

Hootsuite End User License Agreement

Please review this End User License Agreement (the “**Agreement**” or “**EULA**”) carefully. Wherever used in this Agreement, “**you**”, “**your**”, “**Customer**”, and similar terms mean legal entity accessing or using the Enterprise Services. For the avoidance of doubt, if you are accessing and using the Enterprise Services on behalf of a company (such as your employer) or other legal entity, “**you**”, “**your**” or “**Customer**” means the company or other legal entity that you are using the Enterprise Services on behalf of.

By agreeing in writing to an Order Form referencing this Agreement or by purchasing the Enterprise Services offered by Hootsuite Media US Inc. (“**Hootsuite**”, “**we**”, “**us**”, or “**our**”), you are confirming that you have read, understand and accept this Agreement.

This Agreement applies only to the Enterprise Services purchased through a Solution Partner, as further defined below.

By signing an Order Form referencing this Agreement or by purchasing Enterprise Services, you confirm that:

- A.** You will only use the Enterprise Services for business and professional reasons (the Enterprise Services are not for use by consumers and may only be used for business and professional purposes);
- B.** You accept and will comply with this Agreement; and
- C.** You are responsible for anyone that uses the Enterprise Services through your account (“**Authorized Users**”), which may include your employees, consultants or contractors, or the employees, consultants or contractors of your Affiliates. If you are a marketing agency or similar organization and provide access to the Enterprise Services to any of your clients or their employees, they are also your Authorized Users.

1. Hootsuite Terminology.

(a) We use capitalization for terms that have a special meaning in this Agreement. While some terms are defined elsewhere, this section sets out the definitions of some key terms.

“**AI Powered Services**” are product features accessible in the Enterprise Services offering artificial intelligence capabilities as further described in the Hootsuite AI Terms attached hereto as Schedule H.

“**Affiliates**” are companies or entities that either you or we own, that own either you or us, or that have the same owner or corporate parent as either you or us, as applicable.

A “**Solution Partner**” is a party authorized by Hootsuite to resell Enterprise Services and/or Partner Services to you.

An “**Order Form**” is a document issued by a Solution Partner and that is signed or otherwise agreed to by you, which describes the Enterprise Services and/or Partner Services you are purchasing, including the fees, the quantities purchased, and any other details specifically related to those services.

“Content” is a generic term that means all information and data (such as text, images, photos, videos, audio and documents) in any format that is uploaded to, downloaded from or appears on the Enterprise Services.

“Ads Content” is Customer Content that you or your Authorized Users provide in connection with your creation, posting, or management of paid advertisements on Facebook, Instagram, X (formerly, Twitter) or any other applicable Social Network.

“Customer Content” is Content that you or your Authorized Users provide to us or upload to the Enterprise Services.

“Third-Party Content” or **“Mentions”** are any Content that a third party (in other words, someone other than you, an Authorized User or Hootsuite) creates (or otherwise originating from or belonging to a third party) and that we obtain from Social Networks or other Third-Party Services. For example, without limitation, (a) Mentions include posts created by followers that appear on your Facebook page.; and (b) Third-Party Content includes Content obtained from Third-Party Services as part of an analysis or query conducted by you via a social listening feature of the Enterprise Services.

“Messaging Content” is Submitted Content and Customer Content to the extent it is included only in private text messages (including sent through messaging services, such as WhatsApp and WeChat) and private direct messages sent through Social Networks, sent to and from Customer, including by Authorized Users.

“Submitted Content” is Content you ask people to submit through the Enterprise Services, such as in connection with contests or as Messaging Content.

“Enterprise Services” means services included in Hootsuite’s Enterprise or Business plans, any other Hootsuite products or services made available to you through an Order Form, and any Hootsuite Apps (as defined in the App Directory Terms) accessed through the Hootsuite App Directory, but **does not include**: (a) Hootsuite’s Self-Serve Services; or (b) any Third-Party Services.

“Third-Party Services” are services that are not provided by Hootsuite that you may access or use in connection with the Enterprise Services. They include, without limitation: **“Social Networks”**, which are the social networking sites and/or messaging platforms supported by the Enterprise Services (such as X (formerly, Twitter), Facebook, LinkedIn, Instagram, Pinterest, TikTok, YouTube, and WhatsApp); **“Partner Services”**, which are services offered by third-parties and resold by Hootsuite as an authorized reseller; [Reserved]; services accessible through the extensions and applications available in the Hootsuite App Directory (<https://apps.hootsuite.com>); and any other third parties from which we obtain, collect or process Mentions and/or Third-Party Content.

(b) Headings used in this Agreement are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

2. Hootsuite’s Responsibilities.

2.1 Enterprise Services. During the term of the Agreement, subject to the terms and conditions of this Agreement, we will make the Enterprise Services available to you in accordance with the applicable Order Form and the Service Level Agreement published at www.hootsuite.com/legal/enterprise-service-level-agreement and attached hereto as Schedule A for reference.

2.2 Updates. The Enterprise Services evolve constantly. So long as we do not breach the warranty set out in Section 9.2(a), we may change the Enterprise Services (such as by changing, adding or removing features) at any time, for any reason, and may or may not provide notice of those changes to you.

3. Content & Third-Party Services.

3.1 Third-Party Content. We are not responsible for Content provided by others, including Third-Party Content or Mentions (including, without limitation, Content from Social Networks and apps from the App Directory). You and anyone else who accesses the Enterprise Services may access Content that might be unlawful, offensive, harmful, inaccurate or otherwise inappropriate. We will not be liable to you for any Third-Party Content.

3.2 Third-Party Services. If you access or purchase a Third-Party Service, you do so at your own risk. Your relationship with the Third-Party Service provider is an agreement between you and them. If you access or enable a Third-Party Service, you grant them permission to access or otherwise process your data as required for the operation of the Third-Party Services. We will not be liable for disclosure, use, changes to, or deletion of your data or for losses or damages you may suffer from access to your data by a Third-Party Service. **WE MAKE NO REPRESENTATION AND WILL HAVE NO LIABILITY OR OBLIGATION WHATSOEVER IN RELATION TO THE CONTENT OR USE OF, OR CORRESPONDENCE, AGREEMENTS OR TRANSACTIONS WITH, ANY THIRD-PARTY SERVICES. YOU MUST COMPLY WITH ALL AGREEMENTS AND OTHER LEGAL REQUIREMENTS THAT APPLY TO THIRD-PARTY SERVICES.**

3.3 Third-Party Service Change. The Enterprise Services interact with Third-Party Services and depend on the availability of those Third-Party Services and the features, functionality and Third-Party Content they make available to us, which we do not control and may change without notice. If at any time a Third-Party Service stops making some or all of its features, functionality or Third-Party Content available to us, or available to us on reasonable terms as determined at any time by Hootsuite in its sole discretion (each a “**Third-Party Service Change**”), we may at any time at our sole discretion stop providing access to those features, functionality or Third-Party Content and we will not be liable to you or any third party for any such Third-Party Service Change.

4. Your Responsibilities.

4.1 Acceptable Use. You and your Authorized Users must comply with the Acceptable Use Rules (published at www.hootsuite.com/legal/acceptable-use and attached hereto as Schedule E for reference) (the “**Acceptable Use Rules**”, including, without limitation, prohibiting use of the Enterprise Services for law enforcement, surveillance, tracking, etc. as further described in Section 2.1 of the Acceptable Use Rules), the Applicable Terms of Use for Additional Social Listening Sources (attached hereto a Schedule K) and all applicable laws. If you or any of your Authorized Users do not comply with the Acceptable Use Rules or any applicable laws, we may remove any of your Content and temporarily suspend or restrict your access to the Enterprise Services without prior notice. In such case, we will then notify you and, where applicable, will work with you in good faith to resolve the issue.

4.2 Professional Services. If your Order Form includes professional services (such as account set-up, provisioning, or training) (“**Hootsuite Professional Services**”), the Professional Services Terms attached hereto as Schedule B also apply to and govern those Hootsuite Professional Services.

4.3 Advertising Terms. If you use the Enterprise Services to create and manage Ads Content, the Hootsuite Ads Terms published at www.hootsuite.com/legal/ads-terms and attached hereto as Schedule C also apply to and govern that use.

4.4 Beta Testing. From time to time, we may offer you the opportunity to install, use and test certain services prior to their commercial release (“**Beta Services**”). Use of the Beta Services is optional. If you use any Beta Services, the Beta Terms attached hereto as Schedule D apply to and govern those Beta Services.

4.5 Partner Services. Without limiting the generality of Section 3.2, if you purchase any Partner Services, you: (a) acknowledge and agree that we are acting solely as an authorized reseller for such Partner Services; and (b) expressly agree to be bound by the terms and conditions applicable to such services listed in Schedule J attached hereto or as otherwise set out in the applicable Order Form.

4.6 Intentionally omitted.

4.7 AI Powered Services. If you use any AI Powered Services, the AI Terms attached hereto as Schedule H also apply to and govern that use.

4.8 App Directory. When you access the App Directory and install or use one or more apps available there, you also agree to the App Directory Terms (published at <https://hootsuite.com/legal/app-directory-terms> and attached hereto as Schedule F). The App Directory Terms apply to any app accessed through the App Directory, including Hootsuite Apps.

4.9 Supplemental Product Terms. If you purchase any of the following products or services, they form part of the Enterprise Services, and the following additional terms (“Supplemental Terms”) will apply:

- (i) Intentionally omitted.
- (ii) for Hootsuite Generative AI Chatbot Services (“Chatbot Services”), the Hootsuite Chatbot Terms published at www.hootsuite.com/legal/chatbot-terms.

For clarity, such products and services are deemed Enterprise Services.

4.10 Customer Content. You are solely responsible for Customer Content. We have no obligation or responsibility to review, filter, block or remove Content, including Customer Content.

4.11 Submitted Content. You acknowledge and agree that:

- (a)** the Enterprise Services do not help you comply with any laws, rules, or regulations that may apply to your collection or use of Submitted Content, which is solely your responsibility; and
- (b)** we will not be liable to you or any third party for the Submitted Content, and we make no warranty that any Submitted Content obtained or displayed through the Enterprise Services is accurate or complete.

4.12 Account Information. You are responsible for the completeness and accuracy of the account information you provide to us. You will promptly notify us upon becoming aware of any unauthorized access to or use of your login credentials or account.

4.13 Affiliates. Your Affiliates may use the Enterprise Services that you purchase, subject to the quantities or other usage limits set out in your Order Form. If an Affiliate wishes to have a separate account or wishes to be billed separately for its use of the Enterprise Services, that Affiliate will need to sign a separate Order Form, which will form a separate contract between Hootsuite and that Affiliate.

4.14 Agency. If you act as a legal agent purchasing the Enterprise Services on behalf of an end-user client (the “**Principal**”), then (a) that purchase must be made by signing an Order Form; (b) the Principal must be identified as the end user on the applicable Order Form; (c) you represent and warrant to us that you have obtained all necessary authorizations, consents, and licenses from the Principal to bind the Principal to this Agreement (including each applicable Order Form) and to act as the Principal’s agent, and all of your actions related to this Agreement are within the scope of your agency with the Principal; and (d) [Reserved].

5. Intellectual Property.

5.1 Intellectual Property. We keep all rights and interests in the Enterprise Services. The Enterprise Services contain Content owned or licensed by Hootsuite (“**Hootsuite Content**”). Hootsuite Content is protected by copyright, trademark, patent, trade secret and other laws, and, as between you and Hootsuite, we own and retain all rights in the Hootsuite Content.

5.2 Feedback. We welcome your suggestions, comments, bug reports, feature requests or other feedback (“**Feedback**”). We do not have to keep Feedback confidential, even if you tell us it is confidential, provided we do not disclose that you are the source of any Feedback. If you provide Feedback, you grant Hootsuite a non-exclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use the Feedback for any purpose.

