple Server Virtual Machines.

    (b)    **Volume Limitation**. If your PowerMTA License has a Volume Limitation, you will be permitted to install, run, and use the On-Prem Software on any number of Servers located at any number of locations during the applicable Term; provided, however your

PowerMTA License will be limited by the number of Emails that you are permitted to send using the On-Prem Software (a "**Volume Limitation**"). The applicable Volume Limitation for your PowerMTA License will be stated in the Order Form. Solely for purposes of this Section 8.4 of the Product Specific Terms**,** an "**Email**" is an outbound digital message sent by you using the On-Prem Software. For any PowerMTA License with a Volume Limitation, you agree to enable and not disable the On-Prem Software's outbound HTTPS connection that allows us to track the number of Emails sent by you.

**8.5. Server License Outbound Connection.** If you purchase an Enterprise PowerMTA License with a Server Limitation, the number of outbound connections is unlimited. If you purchase a Standard PowerMTA License with a Server Limitation, you are only permitted a maximum of three (3) outbound connections per each Standard PowerMTA License purchased. This Section 8.5 does not apply to you if your PowerMTA License has a Volume Limitation.

**8.6. Support Services**. Unless otherwise explicitly stated in the Order Form, On-Prem Software standard support services are included during the Term of any annual PowerMTA Enterprise License, PowerMTA Standard License, or PowerMTA Volume License purchase and consists of: (a) technical assistance by email and over the phone, and (b) to the extent each of the following are made commercially available by us to our customer base generally, (i) access to major and minor releases, (ii) access to fixes and patches, and (iii) documentation for the On-Prem Software ("**On-Prem Support Services**"). The On-Prem Support Service does not cover problems arising from your own hardware or other software that is not ours or we do not provide, compatibility problems between the On-Prem Software and your own hardware and other software that is not ours or we do not provide, or problems resulting from using the On-Prem Software in violation of the Order Form, this Section 8.6 of the Product Specific Terms, and the General Terms and Conditions.

**8.7. Your Responsibilities.** For On-Prem Software only, Section 3.2 of the General Terms and Conditions is replaced with the following language:

**3.2 Your Responsibilities.** You agree to use the On-Prem Software only in accordance with how the On-Prem Software has been made available to you by us, these Terms and any applicable Documentation, Order Form(s), documentation on the Site, and applicable law. You will be solely responsible for (a) all use of the On-Prem Software, including prohibited acts such as reverse engineering, copying, disassembling, decompiling, or modifying (except with respect to modifying sample programs as specifically permitted under Section 8.8 (Sample Programs) of the Product Specific Terms), copying or creating derivative works (except with respect to creating derivative works of sample programs as specifically permitted under Section 8.8 (Sample Programs) of the Product Specific Terms) of any part of the On-Prem Software and Documentation; (c) any data and other information or content you process and/or send using the On-Prem Software ("**Customer Data**"). You will not transfer, resell, lease, license, or otherwise make available the On-Prem Software to third parties. You agree to provide prompt and reasonable cooperation regarding information requests we receive from law enforcement and regulatory authorities. You are responsible for preventing unauthorized access to or use of the On-Prem Software and will notify us promptly of any such unauthorized access or use. We will not be liable for any loss or damage arising from unauthorized use of the On-Prem Software. You will not use the On-Prem Software or permit it to be used to transmit any Emails and/or Email content that is unsolicited and/or violates any legal, regulatory, self-regulatory, governmental, statutory requirements or codes of practice.

**8.8. Sample Programs**. Notwithstanding Section 5.1 of the the General Terms and Conditions, the sample programs included within the On-Prem Software to facilitate custom programming and use of the On-Prem Software's APIs may be modified and used by you solely in connection with the PowerMTA License during the Term.

