

Client Terms of Service

Effective: 4 May 2020

This Client Terms of Service Agreement (the “**Agreement**”) is entered into between you, as a “**Client**” (as defined below), and Names & Faces, Inc., a Delaware Corporation with EIN Number: 61-1898625 and place of business at 500 University Avenue, Palo Alto, CA 94301, USA (“**Names & Faces**”).

1. **Definitions.** As used in this Agreement:

1.1. “**Authorized End User**” means any individual that Client grants access to Client’s Names & Faces Directory and that agrees to the User Terms.

1.2. “**Business Hours**” means 6 am to 5 pm PST on a day other than a Saturday, Sunday or public holiday in the U.S. when banks in the U.S. are not open for business.

1.3. “**Client**” means the organization on behalf of which the person who creates an administrator account (“**Administrator**”) acts in for the creation of a Names & Faces online directory (the “**Names & Faces Directory**”) and who accesses the Names & Faces Services, as described in section 2. By making use of, or procuring the Services, the Administrator warrants that he/she is authorized to act on behalf of the organization.

1.4. “**Client System**” means any information technology system, application programming interfaces, or systems owned or operated by Client from which Client Information is accessed by Names & Faces to perform the Services.

1.5. “**Confidential Information**” means any business or technical information that either party discloses to the other, in writing, orally, or by any other means, that is designated, or that is reasonably expected under the circumstances to be, confidential or proprietary, including things like computer programs, data, know-how, processes, inventions, and other technical, business, financial, and product development plans.

1.6. “**Data Protection Legislation**” means all applicable legislation in force pertaining to data protection, data privacy, data retention and/or data security (including without limitation for clients located in the European Union, the General Data Protection Regulation (Regulation 2016/679) (“**GDPR**”) and the Privacy and Electronic Communication Directive (Directive 2002/58/EC) and national legislation implementing or supplementing such legislation in any applicable member state of the European Union) and all associated codes of practice and other guidance issued by any applicable data protection authority.

1.7. “**Effective Date**” means the date on which the Client accepts the Client Terms of Service by creating a Names & Faces administrator account, or signs an Order Form whichever is applicable.

1.8. “**Intellectual Property Rights**” means worldwide patents, copyrights, trademarks, service marks, trade names, domain name rights, know-how and other trade secret rights, and all other intellectual property and proprietary rights and similar forms of protection.

1.9. “**Names & Faces Ecosystem**” means Names & Faces and its affiliates and their employees, contractors and Subprocessors as listed in Appendix A.

1.10. **“Order Form”** means a document that is entered into between Client and Names & Faces if Services are not procured via the Services interface, detailing the Services and related services that will be provided by Names & Faces, the applicable Fees associated with the Services, and any other mutually agreed upon transaction-specific terms and conditions. Each Order Form must be mutually agreed upon, will be governed by this Agreement, and is deemed incorporated herein by this reference.

1.11. **“Profile”** means an individual entry within Client’s Names & Faces Directory. This entry usually contains a photograph and/or information relating to a person, but could contain a photograph and/or information relating to anything Client wishes to list in their Names & Faces Directory.

1.12. **“Regulator”** means any regulatory body with responsibility for ensuring compliance with Data Protection Legislation.

1.13. **“User Terms”** means those terms and conditions that each Authorized End User must agree to prior to using the Services and that are available at: <https://cdn.namesandfaces.com/policies/user-terms-of-service.pdf>.

2. Names & Faces Services

2.1. This Agreement describes Client’s rights and responsibilities and governs Client’s access and use of the Names & Faces’ products and services as described on www.namesandfaces.com, collectively, the **“Services”**). The **“Services”** are made up of the mobile software application (the **“App”**), the web interface, the backend management tools, all outputs of the Names & Faces back-end systems, all Intellectual Property Rights and all features and additional products relating to each of those elements. The Services may be procured through the Services interface on www.namesandfaces.com, or in some cases via an Order Form via Names & Faces sales team. Subject to the terms and conditions of this Agreement, Names & Faces grants Client a non-exclusive, non-transferable, worldwide, license to access and use the Services. Clients may access and use the Services to create the Names & Faces Directory relevant to the Client’s association, organization or entity (the **“Client Information”**).