5.3 Customer Content. You retain your rights to any Customer Content you submit, post or display on or through the Enterprise Services. You grant us a non-exclusive, worldwide, sublicensable, royalty-free license to use, host, run, copy, reproduce, process, adapt, translate, publish, transmit, display and distribute your Customer Content solely for the purposes of providing, supporting and improving the Enterprise Services. We will not sell or rent any of your Customer Content.

6. Term and Termination.

6.1 Term of Agreement. This EULA will commence on the date you agree to an Order Form with a Solution Partner, and will continue in effect for the term described in such Order Form. Hootsuite reserves the right to increase the fees for Enterprise Services in accordance with the GSA Schedule Contract and Pricelist on renewal. Notwithstanding the foregoing, in no event shall the term of this Agreement or any Order Form exceed the term agreed to in writing between Hootsuite and the Solution Partner for your account.

6.2 Termination for Cause. When Customer is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Hootsuite shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

6.3 Effects of Termination. Upon termination of this Agreement for any reason: (a) all Order Forms will automatically terminate; (b) your access to Hootsuite accounts, Enterprise Services and Partner Services will be terminated and you will immediately cease all use thereof; and (c) you will pay all unpaid amounts you owe to Hootsuite. If you terminate this Agreement in accordance with Section 6.2, Hootsuite will refund any Fees you paid in advance for the Enterprise Services and Partner Services applicable to the period after termination. In no event will termination of this Agreement relieve you of your obligation to pay any amounts payable for Enterprise Services and/or Partner Services for the period prior to the date of termination.

6.4 Survival. Any provision of this Agreement that, either by its terms or to give effect to its meaning, must survive and such other provisions that expressly or by their nature are intended to survive termination will survive the expiration or termination of this Agreement. Without limiting the foregoing, Sections 5, 8, and 9 will survive the expiration or termination of this Agreement.

7. Suspension for Late Payment.

7.1. Reserved.

8. Confidentiality, Security & Data Protection.

8.1 Confidential Information. Hootsuite and you may exchange confidential information (“Confidential Information”) in the course of your negotiation and use of the Enterprise Services. Hootsuite’s Confidential Information may include non-public information about our pricing, personnel, or partnerships, our product roadmap, our security and data protection documentation, or other non-public information we identify as confidential. Your Confidential Information includes non-public information about your policies (such as your policies for internal review or approval of Customer Content), personnel (including names and email addresses of your Authorized Users), or plans or strategies (such as marketing plans or social strategies you share with Hootsuite in the course of our delivery of Professional Services), and includes your Messaging Content but does not include any other Content published, communicated, or transmitted to or through a Social Network account. When either you or we (the “recipient”) receive Confidential Information from the other (the “discloser”), the recipient will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care) and will not disclose or use any Confidential Information of the discloser for any purpose outside of the scope of this Agreement. Information will not be considered Confidential Information if (a) it was lawfully in the recipient’s possession before receiving it from the discloser; (b) it is provided in good faith to the recipient by a third party without breaching any rights of the discloser or any other party; (c) it is or becomes generally available to, or accessible by, the public through no fault of the recipient; or (d) it was or is independently developed by the recipient without reference to the discloser’s Confidential Information. In the event that the recipient or any representative of the recipient becomes legally compelled (by law, rule, regulation, subpoena, or similar court process) to disclose any of the Confidential Information, the recipient will (if permitted to do so) provide the discloser with notice of such circumstances and will limit such disclosure to the required disclosure. Hootsuite recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as “confidential” by the vendor.

8.2 Enterprise Security Standards. During the term of the Agreement, we will maintain the following “Enterprise Security Standards”:

(a) Security Practices. Hootsuite will implement and maintain security practices as described at <https://hootsuite.com/legal/security-practices> and attached hereto as Schedule G for reference.

(b) Reports. You may obtain a copy of Hootsuite's most recent security audit report (which may include summaries of test results or equivalent measures taken to assess the effectiveness of its control environment) and a summary of its most recent penetration testing results through the Hootsuite Trust Center (<https://trustcenter.hootsuite.com/>).

(c) Disaster Recovery and Business Continuity. Hootsuite has and will maintain a disaster recovery and business continuity plan.

(d) Breach Notification. Hootsuite will notify you without undue delay (but in any event within 72 hours of becoming aware) of any unauthorized access to your Hootsuite account (a "Breach"), will promptly take all necessary steps to mitigate the Breach, and will provide you with reasonable cooperation in investigating the Breach (including, on request and to the extent reasonable, providing you with copies of relevant records, logs, or other materials).

8.3 Privacy & Data Protection. We may process certain information about you and individuals associated with you, such as your employees, in connection with your use of the Enterprise Services. This includes account information, usage data, and customer support questions as further described in our privacy policy (www.hootsuite.com/legal/privacy). The terms of the Hootsuite Data Processing Addendum, which is available at <https://www.hootsuite.com/legal/data-processing-addendum> ("DPA") (attached hereto as Schedule I) are incorporated by reference and apply to the extent that Hootsuite processes Customer Personal Data (as defined in the DPA) on your behalf in connection with your use of the Enterprise Services.

9. Warranties, Indemnities & Limitations of Liability.

WARRANTIES & DISCLAIMER

9.1 Mutual Warranties. Each of Hootsuite and Customer represents and warrants that (a) it has the power and authority to enter into this Agreement and to perform its obligations and duties under this Agreement; and (b) it will perform its obligations and duties and exercise its rights under this Agreement in compliance with all laws applicable to it.

9.2 Hootsuite Warranties. Hootsuite warrants that: (a) subject to a Third-Party Service Change, the functionality of the Enterprise Services will not be materially decreased during the term of the applicable Order Form; (b) to its knowledge, the Enterprise Services do not contain any malicious code or viruses; (c) Hootsuite has and will maintain and apply its own industry-standard company policies (including without limitation the policies made available at <https://www.hootsuite.com/legal/>); and (d) Hootsuite is an authorized reseller of any Partner Services offered to Solution partner for sale to Customer in an Order Form.

9.3 Disclaimer.

(a) HOOTSUITE WARRANTS THAT THE ENTERPRISE SERVICES WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH ENTERPRISE SERVICES WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE OFFER THE ENTERPRISE SERVICES "AS IS" AND ARE NOT MAKING, AND TO THE

GREATEST EXTENT PERMITTED BY LAW EXPRESSLY DISCLAIM, ANY WARRANTIES, CONDITIONS, REPRESENTATIONS OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ALL EXPRESS OR IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SATISFACTORY QUALITY, AND/OR NON-INFRINGEMENT, THAT THE ENTERPRISE SERVICES, ANY THIRD-PARTY SERVICES OR ANY THIRD-PARTY CONTENT WILL MEET YOUR REQUIREMENTS OR THAT THE ENTERPRISE SERVICES, ANY THIRD-PARTY SERVICES OR ANY THIRD-PARTY CONTENT WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ERROR-FREE. USE THE ENTERPRISE SERVICES AT YOUR OWN RISK.

(b) UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY THIRD-PARTY SERVICES, INCLUDING THE FAILURE OF ANY SUCH THIRD-PARTY SERVICES, OR ACTIVITIES OF THIRD PARTIES, OR ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET.

(c) WE ARE NOT RESPONSIBLE FOR AND WILL NOT BE LIABLE FOR THE CONTENT MADE AVAILABLE THROUGH THE ENTERPRISE SERVICES, INCLUDING CUSTOMER CONTENT, THIRD-PARTY CONTENT, AND ANY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES. HOOTSUITE DOES NOT CONTROL OR VET CONTENT AND IS NOT RESPONSIBLE FOR ANYTHING POSTED, TRANSMITTED, OR SHARED ON OR THROUGH THE ENTERPRISE SERVICES.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM US OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT.

INDEMNITIES

9.4 Indemnification by Hootsuite. Subject to Customer's compliance with Section 9.6, Hootsuite will have the right to intervene defend, indemnify, and hold harmless Customer, its Affiliates, and its or their directors, officers, employees, agents, shareholders, successors and assigns from and against all claims, losses, damages, penalties, liability, and costs, including reasonable legal fees, of any kind or nature that are incurred in connection with or arising out of a third-party claim that the Customer's use of the Enterprise Services as permitted hereunder directly infringes the third-party's intellectual property rights (a "Claim"). Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

Hootsuite will have no liability for any Claim to the extent it arises from:

- (i) a modification of the Enterprise Services by or at the direction of any person other than Hootsuite;
- (ii) use of the Enterprise Services in violation of this Agreement or applicable law;
- (iii) use of the Enterprise Services after Hootsuite notifies Customer to discontinue use because of an infringement or misappropriation claim; or
- (iv) the combination, operation, or use of the Enterprise Services with any other software, program, or device not provided or specified by Hootsuite to the extent such infringement would not have arisen but for such combination, operation, or use.

For the avoidance of doubt, Hootsuite's indemnification obligations in this Section 9.4 will not apply to Third-Party Content and/or any other Third-Party Services accessed through the Enterprise Services, or to Customer Content or Mentions.

If the Enterprise Services or any part thereof have become, or in Hootsuite's opinion are likely to become, the subject of any Claim, Hootsuite may at its option and expense:

- (1) procure for Customer the right to continue using the Enterprise Services as set forth hereunder;
- (2) replace or modify the Enterprise Services or applicable functionalities to make them non-infringing; or
- (3) if options (1) or (2) are not reasonably practicable, terminate either or both this Agreement or the Order Form for such Enterprise Services and refund to Customer any unearned Fees that Customer paid in advance for such Enterprise Services.

This Section 9.4 sets forth Hootsuite's sole liability (and Customer's sole remedy) regarding infringement or misappropriation of third-party intellectual property rights.

9.5 Indemnification by Customer. Intentionally omitted.

9.6 Indemnification Procedure. The indemnified party will: (a) give written notice of the claim to the indemnifying party promptly and in any event no later than ten (10) days after the indemnified party receives the claim; (b) give the indemnifying party sole control of the defense and settlement of the claim (provided that the indemnifying party may not enter into any settlement, compromise or consent to judgment with respect to any claim without the indemnified party's prior written consent unless such settlement, compromise or consent to judgment unconditionally releases the indemnified party of all liability); and (c) provide the indemnifying party with reasonable cooperation and assistance at the indemnifying party's expense.

LIMITATIONS OF LIABILITY

9.7 Maximum Liability. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 9.7 THROUGH 9.9, AND NOT INCLUDING CUSTOMER'S OBLIGATION TO PAY ALL FEES OWED FOR THE ENTERPRISE SERVICES, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ALL CLAIMS OF ANY KIND, INCLUDING ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BY STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY OF LIABILITY, EXCEED THE FEES PAID BY CUSTOMER FOR THE ENTERPRISE SERVICES SUBJECT TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. FOR CLARITY, THE CALCULATION OF EACH PARTY'S LIABILITY UNDER THIS SECTION 9.7 EXCLUDES ANY FEES PAID BY CUSTOMER FOR ANY PARTNER SERVICES, EVEN WHERE HOOTSUITE'S ENTERPRISE SERVICES ARE BUNDLED WITH OR OTHERWISE PROVIDED IN CONJUNCTION WITH PARTNER SERVICES.

9.8 Excluded Damages.

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY, ITS DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFITS, GOODWILL OR DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE

USE OF, OR INABILITY TO USE, THE ENTERPRISE SERVICES OR ANY OTHER ASPECT OF THIS AGREEMENT.

