

TERMS OF USE POLICY

Welcome to Khoros!

Please read this Terms of Use Policy, which also incorporates our Privacy Policy (collectively the “TOS”) carefully, as they are a binding agreement between you (on behalf of you and/or your organization, as applicable) and Khoros, LLC, and its wholly owned subsidiaries (“Khoros, or “we” or “us”) (each referred to individually as a “Party” and collectively as the “Parties”).

You may not accept the TOS and you may not use our website, application programming interfaces, or applications if you are not of legal age to form a binding contract with Khoros. Further, you represent and warrant to Khoros that you have the authority to accept the TOS on behalf of yourself, a company, and/or any other entity, as applicable.

1. OVERVIEW

1.1 **What Does the TOS Govern?** The TOS governs the use of our website (<http://www.khoros.com>), other websites that link to this TOS, and application programming interfaces offered in connection with these websites or our public-facing, Khoros-built applications (“API”). By accessing or using our website(s) and/or APIs, you automatically agree to the TOS.

1.2 **What Governs Use of Khoros’s Services & Applications?** Your use of any Khoros service, software, and/or application (“Khoros Services”) is also governed by a separate executed agreement (the “MSA”), the form of which is posted on our website. If you use the Khoros Services, the MSA becomes part of your agreement with us.

1.3. **Customers & Visitors.** In the TOS, “Customer” refers to our customers (and their authorized users) who have purchased access to or are otherwise authorized to access the Khoros Services. “Visitor” refers to both the non-Customer and Customer users of our website and APIs.

1.4 **Amendment of TOS.** We may change, amend, or terminate the TOS at any time, for any or no reason, without notice to you, and with immediate effect. Any changes or amendments will be effective upon your continued use of the website and/or APIs on the date or after the date that those changes or amendments have been posted on our website.

2. YOUR USE OF OUR WEBSITE

2.1 **Your Specific Agreements Regarding Website Access & Usage.** You agree that as a Visitor:

- (a) you will use our website in accordance with the TOS and all applicable laws, rules, and regulations;
- (b) you will not access, or attempt to access, our website by any means other than through Khoros’s provided interface;
- (c) you will not access, or attempt to access, our website through any automated means, including through the use of scripts or web crawlers;
- (d) you will not engage in any activity that interferes with or disrupts our website; and
- (e) you are solely responsible for, and that Khoros has no responsibility to you or to any third party for, any breach of your obligations under the TOS and for the direct or indirect consequences of any such breach, including any loss or damage which you, Khoros, or others may suffer.

2.2 **Behavioral Expectations Website Use.** No Visitor may use our website to make, engage in, promote, or incite:

- (a) illegal activity or behavior;
- (b) abuse, violence, or related threats;
- (c) threats to public safety or the safety of an individual;
- (d) harassment or discrimination; or
- (e) any other violation of applicable rules of a social media network used in connection with the website.

2.3 **Anti-Virus Protection.** You are responsible for taking precautions to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive material.

2.4 **Reporting Violations.** Please email legal@khoros.com to report any violations. We will investigate and take appropriate action.

2.5 **Disclaimer.** Khoros disclaims any responsibility for any loss or harm resulting from your use of our website.

3. **THIRD PARTY SITES.** Khoros makes no representation and shall have no responsibility with respect to the content, use, functionality or otherwise with respect to third party sites that may be linked to from our website.

4. **KHOROS'S INTELLECTUAL PROPERTY**

4.1 **Website License Grant.** Subject to your compliance with the TOS, we grant you a limited, non-exclusive, worldwide, royalty-free, revocable, non-sublicensable license to access and use our website. Neither the TOS nor use of the website transfers from Khoros to you any Khoros or third-party intellectual property rights, and all right, title and interest in and to such intellectual property rights will remain solely with Khoros.