3. Administering the Names & Faces Directory; Implementation

3.1. Client will administer the creation and ongoing management of the Names & Faces Directory. Client will be responsible for the quality, accuracy and completeness of the Client Information featured in the Names & Faces Directory and for granting and revoking access to Authorized End Users.

3.2. If Client requests that Names & Faces provides implementation services to support the set up of the Names & Faces Directory, then Client agrees that Names & Faces may access and use the Client Systems that are required for such implementation and integration services.

4. Authorized End Users

4.1. Client may make the Client Information available to Authorized End Users through their Names & Faces Directory via the Services. For purposes of this Agreement, if Authorized End Users create or save content to the Names & Faces Directory using the Services, then this content will be considered part of the Client Information. All Authorized End Users must agree to the User Terms before gaining access to or using any of the Services. Client is responsible for the conduct of each Authorized End User.

5. Collecting and Processing Client Information

5.1. Personal Data. By providing the Services, Names & Faces will receive and process **“Personal Data”** (as defined in GDPR) that relates to people within Client’s organization and to Authorized End Users. The type of Personal Data that Names & Faces may be required to process to provide the Services includes but is not limited to: names, photographs, contact details, addresses and employment status. Between Names & Faces and Client, Names & Faces acknowledges that Client is the Data Controller and Names & Faces is the Data Processor in respect of any Personal Data forming part of the Client Information.

5.2. Permissions. Client represents and warrants that it has obtained all consents and permissions from Authorized End Users and other people or entities that are necessary to transmit, process and use such Client

Information with the Services, including making such Client Information available to other Authorized End Users of the Services.

5.3. License. Subject to the terms and conditions of this Agreement, Client grants to Names & Faces and its affiliates the rights and licenses to receive, process, and otherwise use the Client Information to provide the Services hereunder. Names & Faces will process and use the Client Information only to the extent, and in such a manner, as is necessary for the purpose of providing the Services or as required by applicable law, rule or regulation. In this case, to the extent permitted by applicable law, rule or regulation, Names & Faces will notify Client in advance of its intention to carry out such processing and allow Client the opportunity to object. If Names & Faces is ever unsure of Client's specific instructions, and/or believe that such instructions conflict with the requirements of Data Protection Legislation or other applicable laws, Names & Faces will immediately contact Client for clarification. If requested, Names & Faces will provide reasonable details in support of any assertion that Client's instructions are unlawful.

5.4. Industry Standard Protections. Names & Faces will: (a) promptly comply with any Client request that asks Names & Faces to amend, transfer or delete the Client Information, both during and after the term, (b) only make copies of Client Information to the extent reasonably necessary to provide the Services (which, for clarity, includes back-up, mirroring and similar availability enhancement techniques, security, disaster recovery and testing of Client Information), and (c) use all industry-standard, reasonable steps to ensure the Client Information remains confidential and secure in the Services, including without limitation: (i) password protected access, use of token based authentication and optional use of PIN access restrictions; (ii) encryption of all Personal Data in transit in line with industry best practice and on request, the option of encryption of Personal Data at rest; and (iii) having a robust data recovery plan and the ability to restore the availability and access to the Client Information in a timely manner in the event of a physical or technical incident.

5.5. Subprocessors. Names & Faces may engage sub-processors to process Client Information (each a "Subprocessor"). Names & Faces will enter into a written contract with each Subprocessor that provides sufficient guarantees to implement appropriate technical and organization measures in compliance with Data Protection Legislation. Names & Faces will remain responsible for the acts or omission of Subprocessors as if the acts or omission of the relevant Subprocessor were the acts or omissions of Names & Faces.

