

## **Product Specific Terms**

Last Modified: **September 1, 2023**

### **PLEASE READ THESE TERMS CAREFULLY.**

The Insight68 Product Specific Terms are intended to highlight some of the important things about using our different products. The Product Specific Terms form part of the Insight68 Customer Terms of Service (the "TOS") and are hereby incorporated therein.

If you are using any of the product(s) or service(s) described below, the terms corresponding to those product(s) applies to your use.

- 1. Insight68 Trial and Free Services**
- 2. Insight68 Products**
- 3. Consulting & Other Services**
- 4. Service Uptime Commitment**
- 5. Customer Support**

### **1. INSIGHT68 TRIAL AND FREE SERVICES**

#### **1.1 Insight68 Trial Subscription Fees**

Insight68 Trial is free. If you use the Insight68 Trial, we will make those services available to you free of charge until (a) the date on which your free subscription is terminated or (b) the start date of your paid subscription.

#### **1.2 Limits**

We may change the limits that apply to your use of the 'Trial' Services at any time in our sole discretion without notice to you, regardless of whether or not these are used in conjunction with other products or services for which you pay us a fee.

#### **1.3 Modifications**

We may make changes to the Insight68 Trial Services that materially reduce the functionality provided to you during the Subscription Term.

#### **1.4 Non-Renewal Notice Period**

To prevent the continuation of the Subscription Term of a free subscription, you or we may close your account.

#### **1.5 Retrieval of Customer Data.**

For the Insight68 Trial and Free Services, we will not provide you with any access to Customer Data after termination or expiration of your subscription. If you want to retain any Customer Data after your Subscription Term ends, we recommend you export that data from your Insight68 account in advance.

### **1.6 Unified Database.**

By using Insight68 Trial with other parts of the Subscription Service, you understand that all Contact Information will be stored in a unified database of Contacts associated with your subscription, and that all workflows you use will pull from this unified list of Contacts.

## **2. INSIGHT68 PRODUCTS**

### **2.1 Definitions**

The list of Insight68 products included in your subscription will be in your Order.

"Named Users" means the login, name, email address, phone number, and similar information submitted by you to the Subscription Service. Each Named User is a unique user in Insight68.

"Users" means a Named User.

"Maximum Named Users" means the maximum number of users who are permitted to use the Subscription Service as identified in your Order Form.

"Disk Space" means the amount of storage provided to use with the Subscription Service.

"Maximum Disk Space" means the maximum available disk space allocated to use with the Subscription Service as identified in your Order Form.

"Automatically Increase Limits" means that Insight68 will increase your Named Users and Disk Space when they are exceeded. This option will be enabled or disabled based on your Subscription Order.

Terms not otherwise defined here will have the meaning as set out in the Master Terms.

### **2.2 Subscription Fees**

The Subscription Fees will remain fixed during the Subscription Term unless you:

- (i) exceed your Maximum Named Users or Maximum Disk Space limits,
- (ii) add additional users,
- (iii) upgrade products or base packages,
- (iv) subscribe to additional features or products, or
- (v) unless otherwise agreed to in the Order.

You can learn more about how your fees may be otherwise adjusted in the remainder of this 'Fees Adjustments' section below.

## **2.3 Fee Adjustments**

### **2.3.1 Exceeding Your Maximum Named Users**

If you reach your Maximum Named Users Limit,

- (i) Insight68 will “Automatically Increase Limits” with additional User Pack(s) in your Order, by default. Your fee will increase per additional User Pack(s) during the course of the current Billing Period
- (ii) Insight68 will “Automatically Increase Limits” with additional User(s) in your Order, by default. Your fee will increase per additional User(s) during the course of the current Billing Period.
- (iii) to disable “Automatically Increase Limits” a request must be submitted and confirmed with Insight68 Sales, then you will not be able to add more Users. You may increase your Named Users Limit by manually purchasing additional Named Users or User Packs, in which case your fee will increase during the course of a Billing Period.

### **2.3.2 Exceeding your Maximum Disk Space Limit**

If you reach your Maximum Disk Space Limit,

- (i) Insight68 will “Automatically Increase Limits” with additional Disk Space(s) of 100 GB in your Order, by default. Your fee will increase per additional User Pack(s) during the course of the current Billing Period
- (ii) to disable “Automatically Increase Limits” a request must be submitted and confirmed with Insight68 Sales, then you will not be able to use more Disk Space. You may increase your Disk Space Limit by manually purchasing additional Disk Space(s), in which case your fee will increase during the course of a Billing Period.