4.2 **Your Content on Our Website.**

- (a) At our sole discretion, we may provide opportunities for you to post text, photographs, videos, or other content that you own the rights to or have been given adequate permission to post (collectively, "Content") on our website. We may ask that you provide evidence of third-party permission where you post Content that we deem to not be owned by you in whole or in part. And, whether we ask for evidence of permission or not, you agree to indemnify, release, and hold us harmless from any and all liability, claims, actions, loss, harm, damage, injury, cost, or expense arising out of or related to any Content you post on our website.
- (b) We do not endorse any Content posted on the Website by any third-party.
- (c) By posting Content on our website, you grant us, our agents, licensees, and assigns an irrevocable, perpetual, non-exclusive, royalty-free right to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use your Content both internally and commercially.

4.3 **Our Content on Our Website.**

- (a) The copyright and moral rights in and to all material provided on our website is owned by Khoros or its licensors. You may not copy, reproduce, distribute, republish, download, display, post, or transmit any of the material in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of Khoros or the copyright owner, as applicable, except that you are permitted to download and retain a copy of any agreement related to your use of our website for your records.
- (b) The name "Khoros," the URL of khoros.com, the Khoros logo, and all other trademarks, service marks, graphics, and logos used in connection with our website are trademarks or registered trademarks of Khoros or Khoros's licensors. Other trademarks, service marks, graphics, and logos used in connection with our website may be the trademarks of other third parties. **YOUR USE OF THE WEBSITE GRANTS YOU NO RIGHT OR LICENSE TO REPRODUCE OR OTHERWISE USE ANY KHOROS OR THIRD-PARTY TRADEMARKS, SERVICE MARKS, GRAPHICS, OR LOGOS.**

4.4 **Our APIs.**

- (a) You acknowledge and agree that Khoros owns all right, title, and interest, including intellectual property rights, in and to all its APIs. You further acknowledge and agree that you are not granted any right, title, or interest in any Khoros intellectual property, other than the limited usage rights provided herein.
- (b) You also agree not to create any derivative works or other intellectual property related to any of our APIs (“Derivative Works”). Any Derivative Works that you create shall be the sole and exclusive property of Khoros, and Khoros shall keep all rights, title, and interest in such Derivative Works, including intellectual property and moral rights. You will have no right or interest in or to the Derivative Works. You hereby assign to Khoros at no other consideration all right, title, and interest, including intellectual property and moral rights, in the Derivative Works. Upon Khoros’s request, you agree to execute a written assignment of such rights to Khoros as well as any other documents necessary for Khoros to establish, preserve, perfect, or enforce its rights in the Derivative Works. You hereby agree not to assert at any time, and otherwise waive, any “moral rights” that you may have in the Derivative Works supplied by you to Khoros hereunder, and you hereby assign to Khoros all moral rights.

5. NOTICE OF INFRINGEMENT — DMCA PROCESS

If you believe that any Content on the Website infringes your copyright, please follow the process below, which is consistent with the process suggested by the Digital Millennium Copyright Act (the text of which can be found at the U.S. Copyright Office Web Site, <http://www.copyright.gov>).

5.1 Your DMCA notice must include the following information:

- (a) Your name, mailing address, telephone number, and email address;
- (b) Sufficient detail about the alleged copyrighted work;
- (c) The URL or other specific location on the Website that contains the content that you claim infringes your copyright;
- (d) A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- (e) A statement that the information contained in your notice is accurate and that you attest, under the penalty of perjury, that you are the copyright owner or that you are authorized to act on the copyright owner's behalf; and
- (f) An electronic or physical signature of the owner of the copyright or a person authorized to act on the owner’s behalf.

5.2 You can send your DMCA notice to us by mail or email

Address	Email
Attn: General Counsel Khoros Legal Department 7300 Ranch Road 2222 Building 1 Austin, Texas 78730 USA	Attn: General Counsel legal@khoros.com

5.3 After we receive a proper DMCA notice from you, we will promptly remove or disable the allegedly infringing content. We will also document any alleged infringements on which we do not take action. Also, we will notify the poster of the infringing content and, if requested, provide the report to the poster. Please note that in addition to being forwarded to the poster who provided the allegedly infringing content, a copy of your DMCA notice (with your personal information removed) may also be sent to a third-party which may publish and/or annotate it.