5.6. Reasonable Assistance. Names & Faces will use commercially reasonable efforts to assist Client to fulfill its obligations under the Data Protection Legislation, including without limitation, providing Client and Regulators (as applicable) with all information and assistance reasonably necessary to comply with Data Subject access requests and requests from Data Subjects for erasure of Personal Data, investigating security breaches or otherwise to demonstrate that the Services comply with Data Protection Legislation. Any such steps requested of Names & Faces will be at Client's cost.

5.7. Email Communications. Names & Faces may, from time to time, use Client's and Authorized End User's contact details to send electronic communication to educate and engage about Names & Faces' products and services to such recipients. Each recipient will always be given the option to unsubscribe from this communication, after which Names & Faces will no longer contact the recipient. Names & Faces will never share the contact details included in the Client Information with any third party outside of the Names & Faces Ecosystem except as described in the Privacy Policy or as otherwise agreed upon by Client.

5.8. Aggregated and Anonymized Data. Subject to the terms and conditions of this Agreement, Client agrees to allow Names & Faces to retain and use the Client Information in aggregate and anonymized form for any purpose in connection with Names & Faces' current or future products and services; provided that such use is in compliance with the Data Protection Legislation and all applicable laws, rules and regulations and does not identify Client or any Authorized End User. This information is used to improve the understanding and quality of the Names & Faces product and services by the Names & Faces team.

6. Dealing with Complaints, Unlawful Processing or Security Breach

6.1. Without undue delay, Names & Faces will notify Client if Names & Faces: (a) receives any complaint, notice or communication that relates directly or indirectly to the processing of the Client Information or to either Client's or Names & Faces' compliance with Data Protection Legislation; (b) becomes aware of any unauthorized or unlawful processing of any of the Client Information or that any Client Information is lost or destroyed or has become damaged, corrupted or unusable; or (c) becomes aware of a security breach relating to the Client Information that is

reasonably determined by Names & Faces to be sufficiently serious or substantial to give rise to: (i) justify notification by Client to a Regulator in accordance with the Data Protection Legislation; or (ii) a material risk of litigation by third parties affected by the breach.

6.2. In each case, Names & Faces will provide such details as may reasonably be required by Client including where applicable for EEA Clients, the information required under Article 33 of the GDPR (notification to supervisory authority of Personal Data breach). Following such notification, Names & Faces shall, at Client’s expense, cooperate with Client to remedy the issue or resolve the complaint.

6.3. In the case of an incident as outlined above, Names & Faces will classify the vulnerability as low, medium, high or critical and commit to appropriate response time as below;

Severity Level	Guidance	Remediation Deadline
Low	Likely to have very little impact on the business, perhaps because they require local system access.	30 days
Medium	Usually require the same local network or user privileges to be exploited.	14 days
High	Difficult to exploit but could result in escalated privileges, significant data loss, and/or downtime.	7 days
Critical	Lead to root level compromise of servers, applications, and other infrastructure components.	Addressed immediately. If cannot be addressed immediately, an incident response ticket documenting interim remediation will be opened.

7. Restrictions and Obligations

7.1. Client will not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services; (b) modify, translate, or create derivative works based on the Services (except to the extent expressly permitted by Names & Faces or authorized within the Services); (c) remove any proprietary notices or labels within the Services; (d) allow any third party other than Authorized End Users to use the Names & Faces Directory or the Services; (e) use the Services to build a competitive product or service or violate or infringe Names & Faces’ Intellectual Property Rights.

7.2. Client agrees to notify Names & Faces as soon as Client becomes aware of any unauthorized use of the Services.

8. Payment Terms

8.1. Client agrees to pay the fees as specified in the Service interface at the time of procuring the Services, or where applicable set forth in each Order Form (collectively “Fees”). Unless otherwise agreed upon in an Order Form, Client agrees to pay all of the Fees in advance. If Names & Faces agree to invoice Client by email, full payment must be received within thirty (30) days from the invoice date. The Fees payable to Names & Faces hereunder exclude all applicable sales, use, and other taxes and all applicable export and import fees, customs duties and similar charges, and Client will be responsible for payment of all such taxes (other than taxes based on Names & Faces’ income), fees, duties, and charges, and any related penalties and interest, arising from the payment of the Fees or the delivery or license of the Services to Client.