### **2.3.3 Other Fee Adjustments**

The Subscription Fee will increase during a Billing Period if you:

- (i) purchase additional Named Users,
- (ii) purchase additional Disk Space,
- (iii) change or add products, or
- (iv) subscribe to additional features for use during the Billing Period.

We may choose to decrease your fees upon written notice to you.

## **2.4 Managing your Named Users and Disk Space**

We will monitor or audit remotely the number of Named Users in the Subscription Service and the amount of Disk Space that you are using on the Subscription Service. This information is also made available to you in your Insight68 account or by email.

## **2.5 Limits**

For Insight68 products, on renewal, the current product usage limits in your Order will apply to your subscription, unless you and we otherwise agree.

## **2.6 Downgrades**

For Insight68, you may not downgrade your subscription, in order to avoid additional charges. You should purchase the appropriate tier of Subscription Service for your anticipated needs.

## **2.7 Modifications**

We will not make changes to the Insight68 products that materially reduce the functionality provided to you during the Subscription Term.

## **2.8 Non-Renewal Notice Period**

Unless otherwise specified in your Order, to prevent renewal of Insight68 products, you or we must give written notice of non-renewal and this written notice must be received no less than ten (10) days in advance of the end of the Subscription Term.

## **2.9 Retrieval of Customer Data.**

For Insight68 paid services, if you make a written request within thirty (30) days after termination or expiration of your subscription, we will provide you with temporary access to the Subscription Service to retrieve data, or we will provide you with copies of, all Customer Data then in our possession or control. If we provide you with temporary access to the account, we may charge a re-activation fee. Thirty (30) days after termination or expiration of your Subscription, we will have no obligation to maintain or provide you the Customer Data. We will delete all Customer Data in our systems or otherwise in our control unless (i) we are legally prohibited or (ii) set out in the 'Deletion or Return of Personal Data' section of the DPA, then such Personal Data shall be Processed in accordance with our DPA.

# **3. CONSULTING AND OTHER SERVICES**

## **3.1 Consulting Services**

You may purchase Consulting Services by placing an Order with us. Unless we otherwise agree, the Consulting Services we provide will be delivered in English. Fees for these Consulting Services will be documented in a Statement of Work.

## **3.2 Location.**

All Consulting Services are performed remotely, unless you and we otherwise agree. For Consulting Services performed on-site, you will reimburse us our reasonable costs for all expenses incurred in connection with the Consulting Services. Any invoices or other requests for reimbursements will be due and payable within thirty (30) days of the date of the invoice.

## **3.3 Delivery.**

If there are a specific number of hours included in the Consulting Services purchased, those hours will expire as indicated in the applicable description, which expiration period will commence upon purchase (the “Expiration Period”).

If there are deliverables included in the Consulting Services purchased, it is estimated that those deliverables will be completed within the time period indicated as the delivery period in the applicable description, which delivery period will commence upon purchase (the “Delivery Period”). If there is no Expiration Period or Delivery Period indicated, then it will be one hundred and eighty (180) days from purchase.

If the Consulting Services provided are not complete at the end of the Delivery Period due to your failure to make the necessary resources available to us or to perform your obligations, such Consulting Services will be deemed to be complete at the end of the Delivery Period. If the Consulting Services provided are not complete at the end of the Delivery Period due to our failure to make the necessary resources available to you or to perform our obligations, the Delivery Period will be extended to allow us to complete such Consulting Services.

### **3.4 Third Party Providers.**

We might provide some or all elements of the Consulting Services through third party service providers. Consulting Services are non-cancellable and all fees for Consulting Services are non-refundable.

### **3.5 Communication Services.**

"Communication Services" means third-party forums, online communities, blogs, personal web pages, calendars, and/or other social media communication facilities (such as Facebook, Twitter and LinkedIn) linked to or from the Subscription Service that enable you to communicate with the public or with a private group.

You agree to use Communication Services only in compliance with any terms of use specified by each Communication Service. We do not control the content, messages or information found in the Communication Services. We will not have any liability with regards to the Communication Services and any actions resulting from your use of the Communication Services.

### **3.6 Data Practices and Machine Learning**

We may monitor use of the Subscription Service by all of our customers and use the information gathered in an aggregate and anonymous manner. You agree that we may use and publish such information, provided that such information does not incorporate any Customer Data and/or identify you. For clarity, any data provided to other customers or third parties will only be in an aggregated and anonymous manner. We use Customer Data in an anonymized manner for machine learning that supports certain product features and functionality within the Subscription Service.