**8.9. On-Prem Software Customer Data**. Notwithstanding Section 5.2 (Our Data), Section 5.3 (Your Data), and Section 7.1 (Your Reps and Warranties) of the the General Terms and Conditions, we acknowledge that the nature of the On-Prem Software means that Customer Data (including, but not limited to, recipient email addresses and Email content) sent using the On-Prem Software will remain solely on your Servers on which you install the On-Prem Software. You will not provide us with any Customer Data through your use of the On-Prem Software other than: (a) your business contact data for (i) invoicing, billing and other business inquiries, and (ii) contract management; and (b) your PowerMTA License usage data, including, but not limited to, the number of Emails you send using a PowerMTA License with a Volume Limitation, for our legitimate internal business purposes such as monitoring your compliance with PowerMTA License contractual limitations.

**8.10. Indemnification Exclusions.** In addition to the exclusions already provided in the last sentence of Section 8.1 (Indemnification by Us) of the General Terms and Conditions and solely with respect to any Infringement Claim (as defined therein) arising out of the On-Prem Software, we will have no liability or obligation under Section 8.1 (Indemnification by Us) of the General Terms and Conditions arising from or out of: (a) failure to use updates to the On-Prem Software made available by us that would have avoided the alleged infringement; or (b) use of the On-Prem Software not in accordance with any applicable user documentation or specifications. This Section 8.10 will survive any termination under Section 11 of the General Terms and Conditions.

**8.11. Termination Deletion Obligations.** Upon the effective date of termination or expiration of the Agreement or any Order Form including On-Prem Software: (a) you are required to delete the On-Prem Software and any updates, modifications and copies of the On-Prem Software, and documentation from your Server(s); and/or (b) if the On-Prem Software was initially delivered to you on physical storage media, you are required to return the On-Prem Software and any updates, modifications and copies of the On-Prem Software to us. We have the right to require you to certify in writing to us that you have complied with the deletion and/or return obligations in this Section 8.11.  This Section 8.11 will survive any termination under Section 11 of the General Terms and Conditions.

**9. Push Notifications API**

**9.1. Push Notifications API Services.** This Section 9 applies to each of the Pusher RTC Channels Service and the Pusher Beams Service ("**Push Notifications API Services**") as standalone services or as an integrated or associated part of other products provided by us or our Affiliates.

**9.2 Fee Threshold**. You agree to adhere to the  pricing plan you select in connection with your use of the Push Notifications API Services free of charge up to the then-current usage quotas specified at https://pusher.com/legal/quotas for your selected pricing plan for the Push Notifications API Services ("**Fee Threshold**"), which quotas we may update from time to time. You may discontinue your use of the free of charge Push API Service at any time. Once you reach the Fee Threshold, your use of the Push Notifications API Services will be suspended until you have upgraded to a paid-for plan.

**9.3 Upgrading to Paid-for Plans**. Once you have upgraded to a paid-for plan, a bill will be issued to your account for all Services Fees due under your plan, provided they are within the Fee Threshold for the applicable plan. For use of the Push Notification API Services in excess of any portion of the Fee Threshold, you shall be responsible for all charges up to the amount set in your account.

**9.4 Usage Limits**. Unless otherwise specified in the Order Form, your use of the Push API Service is subject to the usage limitations set out from time to time at https://pusher.com/channels/pricing ("**Usage Limits**").

**9.5 Usage Limits Notifications**. You will receive a notification on the email address used to register for the Services when you are at 80% and 100% of the Usage Limits. You can add additional email addresses for receiving such notifications or receive notifications via other platforms designated in your account settings.

**9.6 Billing.** Unless otherwise specified in the Order Form, we will invoice the Services Fees upfront on an annual basis. Our measurement of usage statistics is final for billing purposes.

**9.7 Changes to Access Credentials.** We may change passwords or other access credentials if necessary for security reasons at any time by giving you one (1) business day notice.

**9.8 IP Addresses**. We may process your and your end users' IP addresses for error logging and monitoring issues as part of providing the Push Notifications API Services. If an end user receives an application error, we may store the related IP address for up to 14 days. We will only store the 100 most recent errors and related end user IP addresses.

**9.9 Open Source Licenses**. Open source software licenses for components of the Push Notifications API Services released under an open source license constitute separate written agreements. To the extent that the open source software licenses expressly supersede the Agreement, the open source licenses govern your use of the components of the Push Notifications API Services released under an open source license.

**9.10 Promotional Contests**. If you agree to participate in a contest promoted by us in connection with the Push Notifications API Services, you acknowledge and agree to the terms found at https://pusher.com/legal/contests.