(b) The Enterprise Services support multi-factor authentication, and the Acceptable Use Rules require you to maintain the confidentiality of your passwords or other login credentials for the Enterprise Services. ACCORDINGLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL HOOTSUITE BE LIABLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM UNAUTHORIZED ACCESS TO OR USE OF THE ENTERPRISE SERVICES OR YOUR ACCOUNT OR THE CONTENT OR INFORMATION CONTAINED THEREIN IF: (A) THE UNAUTHORIZED ACCESS OR USE COULD HAVE BEEN PREVENTED THROUGH YOUR USE OF MULTI-FACTOR AUTHENTICATION; OR (B) YOU OR ANY OF YOUR AUTHORIZED USERS FAIL TO MAINTAIN THE CONFIDENTIALITY OF ANY PASSWORD OR OTHER LOGIN CREDENTIALS.

(c) WITHOUT LIMITING SECTION 9.8(b), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL HOOTSUITE BE LIABLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM UNAUTHORIZED ACCESS TO OR USE OF THE ENTERPRISE SERVICES OR YOUR ACCOUNT OR THE CONTENT OR INFORMATION CONTAINED THEREIN, EXCEPT TO THE EXTENT HOOTSUITE'S BREACH OF THE ENTERPRISE SECURITY STANDARDS RESULTS IN THE UNAUTHORIZED DISCLOSURE OF YOUR CONFIDENTIAL INFORMATION.

(d) YOUR EXCLUSIVE REMEDIES FOR ANY INTERRUPTION OR CESSATION OF ACCESS OR TRANSMISSION TO OR FROM THE ENTERPRISE SERVICES ARE SET FORTH IN THE ENTERPRISE SERVICE LEVEL AGREEMENT.

9.9 Exclusions. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR RESTRICT OR WILL BE CONSTRUED AS EXCLUDING OR RESTRICTING THE LIABILITY OF EITHER PARTY FOR (I) INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (II) DEATH OR BODILY INJURY CAUSED BY THE NEGLIGENCE OF THAT PARTY, ITS EMPLOYEES, OR ITS AGENTS; (III) FRAUDULENT MISREPRESENTATION OR WILLFUL MISCONDUCT OF THAT PARTY OR ITS EMPLOYEES; OR (IV) ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.

9.10 Basis of Bargain. THE ESSENTIAL PURPOSE OF SECTIONS 9.7 THROUGH 9.9 IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES AND LIMIT THEIR POTENTIAL LIABILITY GIVEN THE FEES CHARGED UNDER THIS AGREEMENT, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF HOOTSUITE WERE TO ASSUME ANY FURTHER LIABILITY. THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THESE TERMS.

10. General.

10.1 Assignment. Neither party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the other party (not to be unreasonably withheld), and any attempted assignment without such consent will be void. Notwithstanding the foregoing, we may assign this Agreement in its entirety (including all Order Forms), to any of our Affiliates, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our shares or assets in accordance with the provisions set forth at FAR 42.1204.

10.2 Relationship of the Parties. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect.

10.3 Publicity. We may, with your prior written consent, disclose that you are a customer of the Enterprise Services and may use your name(s) in: (a) Hootsuite's digital, online, and printed marketing materials (including on our websites); and (b) external-facing presentations, including to individual clients and prospects and at trade shows, conferences, and similar events to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

10.4 Force Majeure. In accordance with GSAR Clause 552.212-4(f), neither party will be liable for any failure to perform its obligations under this Agreement if that failure results from any cause beyond such party's reasonable control, including: the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes, lockouts or labor disruptions; and any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts.

10.5 Amendment. We may non-materially change any part of this Agreement (including any terms or documents incorporated by reference in this Agreement) at any time by posting the revised terms on the Hootsuite website. It is important for you to review this Agreement before using the Enterprise Services and from time to time, though we will notify you of any changes that, in our sole discretion, materially impact this Agreement. The non-materially updated Agreement will be effective as of the time of posting, or on such later date as may be specified in the updated Agreement, and your continued use of the Enterprise Services after any such changes are effective will constitute your consent to such changes.

10.6 Severability. If a court finds part of this Agreement to be invalid, the rest of the Agreement will continue to apply with the minimum changes required to remove the invalid part.

10.7 Notices to You. Hootsuite may give notice to you by placing a banner notice on the Hootsuite platform or Hootsuite's website. We may also contact you or your Authorized Users through your Hootsuite account or contact information you provide, such as email or telephone. If you fail to maintain accurate account information, such as contact information, you may not receive critical information about our Enterprise Services or this Agreement.

10.8 Notices to Hootsuite. For any notice to Hootsuite that you give under or regarding this Agreement, you must notify Hootsuite by email to legal@hootsuite.com with a duplicate copy sent via registered mail to the following address: Hootsuite Inc., 111 East 5th Avenue, 3rd Floor, Vancouver, British Columbia, V5T 4L1; Attention: Legal Department.

10.9 Waivers. The rights of each Party may be waived only in writing. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

10.10 Remedies. Unless otherwise stated, each party's remedies under this Agreement are not exclusive of any other remedies under this Agreement, at law or otherwise.

10.11 Insurance. Hootsuite has and will maintain industry-standard insurance policies. You can obtain a copy of our current insurance certificate showing coverage for comprehensive general liability and professional liability (including coverage for errors & omissions and network & information security liability) through the Hootsuite Trust Center (<https://trustcenter.hootsuite.com>).

10.12 Governing Law and Dispute Resolution. Intentionally omitted.

10.13 Export Compliance. You will not use or access the Enterprise Services if you are located in any jurisdiction in which the provision of the Enterprise Services is prohibited under Canadian, U.S. or other applicable laws (a “**Prohibited Jurisdiction**”) and you will not provide access to the Enterprise Services to any government, entity or individual located in any Prohibited Jurisdiction. You confirm that (a) you are not named on any Canadian or U.S. government list of persons or entities prohibited from transaction with any Canadian or U.S. person; (b) you are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) you will not allow Authorized Users to access or use the Enterprise Services in violation of any Canadian, U.S. or other export embargoes, prohibitions or restrictions; and (d) you will comply with all applicable laws regarding the transmission of data exported from the country in which you (or your Authorized Users) are located to Canada and the United States.

10.14 Entire Agreement. This Agreement, including the other documents referred to as applicable to the Enterprise Services in this Agreement, is the entire agreement between you and Hootsuite for your use of the Enterprise Services. Any prior understandings, statements or and agreements (oral or written) (including any prior non-disclosure or confidentiality agreements or similar) do not apply, as well as additional terms that you may present (such as terms in a unilateral notice from you to us or printed on a purchase order or any other document generated by you). This Agreement is binding on the parties and their permitted successors and assigns.

Schedule A

Service Level Agreement

Last Modified: July 29, 2025

This Service Level Agreement (the “**SLA**”) applies to Enterprise Services purchased in an Authorization Form. This SLA is incorporated into, and forms part of, the terms applicable to your access to and use of the Enterprise Services (the “**Terms**”). Capitalized terms not defined in this SLA have the meanings given to them in the applicable Terms.

Definitions

“**API Interruptions**” means interruptions due to our independent integration partners, including Twitter, Facebook, LinkedIn, YouTube, and other Social Networks and Third-Party Services.

“**Platform**” means, as applicable, Hootsuite’s and/or Talkwalker’s proprietary software, content, text, images, media, and other materials delivered through our web platform www.hootsuite.com and/or www.talkwalker.com (including successor domain names and sites) and mobile applications (if and as applicable).

“**Service Availability**” means the uptime of the Platform, and is measured by subtracting the total minutes of Service Interruption in a given month from the total minutes in such month, divided by the total minutes in such month and then multiplied by 100.

“**Service Interruption**” means, except for scheduled system maintenance, the period of time that the Platform is either (a) not available for Customer log-in or (b) substantially not functioning. API Interruptions and other circumstances beyond our control will not constitute Service Interruptions.

“**Standard Support**” means the support provided by help desk technicians in response to a ticket submitted by Customer through (i) <https://hootsuite.com/help> for support with the Hootsuite Platform or (ii) <https://helpcenter.talkwalker.com/> for support with the Talkwalker Platform.

Service Availability

The Platform will have a Service Availability of at least 99.9% of the time in any calendar month (the “**Service Availability SLA**”). Where reasonably possible, we will provide at least 24 hours’ advance notice to Customer of scheduled maintenance in excess of 30 minutes. If we do not meet the Service Availability SLA, Customer will be eligible to receive the Service Credits described below. This Service Availability SLA states Customer’s sole and exclusive remedy for any failure by us to meet the Service Availability SLA.

Service Availability of the Platform	“Service Credits” means days of Enterprise Services added to the end of the Term at no charge to Customer
< 99.9% - >= 99.0%	3
< 99.0% - >= 95.0%	7
< 95.0%	15

Customer Must Request Service Credit.

In order to receive any of the Service Credits described above, Customer must notify us within 30 days from the day Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer’s right to receive a Service Credit.

Maximum Service Credit.

The aggregate maximum number of Service Credits to be issued by us to Customer in a single calendar month will not exceed 15 days of Enterprise Services added to the end of Customer’s Term. Service Credits may not be exchanged for, or converted to, monetary amounts.

Customer Support

We will provide Customer with Standard Support Monday – Friday during regional business hours. For further details about the Hootsuite Platform visit: <https://www.hootsuite.com/help>. For further details about the Talkwalker Platform visit: <https://helpcenter.talkwalker.com/>.

Schedule B

Professional Services Terms

These Professional Services Terms (the "**Professional Services Terms**") apply to all training and other professional services purchased as part of the Enterprise Services in an Authorization Form, including in any statement of work or other attachment to that Authorization Form (the "**Professional Services**"). These Professional Services Terms are incorporated into, and form part of, the terms applicable to your access to and use of the Enterprise Services (the "**Terms**"). The terms "you," "your," "Customer," "Company," and similar terms refer to the person or entity receiving the Professional Services and "we," "us," or "our" refers to Hootsuite or Talkwalker, as applicable. Capitalized terms not defined in these Professional Services Terms have the meanings given to them in the Terms.

1. Professional Services.

We will provide the Professional Services to you for the term set out in the applicable Authorization Form, and will perform the Professional Services in a professional manner in accordance with generally accepted industry standards.

2. Cooperation.

In order for us to perform the Professional Services, you will: make yourself reasonably available at such times as we may reasonably request; allocate sufficient resources, perform any tasks, and deliver any materials, including Customer Content (if applicable), reasonably necessary to enable us to perform the Professional Services; respond to our inquiries related to the Professional Services; and provide complete, accurate, and timely information, data, and feedback all as reasonably required by us. If you do not comply with your obligations in this Section 2 in a timely manner, delays may result and we may charge you additional fees.

3. Time of Performance.

We will use commercially reasonable efforts to provide the Professional Services according to the schedule set forth in the applicable Authorization Form or otherwise communicated to you in writing. Notwithstanding the foregoing, we may, in our sole reasonable discretion, alter the schedule for the Professional Services by giving reasonable notice to you, provided that we will use commercially reasonable efforts to minimize further delays.

4. Scope Changes.

You may, from time to time, request changes to the scope of the Professional Services (a "**Change**"). If we are able to accommodate your requested Change, we will provide an Authorization Form that includes, among other things, the additional Fees, if any, and other terms that will apply to the Change, and which will be deemed to amend and modify the original Authorization Form for the Professional Services subject to the Change. If you do not sign the Authorization Form for the Change, the original Authorization Form will continue in full force and effect, unamended.

5. Subcontractors.

We may, in our sole discretion, use one or more subcontractors to fulfill our responsibilities in delivering Professional Services, provided that we will be fully responsible to you for the Professional Services, whether performed by our own personnel or by a subcontractor.

6. Intellectual Property.

6.1 License for Materials. During the Term we grant you a limited, worldwide, non-exclusive, non-transferable license, without a right to sublicense, to use any training materials or other documentation provided to you by us in the course of the Professional Services as set out in the Authorization Form.