8.2. If the number of Profiles increase during the Subscription Period, Client agrees to pay the applicable pro-rata costs for each additional Profile in accordance with the procured Services as listed at <https://namesandfaces.com/pricing> and/or stipulated in the applicable Order Form for the remainder of the Subscription Period. The Fees are non-cancelable and non-refundable, except as expressly set forth herein.

8.3. If the number of Profiles decrease during the Subscription Period, Names & Faces will credit the applicable pro-rata amount for each reduced Profile in accordance with the procured Services as listed at <https://namesandfaces.com/pricing> and/or stipulated in the applicable Order Form for the remainder of the Subscription Period. Any credits that may accrue to Client's account will expire following expiration or termination of the applicable Subscription, will have no currency or exchange value, and will not be transferable or refundable.

8.4. Names & Faces may adjust the Fees from time to time unless otherwise agreed upon. Names & Faces reserves the right to charge Fees for features of the Services that were previously free.

8.5. Names & Faces reserves the right to suspend Client's use of the Services upon 7 days' prior notice by email if any Fees are overdue. If Client's use of the Services is suspended, neither Client nor its Authorized End Users will have access to the Names & Faces Directory. The Services will become active again when the applicable Fee is paid in full.

9. Renewal

9.1. The subscription to the Services will be automatically renewed at the end of the Subscription Period for a period of the same duration as the most recently expired Subscription Period, unless Client gives Names & Faces a notice of non-renewal at least 14 days before the end of the current Subscription Period. Fees for the renewed Subscription Period are payable in advance and are due on or before the renewal date. If Client chooses not to renew the subscription, Names & Faces will delete all electronic copies and destroy all hard copies of the Client Information, unless Client grants Names & Faces explicit permission to maintain a copy of the Names & Faces Directory.

10. Term and Termination

10.1. This Agreement will begin on the Effective Date and will continue in effect until the Services are terminated.

10.2. Either party may terminate this Agreement or Order Form, effective immediately, upon written notice to the other party if the other party materially breaches any part of this Agreement or an Order Form and fails to cure the breach within 14 days of receiving written notice of it from the non-breaching party. Termination of a single Order Form will not affect the other Order Form(s) not otherwise terminated.

10.3. Upon termination or expiration, Client and Authorized End Users will no longer have access to the Services. Names & Faces will delete all electronic copies and destroy all hard copies of Client Information within 30 days of such termination or expiration. Within seven days after termination or expiration of this Agreement, Client may request to be sent a copy of the Client Information and after such seven-day period, Names & Faces will destroy the Client Information in accordance with this Agreement.

10.4. In the case of termination, no refunds will be given unless that termination is by Names & Faces for convenience, in which case Names & Faces will pay Client a pro rata amount of the Fees for the remainder of the Subscription Term. Termination does not affect any of the liabilities or obligations laid out in this Agreement.

10.5. Sections 1, 8, 11, 12.3, 15 and 16 will survive expiration or termination of this Agreement for any reason.

11. Intellectual Property Rights

11.1. Names & Faces owns and retains ownership in the Services and its Confidential Information and all Intellectual Property Rights therein. Nothing in this Agreement grants Client any right, title or interest in any of the Services other than as expressly provided herein. All rights not expressly granted are reserved.

11.2. Client owns and retains ownership of the Client Information and its Confidential Information and all Intellectual Property Rights therein.

11.3. If Client provides suggestions, feedback or other input to Names & Faces concerning the functionality and performance of the Services, including identifying potential errors and improvements ("**Feedback**"), then Client hereby grants Names & Faces and its affiliates a limited, worldwide, non-exclusive, royalty-free, fully paid-up right and license to all Feedback and all Intellectual Property Rights therein (except patent rights and trademark and branding rights) to use, perform, display, reproduce, create derivative works, and otherwise exploit such Feedback for any purpose.