**10. VIDEO**

**10.1 Video.** This Section 10 applies to our video-first customer engagement platform ("**Video Service**") as standalone service or as an integrated or associated part of other products provided by us or our Affiliates.

**10.2 Service and User Roles**. The Video Service distinguishes between five user roles. Each role has different authorization rights and various levels of access to information: (i) "**Administrators**" have full access to the system and all functionalities of the Video Service; (ii) "**Users**" are individuals authorized by Administrators who can schedule and manage their own sessions and can see reviews left by Guests; (iii) "**Managers**" have the same permissions as Users, provided that they can also schedule sessions on behalf of other Users; (iv) "**Planners**" can schedule and manage sessions for Users but can not do sessions themselves; and (v) "**Guests**" are individuals authorized to join sessions by Administrators, Users, Managers, and/or Planners. You are responsible for assigning user roles and managing the use of the Video Service according to those roles.

**10.3 Services Fees**. Unless otherwise specified on the Order Form, one-off Service Fees relating to the set-up and installation of the Video Service are due and payable immediately upon signing of the relevant Order Form. The monthly subscription Service Fees will apply from the date the Video Service is made available to you.

**10.4 Independent Customer Terms and Conditions**. The Video Service enables you to make your own terms and conditions available to Guests, which apply only to the relationship between you and your Guests. When you enter into an agreement with a Guest via a video session ("**Session**") using the Video Service, we do not become a party to such agreement.

**10.5 Use Restrictions**. You may not frame or utilize framing techniques to enclose any of our intellectual property rights without our express written consent. You may not use any meta tags or any other "hidden text" utilizing our intellectual property rights without our express written consent.

**10.6 Fair use.** A Customer may use functionalities within the Video Service that are delivered through a third-party provider, including, but not limited to, usage of international telephone numbers

("**Third-Party Functionality**"). These Third-Party Functionalities are not included in the Video Service licensing fee. In the event that the Customer's usage of the Third-Party Functionalities exceeds 5% of the monthly Video Service licensing fee, we may bill these fees directly to the Customer. The Customer shall pay the fees in accordance with the Agreement.

**10.7 Recordings.**

**10.7.1** The functionality for recording, storing, downloading and deleting video calls can be made available by us on request by Customer.

**10.7.2** Customer is responsible for compliance with all applicable laws and regulations to Customer's use of the video call recording functionality, including but not limited to, data protection laws and intellectual property rights.

**10.7.3** A file will be created during the (video) call which contains the selected content of the video call.

**10.7.4** Video call recordings can be stored with us, or on premise with the Customer. Depending on the type of storage, the following applies:

> **10.7.4.1** With us: The file will be encrypted and stored in a designated folder on the cloud server used by us. The file can be downloaded directly by Customer in MP4 format through a secured connection. This storage lasts until the moment the Customer chooses to delete the file or until the Customer terminates the Agreement, whichever is sooner.

> **10.7.4.2** Transferring from us to external storage: Transferring of the files to the Customer is done through Customer's transfer mechanism of choice. We will count the transfer as successful once it has initiated the transfer of the file, using the Customer's transfer mechanism of choice and storage location of choice. Due to external factors (such as availability and updates of the Customer's transfer mechanism and storage location of choice) we cannot guarantee the successful transfer of the file from us to the Customer's storage location of choice. We therefore offer Customer to keep a back-up of the file(s) in our encrypted storage, before deleting the file(s) held by us. We will keep the back-ups with due care and diligence. Upon request of the Customer, we can also retain the file(s) in back-up until the Customer has confirmed to us that a file is transferred successfully. In this situation Customer is fully responsible for quality assurance of the video call recordings and to make sure that this confirmation is correct.

> **10.7.5** In case Customer uses manual recordings (where recordings may be started/stopped manually in the video call) the source data from us is leading in identifying when the recording started/stopped.

> **10.7.6** We are not liable for any loss / deletion of video call recordings. We are not liable for any claims from Administrators, Users, Managers, Planners and/or Guests regarding the video call recordings.