6.2 Professional Services and Background IP. As between you and us, we retain all right, title, and interest in and to the Professional Services, and the various content, information, data, tools, processes, methods, designs, and know-how, whether or not copyrightable or patentable, that we may use in connection with the Professional Services, whether pre-existing or created or invented during the performance of the Professional Services ("**Background IP**"). For greater clarity, Background IP excludes Customer Content.

Schedule C

Hootsuite Ads Terms

These Hootsuite Ads Terms (the “**Ads Terms**”) apply to all Hootsuite Enterprise Services and/or Hootsuite Self-Serve Services which allow you to create and manage paid content on Social Networks or any other third party advertising platforms (“**Advertising Platforms**”).

1. Advertising Platform Accounts.

The Hootsuite platform provides you with technical functionality which allows you to publish and manage ads on Advertising Platforms. In order to use this functionality, you must be a registered user, and have an advertising account with the relevant Advertising Platform. You agree that we may receive payments from the Advertising Platforms based on your ad spend, pursuant to our agreements with the Advertising Platforms.

2. Payments to the Advertising Platform.

In addition to the payment of your Fees to Hootsuite, you remain responsible at all times for paying the relevant Advertising Platform directly for any ads purchased through the Enterprise Services and/or Self Serve Services.

3. Customer Responsibility.

You will not provide us with any Ads Content that contains any personally-identifiable information unless you have the consent of all personally-identifiable individuals or you are able to rely on another lawful basis for such use.

4. Ad Spend Limit.

Hootsuite reserves the right to give you notice of such upgrade prior to reaching the Ad Spend Limit and revoke your access to Hootsuite Ads when you reach the Ad Spend Limit if you have not agreed to pay the additional amounts associated with an upgrade. You may also elect to upgrade your subscription with an increased Ad Spend Limit at any point during the Term of the applicable Authorization Form. It is solely your responsibility to monitor your Ad Spend Limit.

5. Additional terms for specific Advertising Platforms.

- . **X Ads.** By using the X Advertising Platform, you authorize Hootsuite to act on your behalf in providing these services to you.
- . **LinkedIn Ads.** By using the LinkedIn Advertising Platform, you authorize Hootsuite to act on your behalf in providing these services to you.

Meta Ads. Meta has a range of products that can be used as Advertising Platforms..

Reddit Ads. By using the Reddit Advertising Platform, you authorize Hootsuite to act on your behalf in providing these services to you.

Schedule D

Beta Terms

We may make certain services or functionalities (including services or functionalities that are enabled by third-party artificial intelligence vendors) available to our customers and users prior to such services' or functionalities' commercial release (the "**Beta Services**"). Beta Services are intended for evaluation purposes and not for production use and are subject to these Beta Terms (the "**Beta Terms**"). These Beta Terms are incorporated into, and form part of, the terms of service applicable to your access to and use of the Enterprise Services or Hootsuite Self-Serve Services, as applicable (the "**Terms**"). The terms "you," "your," "Customer," "Company," and similar terms refer to the person or entity accessing or using the Beta Services and "we," "us," or "our" refers to Hootsuite or Talkwalker, as applicable. Capitalized terms not defined in these Beta Terms have the meanings given to them in the applicable Terms.

1. Subject to these Beta Terms, we grant you a limited right to use the Beta Services for beta testing purposes during the applicable testing period. We reserve the right to modify the Beta Services or terminate your participation in the beta testing for any reason, without liability, but will use commercially reasonable efforts to provide you with notice of such termination.
2. You agree to provide suggestions, comments, or other feedback with respect to the Beta Services as reasonably requested, including ideas for modifications and enhancements (the "**Beta Feedback**"). You assign to us all right, title and interest in and to the Beta Feedback. All Beta Services and your Beta Feedback are our Confidential Information, and we may use your Beta Feedback in advertising and promotional materials.
3. You acknowledge and agree that the Beta Services are not at the level of performance or compatibility of a final, generally available product offering, and may be substantially modified prior to commercial availability, or withdrawn. We are under no obligation to provide technical support with regards to the Beta Services, and we provide no assurance that any specific errors or performance issues in the Beta Services will be corrected.
4. You acknowledge and agree that the Beta Services are provided on an "as is" and "as available" basis without any warranties or conditions of any kind, whether express, implied, statutory or otherwise. Use of the Beta Services is at your sole risk. In no event will we be liable to you for any damage whatsoever arising out of the use of or inability to use the Beta Services.

Schedule E

Acceptable Use Rules

Last Modified: July 29, 2025

We have a few rules on how our services can and cannot be used and this policy explains them (the “**Acceptable Use Rules**”). The rules apply to all of our services (the “**Services**”) and to all our users regardless of their plans . These rules form part of our broader terms of service. If you see an undefined term here, it has the same definition as in the terms of service applicable to your Services (the “**Terms**”). For clarity, wherever used in these Acceptable Use Rules, “**you**”, “**your**”, “**Customer**”, and similar terms mean the person or legal entity accessing or using the Enterprise Services; “**Hootsuite**” refers to Hootsuite, “**Talkwalker**” refers to Talkwalker and “**we**”, “**us**”, or “**our**” refers to Hootsuite or Talkwalker (as applicable).

SECTION A	GENERAL RULES
SECTION B	USING AND TRANSFERRING MENTIONS OUTSIDE OF THE SERVICES
SECTION C	ADDITIONAL RULES FOR HOOTSUITE SERVICES: CONTESTS AND SUBMITTED CONTENT
SECTION D	ADDITIONAL RULES FOR AI-POWERED SERVICES OR CHATBOT SERVICES
SECTION E	ADDITIONAL RULES: LISTENING SERVICES AND FUNCTIONALITY
SECTION F	CONFLICT

A. GENERAL RULES

1. You must:

- a. Use your best efforts to prevent unauthorized access to or use of the Services, including by maintaining a strong password;
- b. Keep your passwords and other login credentials for the Services confidential;
- c. Monitor and control all activity conducted through your account;
- d. Notify us promptly if you become aware of or suspect any security breach regarding your account, including any loss, theft, or unauthorized disclosure or use of your (or any of your Authorized Users') username, password, or account;
- e. Comply with the Social Networks' applicable terms which you connect, access or receive Content through the Services (the “**Social Network TOS**”), except to the extent inconsistent with Federal law and GSAR Clause 552.212-4(w). These include without limitation and as applicable:

X (formerly Twitter)	Terms of Service published at www.x.com/tos (including, in relation to your use of the X Advertising Platform, for which you authorize us to act on your behalf (where applicable), the applicable X Master Service Agreement at https://legal.x.com/ads-terms/us.html or https://legal.x.com/ads-terms/international.html (including any policies or guidelines incorporated therein). X's Privacy Policy published at https://x.com/en/privacy , and X's Rules published at https://help.x.com/en/rules-and-policies/x-rules . If law enforcement personnel request information about X or its users for the purposes of an ongoing investigation, you must refer them to X's Guidelines for Law Enforcement located at https://help.x.com/en/rules-and-policies/x-law-enforcement-support .
Meta	Terms of Service published at www.facebook.com/legal/terms (including, in relation to your use of any Meta products as an Advertising Platform for which you authorize us to act on your behalf (where applicable), the Meta

	<p>Advertising Standards, including the Facebook Community Standards and the Instagram Community Standards. The Facebook Advertising Terms and Conditions, together with such other policies or guidelines incorporated therein shall also apply to your use of Facebook as an Advertising Platform). Meta's Data Policy published at https://www.facebook.com/privacy/explanation</p>
Instagram	Terms of Use published at https://help.instagram.com/581066165581870 and Instagram's Data Policy published at https://privacycenter.instagram.com/policy
LinkedIn	User Agreement published at www.linkedin.com/legal/user-agreement , (including, in relation to your use of the LinkedIn Advertising Platform for which you authorize us to act on your behalf (where applicable), the LinkedIn Ads Terms (which incorporates the LinkedIn User Agreement and LinkedIn Advertising Policies) and such other policies or guidelines incorporated therein) and Copyright Policy published at https://www.linkedin.com/legal/copyright-policy , and Privacy Policy published at https://www.linkedin.com/legal/privacy-policy .
	Intentionally omitted
Pinterest	Terms of Service published at https://policy.pinterest.com/en/terms-of-service
Youtube	Terms of Service published at www.youtube.com/t/terms and YouTube's Privacy Policy: https://policies.google.com/privacy . If you use the Services to upload Content that was made for children to YouTube websites, applications, services or products, go to YouTube on desktop to declare that Content was made for children.
WhatsApp	WhatsApp Business Terms of Service published at https://www.whatsapp.com/legal/business-terms/
Google	Business Messages Terms of Service published at https://developers.google.com/business-communications/support/aup
Bluesky	Terms of Service published at https://bsky.social/about/support/tos
Reddit	For Reddit Ads, Reddit Advertising Services Agreement (which incorporates the Reddit Ads API Terms) and such other policies or guidelines incorporated therein.

2.1. You must not:

- a. Make the Services available to anyone other than your Authorized Users;
- b. Allow more than one individual Authorized User to use a single log-in to the Services, or use the Services in excess of the quantities or limits set out in your Services plan;
- c. Sell, trade, or otherwise transfer any Services or Third-Party Content to another party;
- d. Upload or share Content that you do not own or otherwise have the right to share;
- e. Use the Services to store, obtain or transmit any Content, including Customer Content, that may infringe or violate the intellectual property, privacy, publicity rights, or any other rights of any person or third party, that may violate any applicable laws or applicable Third-Party Services terms and conditions, or that is:
 - I. Defamatory;
 - II. Threatening or harassing;
 - III. Fraudulent;
 - IV. Willfully or intentionally misleading;
 - V. Hate speech;
 - VI. Terrorist content;
 - VII. Inciting violence;
 - VIII. Child exploitative;
 - IX. Intimate content shared without consent;
 - X. In breach of ethical advertising principles; or

XI. Otherwise tortious or unlawful;

- f. Use the Services to send spam or other unsolicited messages in violation of applicable laws or any applicable Third-Party Services terms and conditions;
- g. Upload to, or transmit from, the Services any Content that contains or redirects to a virus, Trojan horse, worm, or other harmful component;
- h. Attempt to reverse engineer, de-compile, hack, disable, interfere with, disassemble, modify, copy, translate, or disrupt the features, functionality, integrity, or performance of the Services or the Third-Party Services (including any mechanism used to restrict or control the functionality of the Services or the Third-Party Services) or any data from third parties (in other words, someone other than you, your Authorized Users or us) contained in the Third-Party Services (except to the extent such restrictions are prohibited by applicable laws);
- i. Attempt to gain unauthorized access to the Services, the Third-Party Services, or related systems or networks or to defeat, avoid, bypass, remove, deactivate, interfere with or otherwise circumvent any software protection or monitoring mechanisms of the Services or the Third-Party Services;
- j. Access the Services in order to build a similar or competitive product or service or copy any ideas, features, functions, or graphics of the Services or the Third-Party Services;
- k. Engage in any abusive practices that degrade the performance of the Services (or any part of the Services) for you or any of our other customers (for example, by tracking singular high-frequency terms such as "love", "yes", or "the" or other similar activities, or conducting a search on all sport clubs without using any additional filters such as "country" or otherwise);
- l. Use the Services for redistribution, syndication, or fraudulent activities;
- m. Use, display, distribute, or otherwise make the Services or Content (or information derived from Content) available to any individual, entity or government, for the purpose of: (a) conducting or providing surveillance or conducting crime detection or gathering intelligence, including but not limited to investigating or tracking any individual, group or organization or event or Content, (b) gathering intelligence for purposes of protecting or enforcing private rights, policing, law enforcement, intelligence activities, espionage, or similar; (c) conducting or providing analysis or research for any disciplinary, unlawful or discriminatory purpose, or in a manner that would be inconsistent with an individual's or group of individual's reasonable expectations of privacy; (d) monitoring sensitive events (including but not limited to protests, rallies, or community organizing meetings); or (e) targeting, segmenting, or profiling individuals based on sensitive personal information, including their health (e.g., pregnancy), negative financial status or condition, political affiliation or beliefs, membership in any group or organization, national, racial or ethnic origin, religious or philosophical affiliation or beliefs, sex life or sexual orientation, activist group affiliation, trade union membership, Content relating to any alleged or actual commission of a crime, or any other sensitive categories of personal information prohibited by law;
- n. Use the Services to access, display, distribute, make available or use Content if you are, or act on behalf of, or otherwise to any intelligence or law enforcement entity or any other government-related entity, whose primary function or mission includes conducting surveillance or gathering intelligence;
- o. Use Generated Reports and/or Third-Party Content for training, in combination with, or as an input to any artificial intelligence or large language model developed by Customer or any third party; or
- o. Allow or encourage any third party to do any of the above.