11.4. Names & Faces is entitled to develop, withdraw, replace, modify and improve all or some of our Services throughout the Subscription Period. Names & Faces will use commercially reasonable effort to provide Client with prior

notice if Names & Faces believes Authorized End Users' use of the Services may be temporarily interrupted.

12. Rights and Warranties; Disclaimers

12.1. Client represents and warrants that Client will: (a) operate and use the Services in compliance with all applicable laws, rules or regulations and Data Protection Legislation, and (b) not infringe any Intellectual Property Rights, confidentiality, any right of privacy, or any rights of any third party in the operation and use of the Client Information and Services.

12.2. Names & Faces warrants that the Services, when used as permitted under this Agreement and in accordance with the instructions in the documentation will operate substantially as described in the documentation. This warranty will not apply if Client modifies the Services or uses the Services in any way that is not expressly permitted by this Agreement or the documentation. Names & Faces will, at its own expense and as its sole obligation and as Client's exclusive remedy for any breach of this warranty: (a) use commercially reasonable efforts to correct any failure of the Services to operate substantially as described in the documentation or, (b) if Names & Faces reasonably determines that it is unable to correct the breach, refund to Client a prorated portion of the Fees actually paid by Client during the then-current Subscription Period, in which case this Agreement and Client's right to use the Services will be terminated.

12.3. **Disclaimers.** The express warranties in this Section 12 are in lieu of all other warranties, whether express, implied, or statutory, regarding the Services, including any warranties of merchantability, fitness for a particular purpose, title, interference with Client's quiet enjoyment, non-infringement, and any warranties arising out of course of dealing or trade usage, each of which is hereby disclaimed by Names & Faces and its suppliers. Except for the express warranties stated in this Section 12, the Services is provided "As Is" and will not be error-free or without interruption or will be free of vulnerability to intrusion or attack. All beta features or functionalities are provided without warranty of any kind.

13. Confidentiality

13.1. **Restrictions on Use and Disclosure.** Neither party will use the other party's Confidential Information, except as necessary to carry out its obligations under this Agreement. Each party agrees to maintain in confidence and protect the other party's Confidential Information using at least the same degree of care as it uses for its own information of a similar nature, but in all events at least a reasonable degree of care. Each party agrees to take reasonable precautions to prevent any unauthorized disclosure of the other's Confidential Information, including, without limitation, disclosing Confidential Information only to its employees, independent contractors, consultants, and legal and financial advisors (collectively, "**Representatives**") with a need to know such information and who are parties to appropriate agreements, or otherwise bound by confidentiality obligations, sufficient to comply with this Section 13. Each party will be responsible for all acts and omissions of its Representatives. The foregoing obligations will not restrict either party from disclosing Confidential Information of the other party pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice and assistance to the other party to enable it to contest such order or requirement or seek confidential treatment for such disclosure.

13.2. **Exclusions.** The restrictions set forth in Section 13.1 will not apply with respect to any Confidential Information that: (a) was or becomes publicly known through no fault of the receiving party; (b) was rightfully known or becomes rightfully known to the receiving party without confidential or proprietary restriction from a source other than the disclosing party who has a right to disclose it; (c) is approved by the disclosing party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing party; or (iv) the receiving party independently develops without access to or use of the other party's Confidential Information.

13.3. **Return of Confidential Information.** Upon the termination or expiration of this Agreement, the receiving party shall, at the disclosing party's option and request, promptly destroy or return all Confidential Information, including all copies thereof in whatever medium, in its possession or control, provided that the receiving party may retain (i) any copies of such materials required to be retained to comply with applicable laws or regulatory requirements and (ii) any copies of such materials contained in computer files maintained pursuant to the receiving party's customary archiving or back-up procedures.

13.4. **Injunctive Relief.** The receiving party acknowledges that disclosure of any Confidential Information by it will give rise to irreparable injury to the disclosing party, not adequately compensated by damages. Accordingly, the disclosing party will be entitled to equitable relief, including injunctive relief and specific performance against the breach or threatened breach of the undertakings in this Section 13, in addition to any other legal remedies which may be available.