> **10.7.7** Customer is responsible to inform their Guests that the video call is being recorded and stored, taking into account the information obligations under the data protection laws. We assume no responsibility when Customer fails to do so.

> **10.7.8 Prohibited Use:** Customer agrees that it will not use, and will not permit any Administrator, User, Manager, Planner and/or Guest to use the Services in violation of any of our terms or in a manner that violates applicable laws and regulations, including but not limited to, anti-spam, export control, privacy, and anti-terrorism laws and regulations and laws requiring the consent of subjects of audio and video recordings. Customer also agrees to be solely responsible for compliance with all such laws and regulations.

**10.8 Conversation Intelligence.**

**10.8.1** The functionality for conversation intelligence can be made available by us on request of Customer. Conversation intelligence converts the recording of a video call into a text file. This text file can be further analyzed with optional add-on functionality including but not limited to, the 24sessions Goal Tracker that checks if key topics have been discussed in the conversation.

**10.8.2** In order to utilize this functionality, Customer agrees to the following: (a) use of our subprocessor Google Cloud to process the audio tracks of the conversations; and (b) use of the recording functionality of the Video Service as listed under the 'Recordings' article.

## 11. SUPPORT SERVICES

**11.1 MessageBird.** If Customer purchased a support plan during the Term, we shall provide support services to Customer in accordance with our then-current support plan for the relevant Service available at https://messagebird.com/en/pricing/support or as otherwise agreed in writing from you by separate agreement.

**11.2. Push Notifications API Service.** If Customer purchased a Push Notifications API Service support plan during the Term, we shall provide support services to Customer in accordance with our then-current support plan for Push Notifications API Services available at https://pusher.com/channels/pricing or as otherwise agreed in writing from you by separate agreement. If Customer has not purchased an API Service support plan, we shall provide support services to Customer in accordance with our then-current support plan for Push Notifications API Services available at https://pusher.com/legal/support or as otherwise provided in writing to Customer.

## 12. GOOGLE BUSINESS MESSAGES

**12.1 Google Business Messages Online Terms**. You acknowledge and agree that your use of Google Business Messages ("**GBM Service**") is subject to the terms and policies provided by Google LLC and/or its affiliates ("**Google**"), including without limitation the Google APIs Terms of Service (currently available at https://developers.google.com/terms/) and any supplemental or other terms or policies that may be provided separately by us or Google or its affiliate(s), all as may be amended from time to time (the "**Online Terms**"). You will not use the GBM Service (including beta products) in a way that would violate the Online Terms.

## 13. FACEBOOK MESSENGER

**13.1 Facebook Online Terms.** You acknowledge and agree that your use of Facebook Messenger ("**Facebook Messenger Service**") is subject to the terms and policies provided by Facebook, Inc. and/or its affiliates ("**Facebook**"), including without limitation the Testing Terms (currently available at https://www.facebook.com/legal/BetaProductTestingTerms), and the Facebook Terms (currently available at https://www.facebook.com/terms.php?ref=p), the Community Standards (currently available at https://www.facebook.com/communitystandards/), the Commercial Terms (currently available at https://www.facebook.com/legal/commercial_terms), the Platform Terms (currently available at https://developers.facebook.com/terms), the Developer Policies (currently available at https://developers.facebook.com/devpolicy), and any supplemental or other terms or policies that may be provided separately by usor Facebook, all as may be amended from time to time (the "**Online Terms**"). You will not use the Facebook Messenger Service (including beta products) in a way that would violate the Online Terms.

## 14. INSTAGRAM

**14.1 Instagram Online Terms.** You acknowledge and agree that your use of the Instagram Business Service (regardless of whether on the Instagram or Facebook Messenger platform) is subject to the terms and policies provided by Facebook, Inc. and/or its affiliates ("**Facebook**"), including without limitation the Testing Terms (currently available at https://www.facebook.com/legal/BetaProductTestingTerms), and the Facebook Terms (currently

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available at https://www.facebook.com/terms.php?ref=p), the Community Standards (currently available at https://www.facebook.com/communitystandards/), the Commercial Terms (currently available at https://www.facebook.com/legal/commercial_terms), the Instagram Terms of Use (currently available at https://help.instagram.com/581066165581870 and includes the Community Guidelines (currently available at https://help.instagram.com/477434105621119?helpref=page_content), the Platform Terms (currently available at https://developers.facebook.com/terms), the Developer Policies (currently available at https://developers.facebook.com/devpolicy), and any supplemental or other terms or policies that may be provided separately by us or Facebook, all as may be amended from time to time (the "**Online Terms**"). You will not use the Instagram Business Service (including beta products) in a way that would violate the Online Terms.