2.2. We have established processes for reporting, validating and, where appropriate, taking down content that is believed to be illegal. If there is content on the Hootsuite platform that you believe may be illegal, please report it to Hootsuite by following the instructions on our [Reporting Illegal Content to Hootsuite](#) page. If there is content on the Talkwalker platform that you believe may be illegal, please report it to Talkwalker by following the instructions on our Reporting Illegal Content page (<https://www.talkwalker.com/legal/report-content>).

B. USING AND TRANSFERRING MENTIONS OUTSIDE OF THE SERVICES

3.1. When we obtain Mentions or Third-Party Content on your behalf and at your instruction from Social Networks or other Third-Party Services that you connect to the Services, we do so subject to the terms and conditions that the Social Networks and Third-Party Services impose on use of those Mentions and/or Third-Party Content within the Services. When you subsequently make any use of Mentions outside of the Services, export Mentions outside of the Services, or instruct us to transfer Mentions to Third-Party Services, you are controlling the purposes and means of processing any personal data associated with such Mentions, we do not control the use of those Mentions and are consequently unable to ensure that the use of those Mentions complies with the requirements of the Social Networks or other Third-Party Services from which the Content originated or any privacy laws. As such, to the extent that you use, transfer or instruct us to transfer Mentions outside of the Services, you expressly acknowledge and agree that you are solely responsible for ensuring that your and your service providers' use of such Mentions complies in all respects with privacy laws and the

then-current terms and conditions imposed by the Social Networks or other Third-Party Services on the use of such Mentions, including, without limitation and as applicable:

- a. any Mentions that originated from Facebook or Instagram are subject to the Meta Platform Terms published at <https://developers.facebook.com/terms/> and Developer Policies published at <https://developers.facebook.com/devpolicy/>;
- b. any Mentions that originated from X (formerly Twitter) are subject to X's (formerly Twitter's) Developer Agreement and Policy published at <https://developer.twitter.com/en/developer-terms/agreement-and-policy.html>.

THE FOREGOING LIST IS NOT INTENDED TO BE EXHAUSTIVE. IT IS YOUR RESPONSIBILITY TO IDENTIFY WHICH SOCIAL NETWORKS OR OTHER THIRD-PARTY SERVICES MENTIONS ORIGINATE FROM AND TO ENSURE THAT YOUR ACCESS TO AND USE OF THOSE MENTIONS IS IN COMPLIANCE WITH THIS SECTION AND ALL TERMS AND CONDITIONS REQUIRED BY THE APPLICABLE SOCIAL NETWORK OR OTHER THIRD-PARTY SERVICE.

3.2. We cannot guarantee that historical data (including but not limited to Mentions) will be available at all times. If a Social Network or other Third-Party Service requires us to remove Mentions from the Services, or we reasonably believe that the provision of Mentions would cause us to violate agreements with third parties, or to infringe the intellectual property, other proprietary rights of third parties or any applicable laws and/or regulations, we may remove Mentions from the Services and you agree to cooperate with us to ensure that any affected Mentions are also removed from your and your service providers' systems. Further, once the Services expire or are terminated, we shall have no obligation to retain any historical Content or data (including but not limited to Mentions) and shall be fully entitled to delete such Content or data. You will also ensure that any affected Mentions are also removed from your and your service providers' systems on termination.

C. ADDITIONAL RULES APPLICABLE IF YOU USE THE HOOTSUITE SERVICES FOR CONTESTS OR OTHERWISE ASK INDIVIDUALS TO SUBMIT CONTENT THROUGH THE SERVICES ("Submitted Content")

4. You must not:

- a. Request that any participant submit personal medical information, social security information, payment card details, financial or other similarly sensitive information;
- b. Request Submitted Content that would violate any applicable laws, rules, or regulations; or
- c. Refer to Hootsuite or use our name, trademarks, or trade names in connection with your request for Submitted Content.

D. ADDITIONAL RULES APPLICABLE IF YOU USE AI-POWERED SERVICES OR CHATBOT SERVICES

5.1. In addition to the Additional Rules in Section C.4. of these Acceptable Use Rules, **you must not**:

- a. Contact end users through any messaging service, unless you, or the party to whom you are operating as a service provider, have all the necessary consent to do so;
- b. Include links to sites off of Facebook Messenger or Instagram Messaging where payment information is collected; or
- c. Use Facebook Messenger or Instagram Messaging to sell digital goods, unless you have received permission from Meta to do so.

5.2 You must immediately respect all requests by end users to block, discontinue, or otherwise opt out of receiving messages from you.

5.3. We use, without limitation, Microsoft Azure and OpenAI to provide certain AI Functionality and if you use any AI-Powered Services with such AI Functionality, the following terms apply, unless GSA has negotiated separate terms with Microsoft and OpenAI :

- <https://openai.com/policies/business-terms/>
- <https://learn.microsoft.com/en-us/legal/cognitive-services/openai/code-of-conduct?context=%2Fazure%2Fai-services%2Fopenai%2Fcontext%2Fcontext>
- <https://www.microsoft.com/licensing/terms/product/ForOnlineServices/all>

The use of Customer Content for the purpose of training Artificial Intelligence/Machine Learning (AI/ML) models and systems is prohibited without explicit written authorization from the Federal agency contracting officer; provided such authorization will not be required where Customer Content is used to train AI/ML models that are developed specifically for the Customer.

E. ADDITIONAL RULES APPLICABLE IF YOU USE ANY SOCIAL LISTENING SERVICES OR FUNCTIONALITY

6.1. You **must not** publicly display any Third-Party Content. Notwithstanding the foregoing, analytic extracts of social listening reports, such as charts and graphs, may be displayed so long as the Mentions or any portion thereof do not appear in such display. For illustrative purposes, if you wish to embed Mentions directly on your website, you must comply with any applicable law and the conditions specified by (a) the relevant Third-Party Service or (b) as stated in the agreement between such relevant Third-Party

Service and you, if any. Any other public displays are not permitted unless specifically authorized and pre-approved by us, and the applicable Third-Party Service, as may be required.

6.2. You acknowledge and agree that (a) we depend upon (i) availability and access to Third-Party Services, and (ii) international legislation (including but not limited to laws pertaining to intellectual property, copyright, or personal data protection), which we do not control and may change without notice; and (b) we may, in our sole discretion at any time for any reason, remove and/or stop providing access to Mentions and/or Third-Party Content from Third-Party Services without liability to you or any third party for such change. IN NO EVENT SHALL WE BE LIABLE IN THE EVENT A THIRD-PARTY SERVICE RESTRICTS, EITHER TEMPORARILY OR PERMANENTLY, ACCESS TO ANY THIRD-PARTY CONTENT.

6.3. You understand and agree these additional social listening services are reliant on Third-Party Services and, as such, specific conditions are attached to their access and use. . This list may be updated by us from time-to-time without notice to you.

6.4. In order to obtain Mentions and/or Third-Party Content from certain Third-Party Services, you may be required to either (a) sign a dedicated Authorization Form, (b) include a dedicated line in an Authorization Form, or (c) sign a direct subscription form with the relevant Third-Party Service (for example, LexisNexis and/or TVEyes).

6.5. Third-Party Content and Mentions (including without limitation the text, image, video and audio files, graphics, tables, functionality, data selection, and arrangement) are protected by applicable copyright and trademark law, or trade secrets, and may be protected by patent and other forms of intellectual property rights. You acknowledge and accept that the owners of Content and Mentions retain all present and future right, title, and interest in their Content and any Mentions, and all intellectual property rights therein including but not limited to trademarks, trade names, database rights, processes, software, patents, copyrights, designs, logos, calculations, algorithms, and domain names.

6.6 You understand your use of the Services remains subject to our on-going compliance review, specifically in regard to the use made by your Authorized Users of the Services for the purposes of compliance with applicable Third-Party Services terms and conditions ("Compliance Conditions"). You also acknowledge that certain Third-Party Services may require us to share identity and usage information about entities receiving the content that is provided by such Third-Party Services. You understand and agree that we, in good faith, would comply with such requirements from Third-Party Services to the extent they pertain to compliance review. At any time, and at its own discretion or the direction of the relevant Third-Party Services, or by running an internal inquiry, we may determine that Customer's use of the Services does not meet the requisite Compliance Conditions, or any conditions included in the Agreement, preventing us from granting further access to the Services, in whole or in part and, where we deem in our sole discretion it is required, we may notify any competent authority or Third-Party Service of such failure to comply with Compliance Conditions.

F. CONFLICT

7. In the event of any conflict between these Acceptable Use Rules and the Terms, the Terms will govern.

Schedule F

App Directory Terms

The following terms ("App Directory Terms") shall apply in addition to the Hootsuite Terms of Service (as defined below) and govern your access and use of the Hootsuite App Directory and any Apps.

1. Key Definitions

Account means your subscription to the Hootsuite Services.

App means any software application that you access or that is made available to you via the App Directory, and includes any updates or other changes to the App.

App Directory means Hootsuite's online directory for Apps, accessible through the Hootsuite Services and at <http://apps.hootsuite.com/>.

Hootsuite App means an App that is owned and offered by Hootsuite.

Hootsuite Services means the products and services made available to you by Hootsuite, but expressly excluding any Third-Party Apps or Third-Party Services.

Hootsuite Terms of Service means, as applicable, the Hootsuite Enterprise Terms of Service attached hereto and published at <https://hootsuite.com/legal/enterprise-terms>, the Hootsuite Self-Serve Terms of Service published at <https://hootsuite.com/legal/terms>, and/or the other agreement governing your use of and access to the Hootsuite Services.

Third-Party App means an App that is owned and offered by someone other than Hootsuite.

Third-Party Developer means the owner of a Third-Party App.

2. License & IP Rights

Subject to your compliance with these App Directory Terms and payment of any required fees, Hootsuite grants you a limited, non-exclusive, non-transferable, revocable license to access and use the App Directory and the Hootsuite Apps. Subject only to the foregoing, (a) Hootsuite owns all right, title, and interest, including all intellectual property rights, in and to the App Directory and the Hootsuite Apps, and (b) each Third-Party Developer owns all right, title, and interest, including all intellectual property rights, in and to the applicable Third-Party App.

3. Third-Party Apps

Any use of a Third-Party App by you, including any terms that apply between you and the applicable Third-Party Developer or any exchange of data between you and the applicable Third-Party Developer, is solely between you and the applicable Third-Party Developer. YOU ACKNOWLEDGE AND AGREE THAT HOOTSUITE DOES NOT OWN, PROVIDE, MAINTAIN, SUPPORT OR WARRANT THIRD-PARTY APPS AND THAT HOOTSUITE IS NOT RESPONSIBLE OR LIABLE FOR ANY THIRD-PARTY APPS OR THE ACTS OR OMISSIONS OF ANY THIRD-PARTY DEVELOPERS. YOU AGREE THAT YOU BEAR ALL RISKS ASSOCIATED WITH USING OR RELYING ON THIRD-PARTY APPS. Any failure by a Third-Party Developer to provide services, support or maintenance in respect of a Third-Party App will not entitle you to any refund of fees paid, if any, for Third-Party App or the Hootsuite Services.