5.4 If the poster believes that the content was removed or disabled on our website by misidentification or by mistake, the poster can send us a written counter-notification that includes:

- (a) The Visitor's name, mailing address, telephone number and email address;
- (b) Identification of the material that has been removed or disabled and the URL or other specific location on the website where the material appeared before it was removed or disabled;
- (c) A statement that the visitor consents to the jurisdiction of the United States Federal District Court in which the Visitor's address is located, or in Austin, Texas if the Visitor's address is located outside the United States;
- (d) A statement, under penalty of perjury, that the poster has a good faith belief that the content at issue was removed or disabled as a result of mistake or misidentification (e.g., "I swear, under penalty of perjury, that I have a good faith belief that each search result, message, or other item of content identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled, or that the material identified by the complainant has been removed or disabled at the URL identified and will no longer be shown."); and
- (e) The poster's physical or electronic signature.

Once we receive this restoration request, we will restore the removed or disabled content within 10 business days from the date that we received a proper counter-notification, unless our copyright agent first receives notice that a court action has been filed to restrain the poster from engaging in infringing activity related to the removed or disabled Content.

6. **DISCLAIMER OF WARRANTIES.** The Website is provided "as is" and Khoros and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement. Neither Khoros nor its suppliers and licensors make any warranty that the Website will be error-free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content through, the Website at your own discretion and risk. You understand that you access and/or use the APIs hereunder at your own discretion and risk.

7. **INDEMNIFICATION.** You agree to defend, hold harmless, and indemnify Khoros from any claim or action brought by a third party, including all damages, liabilities, costs, expenses, and reasonable attorney fees, resulting from, alleged to have resulted from, or in connection with (a) your use of the Website, (b) your breach of any obligation or restriction in the Terms, (c) infringement of the intellectual property rights of Khoros or any third party, or (d) violation of any applicable law or regulation.

8. **LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL KHOROS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR COVER DAMAGES INCURRED BY ANY PARTY OR BY ANY THIRD PARTY, INCLUDING DAMAGES BASED ON LOSS OF PROFITS, REVENUE, DATA, SERVICE OR USE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

9. **GOVERNING LAW; VENUE.** The TOS are governed by the laws of the State of Texas, without regard to its choice of law statutes. Any disputes must be brought in the U.S. District Court for the Western District of Texas, located in Austin, Texas. If that court cannot hear the dispute, the dispute shall be brought before the State District Courts of Travis County, located in Austin, Texas. The Parties agree that venue and jurisdiction is proper in such court and agree not to contest notice from this court. The United Nations Convention on the International Sale of Goods is hereby disclaimed. EACH PARTY WAIVES ANY RIGHT TO JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF, OR RELATED TO, THE TOS.

10. **MISCELLANEOUS.** The TOS, together (if applicable) with any other agreement you may have with us relating to the Website or the Khoros Services, constitute the entire agreement between Khoros and you concerning the subject matter hereof, and they may only be modified by a prior written amendment signed by an authorized representative of Khoros, or by the posting by Khoros of a revised version, as applicable. Any variation to the TOS or any other agreement relating to the Website or the Khoros Services must be agreed to in prior writing by Khoros. If any part of the TOS is held invalid or unenforceable, that part will be construed to reflect the original intent of the parties, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of the TOS or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may not assign your rights under the TOS without prior written consent from

an authorized representative of Khoros. Khoros may assign its rights under the TOS with restriction. The TOS will be binding upon and inure to the benefit of the parties, their successors and permitted assigns. You acknowledge and agree there are no third-party beneficiaries to the TOS.