**14.2 Page User Permissions.** By linking an Instagram account to a Facebook Page, you enable the ability for all users with a page role of moderator or higher ("**Page Users**") to view and respond to user-initiated questions for customer support on Instagram ("**IG Messages**"). As the owner of such an Instagram account, you acknowledge and agree that Page Users will have the ability to view and respond to IG Messages.

**14.3 Testing and approvals**. You acknowledge that the provision of the Instagram Business Service is subject to Facebook's approval and the compliance with the requirements set out in the Agreement and the Online Service.

**14.4 Quality Requirement.** You agree to provide human agents to receive, and respond to, escalations as part of its use of the Instagram Business Service. You may use automation (i.e., means of responding to messages other than via human agents) to send "away" messages solely to communicate opening hours or hours of availability if your message is received when the your business is closed (e.g., due to a public holiday or after business hours) or outside of the your live agent hours, and in other scenarios as allowed by Facebook. You will otherwise only use human responders and will not use bots or other forms of automation.

**14.5 Consent to Sending IG Messages**. You hereby give us consent to send IG Messages on your behalf.

**14.6 Quality Guidelines.** You must respond to substantially all IG Messages within twenty-four (24) hours of receipt during regular service hours of operation and shall use best effort to resolve any inquiry within IG Messages rather than requesting that a customer call a service phone number or directing to any other support channel.

**14.7 Compliance Reviews.** Without limiting the terms set forth in the Agreement, you acknowledge and understand that Facebook (or contractors' on Facebook's behalf) may conduct compliance reviews of your use of Instagram Business Service to ensure compliance with the Online Terms.

## 15. LINE

**15.1** You acknowledge and agree that your use of LINE ("**LINE Service**") is subject to the terms and policies provided by LINE Corporation and/or its affiliates ("**LINE**"), including but not limited to the LINE Terms and Conditions of Use currently available at https://terms.line.me/line_terms/ and the LINE privacy policy currently available at https://terms.line.me/line_rules/, as may be amended from time to time, and any further agreements, policies and guidelines provided by LINE and/or by us, as amended from time to time ("**Online Terms**"). You will not use the LINE Service (including beta products) in a way that would violate the Online Terms.

## 16. TWITTER

**16.1 Twitter Online Terms.** You acknowledge and agree that your use of the Twitter service ("**Twitter Service**") is subject to the terms and policies provided by Twitter International Company and/or its affiliates ("**Twitter**"), including without limitation the Twitter Terms of Service (currently available at https://twitter.com/tos) and any supplemental or other terms or policies that may be provided by us, Twitter or their respective affiliate(s), all as may be amended from time to time (the "**Online Terms**").

You will not use the Twitter Service (including beta products) in a way that would violate the Online Terms.

**16.2 Suspension and Termination**. In addition to any other grounds for suspension or termination included in the Agreement, we may suspend or terminate your access to and use of the Twitter Service and delete any Customer Data obtained by us through your use of the Twitter Service on our own account or upon written instruction from Twitter for any or no reason.

**16.3 Sending and Receiving Twitter**. You hereby give us consent to retrieve and accept non-public information (including but not limited to direct messages, protected Tweets, and activity and engagement insights about Tweets) relating to your Twitter account to the extent necessary to provide the Twitter Service.