4. Hootsuite Apps

4.1 No Warranties. HOOTSUITE WARRANTS THAT THE HOOTSUITE APPS WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH HOOTSUITE APPS WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING AND NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THE HOOTSUITE TERMS OF SERVICE, HOOTSUITE PROVIDES THE HOOTSUITE APPS ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO WARRANTIES OF ANY KIND AND, TO THE GREATEST EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ALL EXPRESS OR IMPLIED WARRANTIES OF FUNCTIONALITY, DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY AND NON-INFRINGEMENT, THAT THE HOOTSUITE APPS WILL MEET YOUR REQUIREMENTS OR THAT THE HOOTSUITE APPS WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ERROR-FREE. YOU AGREE THAT YOU BEAR ALL RISKS ASSOCIATED WITH USING OR RELYING ON ANY HOOTSUITE APPS.

4.2 Integration with Third-Party Services. Certain Hootsuite Apps are specifically designed to interoperate with Third-Party Services (including, for example, the Hootsuite Social Customer Care App's interoperation with SFDC Services). YOU ACKNOWLEDGE AND AGREE THAT HOOTSUITE DOES NOT OWN, PROVIDE, MAINTAIN, SUPPORT OR WARRANT THIRD-PARTY SERVICES AND THAT HOOTSUITE IS NOT RESPONSIBLE OR LIABLE FOR ANY THIRD-PARTY SERVICES OR THE ACTS OR OMISSIONS OF ANY PROVIDER OF THIRD-PARTY SERVICES. YOU AGREE THAT YOU BEAR ALL RISKS ASSOCIATED WITH USING OR RELYING ON THIRD-PARTY SERVICES. Any failure by providers of Third-Party Services to provide services, support or maintenance in respect of the applicable Third-Party Service will not entitle you to any refund of fees paid, if any, for Hootsuite Apps or the Hootsuite Services.

4.3 Hootsuite Social Customer Care App Terms. The Hootsuite Social Customer Care App ("Hootsuite Social Customer Care App" or "Customer Care App") is a Hootsuite App that integrates with SFDC that you may request access to, and includes any updates or other changes to the App. If you use the Customer Care App, the Hootsuite Social Customer Care Terms attached hereto as Exhibit 1 and published at www.hootsuite.com/legal/hs-sfdc-terms also apply to and govern that use.

5. Transfers and Use of Data Outside of Hootsuite

5.1 Transfers Outside of Hootsuite. You acknowledge and agree that your use of any Third-Party App or any Hootsuite App that interoperates with a Third-Party Service will involve the transfer of data (including information about you) outside of Hootsuite to parties that are unaffiliated with Hootsuite. If you choose to use a Third-Party App or any Hootsuite App that interoperates with a Third-Party Service, you (i) hereby authorize and instruct Hootsuite to provide and transfer to the applicable Third-Party App and/or Third-Party Service, any and all of your Hootsuite account information and Content, as requested by the applicable Third-Party App and/or Third-Party Service and (ii) warrant that you have all relevant permissions and consents to transfer such data to the applicable Third-Party App and/or Third-Party Service. Hootsuite is not responsible for any collection, transmission, disclosure, modification, use or deletion of this data once it has been provided or transferred to the applicable Third-Party App and/or Third-Party Service. You should only use Third-Party Apps and Third-Party Services that you trust, and you should review the applicable privacy policy or other relevant document for each to understand how and when they will use your data. You may revoke an App's access to your Hootsuite account at any time.

5.2 Restrictions on Use of Data Outside of Hootsuite. You expressly acknowledge and agree that you are solely responsible for your and your service providers' (including but not limited to any Third-Party App or Third-Party Service that you use) compliance with the restrictions and requirements set out in the Acceptable Use Rules for use outside of Hootsuite of any data accessed or obtained through Hootsuite from a Social Network or other Third-Party Service.

6. Suspension

If Hootsuite reasonably believes that you have breached these App Directory Terms or the Hootsuite Terms of Service, Hootsuite may suspend your access to the Apps and the App Directory in accordance with the Contract Disputes Act.

7. Modifications

Hootsuite may modify the App Directory or any App, including your access to it, in Hootsuite's sole discretion, without providing you with notice or any refund, credit, or other compensation. This includes, for example but without limitation, (a) adding and removing Apps, (b) changing the status of Apps from free to paid, and (c) removing functionality in the Hootsuite Services to interoperate with Third-Party Apps or removing functionality in Hootsuite Apps to interoperate with Third-Party Services. If any modification to the App Directory or any App is unacceptable to you, your only recourse is to cease using the App Directory or the applicable App. Your continued use of the App Directory or the applicable App after the effective date of any modifications will be deemed to be your acceptance of such modifications.

8. Interpretation

Notwithstanding anything in the Hootsuite Terms of Service, these App Directory Terms will prevail to the extent of any conflict with the Hootsuite Terms of Service to the extent applicable to the App Directory, any App, or your access to or use of the App Directory or any App.

Exhibit 1 to Schedule F
Hootsuite Social Customer Care App Terms

The following terms ("Hootsuite Social Customer Care App Terms") will govern your access and use of the Hootsuite Social Customer Care App. Any terms that are capitalized and not defined in these Hootsuite Social Customer Care App Terms shall have the meanings defined in the Hootsuite Terms of Service (as defined hereunder) and the Hootsuite App Directory Terms.

1. Key Definitions

"AppExchange" means SFDC's online directory of (i) applications that interoperate with the SFDC Services and (ii) consulting partner services.

"Hootsuite Social Customer Care App" or "Customer Care App" means Hootsuite's Social Customer Care software application that integrates with the SFDC Services that you may request access to via the AppExchange or the Hootsuite AppDirectory, and includes any updates or other changes to the app.

"Hootsuite Terms of Service" means this Agreement.

"SFDC" means the relevant Salesforce entity providing you with the SFDC Services.

"SFDC Services" means the products and/or services that you have ordered from and are provided by SFDC and which will interoperate with the Hootsuite Social Customer Care App. For the avoidance of doubt, SFDC Services are considered Third-Party Services.

2. License, IP Rights and Restrictions

Requests for access to the Customer Care App can be submitted through the AppExchange or the Hootsuite App Directory. Hootsuite manages permissions to use the Customer Care App and reserves the right to refuse access to you at its sole discretion. Where Hootsuite has granted you the relevant permission to access, your use of the Customer Care App will be subject to having the relevant Hootsuite Services and SFDC Services as may be required to operate the Customer Care App.

Where Hootsuite has granted you permission to access the Customer Care App, subject to your compliance with these Hootsuite Social Customer Care App Terms and your payment of additional fees as agreed between you and Hootsuite, Hootsuite grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Customer Care App for the term indicated in the applicable Authorization Form. Subject to the foregoing, (a) Hootsuite owns all right, title, and interest, including all intellectual property rights, in and to the Customer Care App, and (b) SFDC owns all intellectual and other proprietary rights in and to the AppExchange and the SFDC Services.

You acknowledge and agree that SFDC may (i) collect and publish reviews written by you or your Authorized Users related to the Customer Care App, and (ii) collect and publish additional data and metrics about your use of the Customer Care App, such as the number of installations.

You will ensure that your use, and your Authorized Users' use, of the Customer Care App and the SFDC Services does not violate the SFDC Acceptable Use and External Facing Services Policy or the Artificial Intelligence Acceptable Use Policy (as amended), available here: <https://www.salesforce.com/company/legal/agreements/>.

3. Salesforce AppExchange

Your use of the AppExchange is subject to the Salesforce Program Agreement published at

<https://www.salesforce.com/eu/company/program-agreement/#appexchange>. SFDC reserves the right, for any reason at any time (as SFDC decides in its sole discretion), to refuse to list the Customer Care App on, and/or to remove the Customer Care App from the AppExchange. In such cases, Hootsuite will remove the Customer Care App from the Hootsuite App Directory and will not be liable for such removal. YOU ACKNOWLEDGE AND AGREE THAT HOOTSUITE DOES NOT OWN, PROVIDE, MAINTAIN OR SUPPORT THE APPEXCHANGE AND THAT HOOTSUITE IS NOT RESPONSIBLE OR LIABLE FOR YOUR ACCESS AND USE OF THE APPEXCHANGE.

4. Transfers and Use of Data

4.1 We may receive information from SFDC relating to your configuration and use of the Customer Care App ("**Customer Configuration/Usage Data**"). To the extent Hootsuite receives access to Customer Configuration/Usage Data in or from SFDC's systems, SFDC is not responsible for the privacy, security or integrity of Customer Configuration/Usage Data once transferred to Hootsuite. For more information on the data we collect and how we use it, please review our privacy policy:

<https://www.hootsuite.com/legal/privacy>.

5. Availability

The Hootsuite Service Level Agreement applies to the Customer Care App; provided that Service Interruptions (as defined in the Hootsuite Service Level Agreement) includes any unavailability caused by SFDC (e.g. SFDC security reviews of the Customer Care App, such as remote application-level security testing and network-level security testing including a vulnerability threat assessment).

6. Suspension

If Hootsuite reasonably believes that you have breached these Hootsuite Social Customer Care App Terms, Hootsuite may suspend your access to the Customer Care App without notice and without refund of any fees.

7. Interpretation

Notwithstanding anything in the Hootsuite Terms of Service, these Hootsuite Social Customer Care App Terms will prevail to the extent of any conflict with the Hootsuite Terms of Service (including the Hootsuite App Directory Terms) to the extent applicable to your access and use of the Customer Care App.

Schedule G

Hootsuite Security Practices

Last updated: July 29, 2025

Hootsuite maintains organizational and technical measures (“**Security Practices**”) to protect information you provide to us (“**Customer Information**”) from loss, misuse, and unauthorized access or disclosure. These measures take into account the sensitivity of the information Hootsuite collects, processes and stores; the current state of technology; the costs of implementation; and the nature, scope, context, and purposes of the data processing Hootsuite engages in.

Where used in this Security Practices document, “**Hootsuite Services**” means the Self-Serve or Enterprise Services defined in the Hootsuite Self-Serve Terms of Service or Enterprise Terms of Service, as applicable. “**Sparkcentral Services**” means the Services defined in the Sparkcentral Terms of Service. “**Heyday Services**” means the Services defined in the Heyday Enterprise Terms of Service. The Hootsuite Services, Sparkcentral Services and Heyday Services are collectively referred to as the “**Services**”. Capitalized terms not defined in this document have the meanings given to them in the relevant terms of service applicable to your access to and use of the Hootsuite Services, Sparkcentral Services and/or Heyday Services.

For Security Practices applicable to Talkwalker Services, please visit <https://www.talkwalker.com/security-practices>.

The Security Practices include:

1. Assigned Security Responsibility. Hootsuite has a designated security official and security team responsible for overseeing the development, implementation, and maintenance of its Security Practices.

2. Personnel Practices.

a. All of Hootsuite's employees:

- i. are bound by Hootsuite policies regarding the confidential treatment of Customer Information;
- ii. receive security and privacy training during onboarding and on an ongoing basis at least annually thereafter, and supervision at a level and substance that is appropriate to their position;
- iii. are required to read and sign information security and privacy policies covering the confidentiality, integrity, availability and resilience of the systems and services Hootsuite uses in the delivery of the Hootsuite Services.

b. Hootsuite maintains appropriate controls to restrict its employees' access to the Customer Information that you and your Authorized Users make available via the Services, and to prevent access to Customer Information by anyone who should not have access to it.

c. Hootsuite conducts appropriate pre-employment screening commensurate with the sensitivity of a role, which may include criminal background checks for particularly sensitive positions, where permissible by law.