14. Indemnity

14.1. Names & Faces will indemnify, defend and hold harmless Client and its shareholders, officers, directors, employees, and agents (each an “**Indemnified Party**”) from and against any and all damages, liabilities, costs, expenses, and losses (including, without limitation, reasonable legal fees) (“**Losses**”) incurred by such Indemnified Party arising out of any claim, suit, action or proceeding by a third party to the extent that such Losses arise from any allegation that the Services directly infringes any U.S. patents or copyrights or misappropriates any trade secrets recognized as such under the Uniform Trade Secret law (an “**Infringement Claim**”). The foregoing obligations are conditioned on Client: (a) notifying Names & Faces promptly in writing of such action, (b) giving Names & Faces sole control of the defense thereof and any related settlement negotiations, and (c) cooperating with Names & Faces and, at Names & Faces’ request and expense, assisting in such defense. If the Services become, or in Names & Faces’ opinion is likely to become, the subject of an Infringement Claim, Names & Faces may, at its option and expense, either (i) procure for Client the right to continue using the Services, (ii) replace or modify the Services so that it becomes non-infringing, or (iii) if options (i) and (ii) are not commercially practicable in Names & Faces’ reasonable estimation, terminate the applicable Order Form or the Agreement, accept return of the Services and give Client a prorated refund of the Fees paid by Client for the then-current License Term. Upon payment of the applicable refund, if any, the affected license(s) will terminate. Notwithstanding the foregoing, Names & Faces will have no obligation under this Section 14.1 or otherwise with respect to any Infringement Claim to the extent it is based on: (I) any use of the Services not in accordance with this Agreement and the Documentation, (II) any use of the Services in combination with other products, equipment, software, systems, devices or data not supplied by Names & Faces or specified in the Documentation, unless the Claim would have arisen irrespective of such combination, (III) any use of any release of the App other than the most current release made available to Client, (IV) Client’s failure to stop using the Services after receiving written notice to do so from Names & Faces in order to avoid further infringement or misappropriation, (V) any modification of the Services by any person other than Names & Faces. This Section 14.1 states Names & Faces entire liability and Client’s sole and exclusive remedy for any Infringement Claims.

14.2. Client agrees to indemnify Names & Faces and its affiliates and their directors, employees, agents and suppliers against all claims, liabilities, costs, expenses, damages and losses including all interest, penalties and legal costs and all other professional costs and expenses suffered or incurred by us arising out of (a) Client’s breach of its obligations under this Agreement, and (b) a breach by any Authorized End User of the User Terms (collectively, then “**Claims**”). Each party acknowledges that Claims include any claim or action brought by a Data Subject (including Authorized End Users) arising from a breach of Client’s obligations under the relevant Data Protection Legislation.

15. Limitation of Liability

15.1. Except for either party’s fraud or fraudulent misrepresentation, breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 of the United Kingdom, breach of Names & Faces’ Intellectual Property Rights or any other liability which may not be excluded by law: (a) in no event will Names & Faces be liable for any consequential, indirect, punitive, exemplary, special, or incidental damages (including for any loss or corruption of data, profits, revenue or goodwill, interruption of business or the cost of procurement of substitute goods and services) arising from or relating to this Agreement, however caused, whether such liability arises from any claim based upon contract, warranty, tort, strict liability or otherwise, even if a party has been advised of the possibility of such damages, and (b) to the maximum extent permitted by applicable law, Names & Faces’ total cumulative liability under this Agreement, from all causes of action and all theories of liability, will be limited to and will not exceed the total amount of fees paid to Names & Faces hereunder in the twelve (12) months preceding the first claim.