### **3.7 Alpha/Beta Services.**

If we make alpha or beta access to some or all of the Subscription Service (the “Alpha/Beta Services”) available to you (i) the Alpha/Beta Services are provided “as is” and without warranty

of any kind, (ii) we may suspend, limit, or terminate the Alpha/Beta Services for any reason at any time without notice, and (iii) we will not be liable to you for damages of any kind related to your use of the Alpha/Beta Services. If we inform you of additional terms and conditions that apply to your use of the Alpha/Beta Services, those will apply as well. We might require your participation to be confidential, and we might also require you to provide feedback to us about your use of the Alpha/Beta Services. You agree that we own all rights to use and incorporate your feedback into our services and products, without payment or attribution to you.

### **3.8 Third Party Sites and Products.**

Third-Party Sites and Products are not under our control. Third-Party Sites and Products are provided to you only as a convenience, and the availability of any Third-Party Site or Product does not mean we endorse, support or warrant the Third-Party Site or Product.

## **4. SERVICE UPTIME COMMITMENT**

4.1 For the purposes of this 'Service Uptime Commitment' section, the following definitions shall apply:

"Priority 1"

One or more services aren't accessible or are unusable. Production, operations, or deployment deadlines are severely affected, or there will be a severe impact on production or profitability. Multiple users or services are affected.

"Priority 2"

The service is usable but in an impaired fashion. The situation has moderate business impact and can be dealt with during business hours. A single user, customer, or service is partially affected.

"Priority 3"

The situation has minimal business impact. The issue is important but does not have a significant current service or productivity impact for the customer. A single user is experiencing partial disruption, but an acceptable workaround exists.

"Excluded" means the following: (i) unavailability caused by circumstances beyond our reasonable control, including, without limitation, acts of God, acts of government, emergencies, natural disasters, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving our employees), or any other force majeure event or factors; (ii) any problems resulting from Customer's combining or merging the Subscription Service with any hardware or software not supplied by us or not identified by us in writing as compatible with the Subscription Service; (iii) interruptions or delays in providing the service resulting from telecommunications or internet service provider failures outside of our datacenter as measured by our third party website availability monitoring provider; and (iv) any interruption or unavailability resulting from the misuse, improper use, alteration, or damage of the Subscription Service.

"Service Uptime" means (total hours in calendar month - unscheduled maintenance which causes unavailability - Priority 1 issue durations - scheduled maintenance - Excluded) / (Total hours in calendar month - scheduled maintenance - Excluded) X 100%.

4.2 We will use commercially reasonable efforts to meet a Service Uptime of 99.99% for our Subscription Service in a given calendar month. All availability calculations will be based on our system records. Notwithstanding anything to the contrary in this Agreement, as Customer's sole and exclusive remedy for failure to meet availability or support commitments, in the event there are two (2) or more consecutive calendar months during which the Service Uptime falls below 99.99% in a given calendar month, the Customer will be entitled to receive a credit equal to the pro-rated amount of fees applicable to the downtime as measured within two (2) or more consecutive calendar months during which the Service Uptime falls below 99.99%, which credit shall be applied against an invoice or charge for the following renewal Subscription Term, provided Customer requests such credit within twenty (20) days of the end of the relevant calendar month. Notwithstanding anything to the contrary in the Agreement or this section, this 'Service Uptime Commitment' section does not apply to our Free Services. A complete description is contained within the Service Level Agreement (SLA).

## **5. CUSTOMER SUPPORT**

If you pay us a Subscription Fee for our products, email and in-app support is included at no additional cost. If you pay us a Subscription Fee for our Standard, Gold or Platinum products, phone, chat, email and in-app support is included at no additional cost.

### **5.1 Chat or Phone Support.**

Chat or Phone support are available for different periods based on the plan defined in your Order. All times are Pacific Standard Time. The following are the 3 plans:

- (i) Standard: Monday – Friday 8:00am – 5:00pm PST
- (ii) Gold: Monday – Friday 8:00am – 5:00pm PST
- (iii) Platinum: Monday – Friday 8:00am – 8:00pm PST

### **5.2 Email and In-app Support.**

Email and in-app responses are provided during phone support hours only. We attempt to respond to email and in-app support questions within one business day; in practice, our responses are generally even faster. We do not promise or guarantee any specific response time. We may limit or deny your access to support if we determine, in our reasonable discretion, that you are acting, or have acted, in a way that results or has resulted in misuse of support or abuse of Insight68 representatives.

### **5.3 Support Limitations.**

Issues resulting from your use of API's or your modifications to code in the Subscription Service may be outside the scope of support. We will only provide troubleshooting support for integrations on a "Best Effort" basis.

#### **5.4 Free Services.**

If you do not pay a Subscription Fee, support is available to you through email only.