3. Compliance and Testing. Hootsuite undergoes a rigorous audit process for various security-related certifications for its Services. Respective certifications for each of the Services is set out in our Trust Centre (<https://trustcenter.hootsuite.com/>).

a. Service Organization Control (SOC) Reports: Hootsuite undergoes a SOC 2 Type II audit annually which is performed by an independent third party auditor. A copy of Hootsuite's most recent report is available upon request for existing Enterprise customers or for prospective Enterprise customers who agree to hold the report in confidence under a Hootsuite form of non-disclosure agreement.

b. ISO/IEC: Hootsuite undergoes the following ISO audits which are performed annually by an independent third party auditor:

- ISO/IEC 27001: Framework for managing information security
- ISO/IEC 27701: Privacy controls for protecting personal information
- ISO/IEC 27017: Security guidelines for cloud services

c. PCI DSS: When payments are processed via credit card, Hootsuite uses third-party vendors that are PCI DSS compliant. At no point does Hootsuite store, transmit, or process your credit card information; Hootsuite simply stores anonymous tokens that identify the applicable processed transactions.

d. FedRAMP Authorization: The Hootsuite Services are authorized for use under the U.S. government's Federal Risk and Authorization Management Program ([FedRAMP Marketplace](https://www.fedramp.gov/)), a certification process that is audited against the NIST SP 800-53 standard.

e. External Pentest: The Services are subjected to annual penetration testing performed by an independent third party, for its web and mobile applications.

4. Access Controls. Hootsuite has and will maintain appropriate access controls, including:

- a. Policies and procedures that address onboarding, off-boarding, transition between roles, regular access reviews, limitations and usage control of administrator privileges, and inactivity timeouts;
- b. Segregation of conflicting duties and areas of responsibility;
- c. Maintaining current and accurate inventories of computer and user accounts;
- d. Enforcing the principles of “least privilege” and “need to know”;
- e. Reviewing user access rights on a regular basis to identify excessive privileges;
- f. Enforcing a limit of invalid login attempts; and
- g. Password requirements that include a defined minimum complexity, password changes after the first login, and subsequent changes at predetermined intervals with limits on reuse.

5. Multi-Factor Authentication.

- a. Access to the systems used by Hootsuite employees and contract personnel is controlled by multi-factor authentication. This means that all Hootsuite employees and contractors are required to provide an additional authentication credential in addition to the password credentials, in order to gain access to any system used in the provision of the Services.
- b. Hootsuite also supports multi-factor authentication capability for its Customers and their Authorized Users in respect of their use of the Services (as a tool for their use in maintaining the security of their accounts).

6. Single Sign-On.

- a. Hootsuite has implemented single sign-on (SSO) company-wide to ensure greater and more centralized access control to the systems used by Hootsuite employees and contract personnel.
- b. Hootsuite also supports SSO capability for Enterprise customers that wish to ensure greater and more centralized access control to their accounts.

7. Data Encryption.

- a. All Customer Information is encrypted at rest and in transit. The Services support the latest secure cipher suites and protocols to encrypt all traffic in transit. Hootsuite currently supports only TLS 1.2 or above on its website and all pages that accept credit card information.
- b. Hootsuite monitors the changing cryptographic landscape closely and makes commercially reasonable efforts to upgrade the Services to respond to new cryptographic weaknesses as they are discovered and implement best practices as they evolve.

8. Logging and Intrusion Detection.

- a. All systems used in the provision of the Services, including firewalls, routers, network switches, and operating systems, log information to secure log servers in order to enable security reviews and analysis.
- b. Hootsuite maintains an extensive, centralized logging environment in its production environment which contains information pertaining to security, monitoring, availability, access, and other metrics about the Services. Logs are analyzed for security events via automated monitoring software, overseen by Hootsuite’s security team.
- c. Hootsuite monitors the Services for unauthorized intrusions using network-based and host-based intrusion detection mechanisms and web application firewalls.

9. Network Protection. In addition to system monitoring and logging, Hootsuite has implemented firewalls. Ports not utilized for delivery of the Services are blocked by configuration with our data center provider.

10. Host Management. Hootsuite performs automated malware and vulnerability scans on its production workloads and uses commercially reasonable efforts to remediate any findings that present a material risk to the Services environment. Hootsuite enforces malware scans, screen lockouts and the usage of full disk encryption for company laptops.

11. Disaster Recovery.

- a. When your use of the Services requires Hootsuite’s systems to store Customer Information, such Customer Information is stored redundantly at multiple locations in Hootsuite’s hosting provider’s data centers to ensure availability. Hootsuite has backup and restoration procedures to allow recovery from a major disaster, where applicable.

b. Customer Information and Hootsuite's source code is automatically backed up on a nightly basis. Hootsuite's operations team is alerted in the event of any failure with this system. Backups are fully tested to confirm that these processes and tools work as expected.

12. Physical Security. Hootsuite currently uses Amazon Web Services (AWS) for its production data centers to provide the Services. AWS was selected for its high standards of both physical and technological security, and has internationally recognized certifications and accreditations, demonstrating compliance with rigorous international standards, such as ISO 27017 for cloud security, ISO 27018 for cloud privacy, SOC 1, SOC 2 and SOC 3, PCI DSS Level 1, and others. For more information about Amazon Web Services' certification and compliance, please visit the AWS Security website (<https://aws.amazon.com/security/>) and the AWS Compliance website (<https://aws.amazon.com/compliance/>).

13. Security Policies and Procedures. Hootsuite implements and maintains security policies and procedures that align with the National Institute of Standards and Technology (NIST) cybersecurity framework. In particular, the Services are operated in accordance with the following policies and procedures:

- a. Customer passwords are stored using a one-way salted hash.
- b. Customer authentication logs are captured to safeguard customer data and to aid in the investigation of security incidents.
- c. Customer passwords are not logged.
- d. Hootsuite personnel will not set a defined password for a user. Passwords are reset to a random value (which must be changed on first use) and delivered automatically via email to the requesting user.

14. Product Design Security Practices. New features, functionality, and design changes go through a review process facilitated by Hootsuite's security team. In addition, Hootsuite's code is tested and manually peer-reviewed prior to being deployed to production. Hootsuite's security team works closely with its product and engineering teams to resolve any additional security or privacy concerns that may arise during development.

15. Incident Management & Response. Hootsuite maintains robust security incident management policies and procedures for incident response. Hootsuite notifies impacted customers without undue delay of any unauthorized disclosure of their Customer Information by Hootsuite or its agents of which Hootsuite becomes aware, to the extent permitted by law.

Schedule H

AI Terms

These AI terms (the “**AI Terms**”) apply to your use of our AI-Powered Services (as defined below) which form part of the Hootsuite Enterprise Services or Self-Serve Services and/or Talkwalker Enterprise Services (each, the “**Services**”), as applicable, and are incorporated into, and form part of, the terms applicable to your access and use of such Services (the “**Terms**”). Please note that if an AI-Powered Service is in Beta, then the [Beta Terms](#) will apply, rather than these AI Terms. “We”, “us” and “our” refers to Hootsuite and/or Talkwalker (as applicable). Capitalized terms not defined in these AI Terms have the meanings given to them in the Terms. In the event of a conflict between the Terms and the AI Terms, the AI Terms will apply.

1. Terminology.

“**AI-Powered Services**” are product features accessible in the Services offering artificial intelligence capabilities including, but not limited to, the features listed at <https://www.hootsuite.com/legal/ai-provider-list> (as may be updated from time to time).

“**AI Functionality**” is the underlying artificial intelligence functionality enabling the AI-Powered Services.

“**AI Service Providers**” are third-party service providers that we rely on to provide certain AI Functionality. A list of AI Service Providers is available at <https://www.hootsuite.com/legal/ai-provider-list>.

“**High-Risk Activity**” means a high-risk AI system for the purposes of the European Union’s

Artificial Intelligence Act - Regulation (EU) 2024/1689 or any operation that constitutes high risk relating to the use of the AI-Powered Services under applicable law or regulation.

“**Outputs**” are any information and data (such as, but not limited to, text, images, photos, videos, audio and documents) generated by the AI-Powered Services based on any Content inputted into or connected to (for example, via API) an AI-Powered Service.

2. Customer Content and Outputs.

(a) Transfers of Customer Content to AI Service Providers. When you use any AI-Powered Services or input Customer Content into any AI-Powered Services, you (a) permit us to submit Customer Content to an AI Service Provider; and (b) grant the AI Service Provider permission to access or otherwise process your Customer Content for the operation of the AI-Powered Service.

(b) Outputs. To the extent that any intellectual property rights exist in the Outputs under applicable law, and subject to any third-party intellectual property rights and any restrictions in the Terms, all such intellectual property rights in and to such Outputs unique solely to you belong to you and are deemed Customer Content. You and anyone else who accesses our AI-Powered Services may access Outputs that might be unlawful, offensive, biased, harmful, inaccurate or otherwise inappropriate. **IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, RELIABILITY AND APPROPRIATENESS OF THE OUTPUTS FOR YOUR USE OR PUBLICATION, INCLUDING BY HUMAN REVIEW, IF APPROPRIATE. WE DO NOT WARRANT OR REPRESENT THAT OUTPUTS WILL BE ORIGINAL OR UNIQUE AND DOES NOT ACCEPT ANY LIABILITY OR RESPONSIBILITY ARISING IN ANY WAY FROM YOUR USE OF THE OUTPUTS OR ANY OMISSIONS OR ERRORS CONTAINED IN THE OUTPUTS. USE OF AI-POWERED SERVICES IS AT YOUR OWN RISK.**

(c) Service Improvements. Customer agrees and instructs that we may use Customer Content and Outputs to develop and improve the features of the AI-Powered Services (including our machine-learning technologies), both during and after the term of the Agreement, provided that the Customer Content and Outputs (1) will not be used to train any AI Functionality of a third-party AI Service Provider; and (2) will not be shared with any other customer.

3. AI Service Provider Changes

Some AI Powered Services depend on the AI Functionality provided by AI Service Providers that they make available to us, which we do not control and may change without notice. Notwithstanding anything to the contrary in the Terms, if at any time an AI Service Provider stops making its AI Functionality available to us, or available to us on reasonable terms as determined at any time by us in its sole discretion, notwithstanding anything to the contrary in the Agreement, we may remove, modify, replace the AI Service Provider and/or the AI Functionality of any AI Service Provider for any reason (including, but not limited to, changes in applicable law, regulations or government orders or sanctions) at our sole discretion and we will not be liable to you or any third party for any such change.

4. No Indemnities or Service Level Agreement for AI Service Providers

For the avoidance of doubt, the indemnities and service level commitments (as described in the Service Level Agreement) that we provide to you in respect of the Services do not apply to the AI Functionality provided by AI Service Providers.

5. AI Acceptable Use.

Use of AI-Powered Services and/or any Outputs is subject to restrictions. It is strictly prohibited to use the AI-Powered Services for unlawful purposes, including but not limited to the violation of any local, state, national, or international law or regulation. This includes

the transmission of any data that is illegal, defamatory, harassing, fraudulent, or infringing on the rights of others. Furthermore, AI-Powered Services and/or any Outputs must not be used to develop competing models or functionalities, mislead others into believing that the Output was solely human-generated, generate spam, or in a manner that violates any technical documentation, usage guidelines, or parameters. You must not use, or facilitate or allow others to use, the AI-Powered Services for any purpose that may cause the AI-Powered Services to be deemed High-Risk Activity or prohibited under applicable laws. Violation of these use restrictions may lead to the suspension or termination of your access to the AI-Powered Services. Since we rely on AI Service Providers to provide the AI-Powered Services, you also agree to use the AI-Powered Services in compliance with any usage restrictions as well as any terms and conditions applicable to the relevant AI Service Provider described in the Acceptable Use Rules attached hereto and published at: <https://www.hootsuite.com/legal/acceptable-use>.