## 17. VIBER

**17.1 Acceptable Use**. In addition to the use restrictions set out in the Terms, you will: (i) only send messages to users who have consented to receive messages by opting in or actively registering with you, did not revoke such agreement, and who are of legal age to receive such messages according to applicable laws; (ii) ensure that all messages comply with all terms and guidelines provided by Viber Media S.a.r.l. ("**Viber**"), including without limitation the Viber Terms of Use available at https://www.viber.com/en/terms/viber-terms-use/ and the Viber Public Content Policy available at https://www.viber.com/en/terms/viber-public-content-policy/, as may be amended from time to time; (iii) not allow any third party to use your verified messages channel, (iv) send messages that contain or transmit viruses, worms, defects, Trojan horses, or any malicious code; and (iv) not send messages that falsely expresses or implies that the content is sponsored or endorsed by Viber.

**17.2 Opt-In Data**. You will keep a record of consent obtained from users as described in Section 17.1 and shall present such data upon Viber's request.

## 18. WECHAT

**18.1 WeChat Terms**. You acknowledge and agree that your use of the WeChat services ("**WeChat Service**") is subject to the terms and policies provided from time to time by WeChat International Pte. Ltd., Tencent International Services Europe B.V. and/or their affiliates ("**WeChat**"), including without limitation the WeChat Terms of Service (currently available at https://www.wechat.com/en/service_terms.html) and the WeChat Acceptable Use Policy (currently available at https://www.wechat.com/en/acceptable_use_policy.html).

**18.2 Data Protection**. We may anonymize, permanently delete or render unreadable any Customer Personal Data sent or received through the WeChat Service if requested by WeChat. We shall have no liability for any loss of or damage to Customer Personal Data anonymized, rendered unreadable or deleted in accordance with this Section 14.2.

## 19. WHATSAPP

**19.1 WhatsApp Online Terms.** You acknowledge and agree that your use of the WhatsApp Service is subject to the terms and policies provided by WhatsApp, Inc. and/or its affiliates ("**WhatsApp**"), including without limitation the Facebook Terms for WhatsApp Business Solution Providers (currently available at https://www.whatsapp.com/legal/business-terms-for-service-providers/?lang=en), the WhatsApp Business Solution Terms (currently available at https://www.whatsapp.com/legal/business-solution-terms), the WhatsApp Business Terms of Use (currently available at https://www.whatsapp.com/legal/business-terms/), the WhatsApp Business Policy (currently available at https://www.whatsapp.com/legal/business-policy/), the WhatsApp Brand Guidelines (currently available at https://whatsappbrand.com/), the WhatsApp Business Data Processing Terms (currently available at https://www.whatsapp.com/legal/business-data-processing-terms-20210927), and any supplemental or other terms or policies that may be provided by us, WhatsApp or WhatsApp's affiliate(s), all as may be amended from time to time (the "**Online Terms**"). You will not use the WhatsApp Service (including

beta products) in a way that would violate the Online Terms. You hereby explicitly authorise us to accept Online Terms on your behalf and on behalf of any of your Affiliates using the WhatsApp Service under your account.

**19.2 Use of ISVs**. You may not grant any independent third party ("**ISV**") access to the WhatsApp Service and/or your WhatsApp messages sent through the WhatsApp Service without prior written approval of such ISV by WhatsApp, which approval must be requested through us. If you are an ISV or have engaged or intend to engage an ISV that will use or have access to the WhatsApp Services, you must immediately notify us. In such case, you will agree to comply with additional requirements, including additional Online Terms, as well as provide the necessary information that we or WhatsApp may require. We may immediately suspend your use of the Whatsapp Services if you (i) operate as an ISV and/or (ii) engage an ISV in connection with the use of WhatsApp Services without prior written approval of WhatsApp.

**19.3 Suspension and Termination**. In addition to any other remedies included in the Agreement, we may suspend or terminate your access to and use of the WhatsApp Service if you no longer have an active WhatsApp account or upon written instruction from WhatsApp for any or no reason.

**19.4 Service Fees for WhatsApp Conversation-Based Messages**. The Service Fees for WhatsApp Conversation-Based messages shall be equal to the rates set by Facebook or WhatsApp, as amended from time to time ("**Conversation-Based WhatsApp Rates**"). If and as long as you meet the criteria for preferential rates for Conversation-Based WhatsApp Rates set by Facebook or WhatsApp, we will apply such preferential rates to the extent that we are enabled or permitted to do so by Facebook or WhatsApp.