16. Miscellaneous

16.1. Assignment. Neither party is allowed to assign or transfer any of its rights or obligations in this Agreement, in whole or in part, by operation of law or otherwise, without the other party's prior written consent, and any to do so without such consent will be null and void. Notwithstanding the foregoing, Names & Faces may assign this Agreement in its entirety, upon notice to the other party but without the requirement to obtain consent, in connection with a merger, acquisition, corporate reorganization, or sale of Names & Faces' equity or assets.

16.2. Privacy Policy. Please see the Names & Faces' Privacy Policy available at: <https://cdn.namesandfaces.com/policies/privacy-policy.pdf> for more information on how Names & Faces collects and uses data relating to the use and performance of the Services.

16.3. Force Majeure. Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance been delayed or failed to be performed. If the period of delay or non-performance continues for more than 30 days, the party not affected may terminate this agreement by giving 14 days written notice to the affected party.

16.4. Notices. Any notices that must be sent by mail will be sent by first-class mail, overnight courier, or prepaid post, sent to the address set forth above, to the other party's respective CEO or designated leader and will be deemed given three business days after mailing or upon confirmed delivery or confirmed receipt.

16.5. Severance. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section shall not affect the validity and enforceability of the rest of this Agreement.

16.6. Entire Agreement. This Agreement and the documents referred to in these terms contain the whole agreement between the parties relating to the Services and supersede all prior agreements and arrangements between the parties relating to the Services. In the event of a conflict between the terms of this Agreement and the terms of any Order Form, or other exhibit hereto, such conflict will be resolved in the following order: (a) any Order Form, (b) this Agreement, exclusive of any exhibits; and (c) any exhibits. For Avoidance of doubt, the User Terms will govern all Authorized End Users' use of the Services and will be deemed a separate agreement to this Agreement.

16.7. Waiver. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

16.8. Records and Audit. Names & Faces will keep records of its processing of the Client Information under this Agreement and of its compliance with its obligations herein ("the Records"). Names & Faces will allow Client's third-party representatives or a Regulator, on reasonable notice (no less than 30 days prior and only once per contract year) during Business Hours access to inspect, and take copies of, the Records and any other information held at our premises or on our system related to our Services for the purpose of auditing our compliance with our data protection obligations herein. All such Records will be Names & Faces Confidential Information. Names & Faces will use commercially reasonable efforts to assist such audits during the term. Client will bear any costs incurred relating to such audits.

16.9. The parties agree that this Agreement may be electronically signed and that electronic signatures are considered here to be equivalent to handwritten ones.

16.10. Client agrees that Names & Faces may use Client's name and logo(s) to list Client publicly as one of Names & Faces clients on its website and marketing materials. This listing may include a testimonial provided by Client in connection with the Services. To remove or amend any such listing, please write to Names & Faces at: hello@namesandfaces.com.

16.11. Dispute Resolution. For any dispute with Names & Faces, Client agrees to first contact Names & Faces at hello@namesandfaces.com and attempt to resolve the dispute informally. If the parties have not been able to resolve a dispute within 60 days of Client's first contact, each party agrees to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. The arbitration will be conducted

in San Francisco County, California, unless Names & Faces agrees otherwise. Each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator will include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section will be deemed as preventing Names & Faces from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of Names & Faces' data security, intellectual property rights or other proprietary rights.

APPENDIX A - List of Subprocessors

Names & Faces may engage Subprocessors to process Client Information. Names & Faces will enter into a written contract with each Subprocessor that provides sufficient guarantees to implement appropriate technical and organization measures in compliance with Data Protection Legislation.

The below is a list of Subprocessors (and relevant vendors) including the data they can access:

Company	Role	Client Information they can access
Amazon Web Services	Cloud infrastructure and hosting	None
Hubspot	Sales, Marketing and Customer Relationship Management System	Name, email address and company
MixPanel	Data analytics system	Name, email address, company and city
Segment	Product analytics	Name, email address and company
Intercom	Legacy customer service platform (decommissioned April 2020)	Name, email address and company
Bugsnag	Error reporting	Name, email address and company
Mailchimp	Transactional email (e.g. password reset)	Name, email address and company
Relevant vendors		
GSuite	Email and file storage	None