Schedule I

Data Processing Addendum

This Data Processing Addendum, including its Appendices ("DPA"), forms part of the Enterprise Terms of Service or other written or electronic agreement incorporating this DPA (the "Agreement") between Hootsuite and the entity identified as Customer in the Agreement ("Customer"), for the purpose of providing certain services (the "Services").

In the course of providing the Services to Customer pursuant to the Agreement, Hootsuite may Process Customer Personal Data (as defined below) on Customer's behalf. This DPA sets out the terms that apply when Customer Personal Data that is subject to Applicable Data Protection Laws is Processed by Hootsuite on Customer's behalf under the Agreement.

Customer enters into this DPA on behalf of itself and, to the extent required under Applicable Data Protection Laws, in the name and on behalf of its Affiliates that are permitted to use the Services under the Agreement. Unless otherwise defined herein, capitalized terms in this DPA will have the same meaning ascribed to them in the Agreement.

If the Customer is an Ordering Activity under GSA Schedule Contracts, it shall only be required to comply with the Federal law of the United States and expressly does not agree to comply with any provision of this Data Processing Agreement, EU Law, or law of an EU Member State that is inconsistent with the Federal law of the United States.

1. PROCESSING OF PERSONAL DATA

1.1 Scope. This DPA applies to the Processing of Customer Personal Data that is subject to Applicable Data Protection Laws by Hootsuite in its capacity as a processor or service provider for the purpose of providing the Services.

1.2 Roles. The parties acknowledge and agree that, with regard to the Processing of Customer Personal Data, Customer is the controller or business and Hootsuite is Customer's processor or service provider under Applicable Data Protection Laws.

1.3 Details of Processing. The subject matter, duration, nature, and purpose of the Processing, and the types of personal data or personal information, and categories of data subjects or consumers, are described in **Appendix 1** of this DPA.

1.4 Customer's Responsibilities. Customer shall, in its use of the Services: (a) comply with its obligations as a controller or business and Process Customer Personal Data in accordance with Applicable Data Protection Laws; (b) ensure that its instructions to Hootsuite comply with Applicable Data Protection Laws; (c) have sole responsibility for the accuracy, quality, and legality of Customer Personal Data; and (d) ensure that Customer is entitled to transfer Customer Personal Data to Hootsuite so that Hootsuite and its Subprocessors may lawfully Process Customer Personal Data under Applicable Data Protection Laws.

1.5 Customer's Instructions. Customer instructs Hootsuite to collect, analyze, display, store and otherwise Process Customer Personal Data for the purpose of providing and improving the Services to Customer in a manner consistent with the Agreement, this DPA and, where applicable, the privacy policy published at <https://hootsuite.com/legal/privacy>. Hootsuite will comply with other reasonable instructions provided by Customer (e.g., via email or support tickets) or initiated by Customer's authorized users of the Services, where such instructions are consistent with the terms of the Agreement. Hootsuite will inform Customer if, in its opinion, an instruction infringes Applicable Data Protection Laws.

1.6 Hootsuite's Responsibilities. Hootsuite shall comply with its obligations under Applicable Data Protection Laws in its role as a processor or service provider and notify Customer if it cannot or can no longer meet such obligations. Hootsuite will only Process Customer Personal Data in accordance with Customer's documented instructions as set out in Section 1.5 and agrees that it shall not: (a) "sell" or "share" Customer Personal Data within the meaning of Applicable Data Protection Laws (including the CCPA); (b) retain, use, or disclose Customer Personal Data for any purpose other than the business purposes specified under the Agreement and this DPA; (c) use Customer Personal Data received in connection with the Agreement outside of the relationship between Customer and Hootsuite; or (d) combine Customer Personal Data with information that Hootsuite has received from other sources; in each case except as permitted under the Agreement and Applicable Data Protection Laws.

2. SUBPROCESSORS

2.1 Appointment of Subprocessors. Customer agrees and provides a general written authorization that Hootsuite and its Affiliates may engage Subprocessors, provided that: (a) Hootsuite and each Subprocessor shall enter a written agreement containing data protection obligations that provide an equivalent level of protection for Customer Personal Data as those described in this DPA (in particular, providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of Applicable Data Protection Laws); and (b) Hootsuite shall remain responsible for its Subprocessors' compliance with the

obligations under this DPA and for any acts or omissions of its Subprocessors that causes Hootsuite to breach any of its obligations under this DPA.

2.2 Identification and Notification of Authorized Subprocessors. Hootsuite maintains a list of its authorized Subprocessors at a publicly listed web page, currently found at <https://hootsuite.com/legal/subprocessor-list>. Customer may subscribe to receive notifications of new or replacement Subprocessors by emailing privacy@hootsuite.com with the subject "Subprocessor Subscribe". If Customer subscribes to receive notifications, Hootsuite shall provide thirty (30) days' notification of any intended new or replacement Subprocessor before authorizing such Subprocessor to Process Customer Personal Data in connection with the provision of the applicable Services.

2.3 Right to Object to New Subprocessors. Customer may reasonably object to Hootsuite's use of a new or replacement Subprocessor by notifying Hootsuite promptly in writing within ten (10) business days after receipt of Hootsuite's notice in accordance with Section 2.2. Customer shall explain the reasonable grounds for any such objection, which must relate to compliance with Applicable Data Protection Laws. Upon receipt of an objection, Hootsuite will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid the Processing of Customer Personal Data by the objected-to Subprocessor. If Hootsuite is unable to make such a change or recommendation within a reasonable period of time, Customer may terminate the affected part of the Services in accordance with the terms of the Agreement.

3. CONFIDENTIALITY

3.1 Confidentiality. Hootsuite shall ensure that any persons that it authorizes to Process Customer Personal Data (including its staff, agents and contractors) shall be subject to a duty of confidentiality that survives the termination of their employment and/or contractual relationship.

3.2 Government requests. Hootsuite shall not disclose Customer Personal Data to any law enforcement agency or government authority (collectively, "**Government Authority**") unless instructed by Customer, or as necessary to comply with applicable laws or a valid and binding order of a Government Authority, such as a subpoena or court order. If a Government Authority requests access to Customer Personal Data, and unless legally prohibited from doing so, Hootsuite shall (a) inform the Government Authority that Hootsuite is a processor or service provider and attempt to redirect the Government Authority to Customer (and may provide Customer's basic contact information to the Government Authority for these purposes); and (b) take commercially reasonable steps to notify Customer of legally binding requests to allow Customer to seek a protective order or other appropriate remedy. If Hootsuite is legally compelled to respond to the request, Hootsuite shall review the legality of the request and determine whether the request may be challenged. In any event, Hootsuite shall only disclose the minimum information that is required to comply with the request.

4. SECURITY

4.1 Security Measures. Hootsuite shall maintain an information security program for the Services that aligns with the National Institute of Standards and Technology (NIST) Cybersecurity Framework and the Information Security Management Standard (ISMS) family of standards (ISO/IEC 27000 standard series), or such other alternative standards as are substantially equivalent to those standards, and shall implement and maintain appropriate technical and organizational measures to protect Customer Personal Data from Security Incidents and preserve the security, confidentiality, and integrity of Customer Personal Data, as further described in **Appendix 2** of this DPA ("**Security Measures**"). These Security Measures shall include, as appropriate: (a) the pseudonymization and encryption of Customer Personal Data; (b) the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of Hootsuite's systems and services; (c) the ability to restore the availability and access to Customer Personal Data in a timely manner in the event of a physical or technical incident; and (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing. Hootsuite may update or modify the Security Measures from time to time provided that such updates and modifications do not materially decrease the overall security of the Services provided to Customer.

4.2 Audits and Third-Party Security Certifications. Hootsuite uses external auditors to verify the adequacy of its Security Measures and agrees to having an audit performed: (a) annually; (b) according to AICPA SOC 2 (AT-101) or substantially similar requirements; and (c) by independent third-party security professionals at Hootsuite's selection and expense. Customer agrees that Hootsuite's audit reports and certifications will be used to satisfy any audit or inspection requests by Customer (or Customer's independent, third-party auditor), including for the purposes of meeting any audit obligations under Applicable Data Protection Laws or the SCCs, which Hootsuite will make available to Customer upon written request no more than once per year and subject to the confidentiality obligations set forth in the Agreement (or a separate non-disclosure agreement, if necessary).

5. INCIDENT MANAGEMENT AND NOTIFICATION

5.1 If Hootsuite becomes aware of a Security Incident for which notification to Customer is required under Applicable Data Protection Laws, Hootsuite will, without undue delay, notify Customer of the Security Incident. Hootsuite will include in the notification such information about the Security Incident as Hootsuite is reasonably able to disclose to Customer, taking into account the nature of the Services, the information available to Hootsuite, and any restrictions on disclosing the information, such as confidentiality. Any notice of a Security Incident provided by Hootsuite is not, and will not be construed as, an acknowledgement by Hootsuite of any fault or liability.

6. PRIVACY RIGHTS REQUESTS

6.1 To the extent required under Applicable Data Protection Laws, and insofar as Customer cannot respond through functionality made available via the Services, Hootsuite shall provide Customer with commercially reasonable assistance to enable Customer to respond to requests from data subjects or consumers seeking to exercise their rights under Applicable Data Protection Laws, taking into account the nature of the Processing.

7. DPIA AND CONSULTATIONS

7.1 Upon Customer's reasonable written request, and to the extent required under Applicable Data Protection Laws, Hootsuite shall provide Customer with reasonable cooperation and assistance needed to fulfill Customer's obligations to carry out data protection impact assessments and consult with supervisory authorities related to Customer's use of the Services.

8. INTERNATIONAL DATA TRANSFERS

8.1 **International Data Transfers.** Customer acknowledges and agrees that Hootsuite may transfer and Process Customer Personal Data outside of your country as necessary to provide the Services, including Canada and other countries where Hootsuite, its Affiliates, and Subprocessors maintain data processing operations. Hootsuite shall take all such measures as are necessary to ensure such transfers are made in compliance with applicable European Data Protection Laws. In particular, Customer acknowledges that Hootsuite may Process Customer Personal Data in Canada, a jurisdiction recognized by the European Commission as providing an adequate level of protection for personal data.

8.2 **Standard Contractual Clauses.** To the extent that the transfer of Customer Personal Data from Customer to Hootsuite involves a Restricted Transfer, and the transfer is not covered by adequacy status, then the SCCs shall be incorporated and form an integral part of this DPA, with Customer (and any Customer Affiliates) as the "data exporter" and Hootsuite Inc. as the "data importer", as follows:

- (a) In relation to Customer Personal Data that is subject to the GDPR: (i) Module Two (controller to processor) shall apply; (ii) in Clause 7, the optional docking clause shall apply; (iii) in Clause 9, Option 2 shall apply, and the time period for prior notice of Subprocessor changes shall be as set out in Section 2.2 of this DPA; (iv) in Clause 11, the optional language shall not apply; (v) in Clause 17, Option 1 shall apply, and the SCCs shall be governed by Irish law; (vi) in Clause 18(b), disputes shall be resolved before the courts of Ireland; (vii) Annex I of the SCCs shall be deemed completed with the information set out in **Appendix 1** to this DPA; and (viii) Annex II of the SCCs shall be deemed completed with the information set out in **Appendix 2** to this DPA.
- (b) In relation to Customer Personal Data that is subject to the UK GDPR, the SCCs shall apply in accordance with Section 8.2(a), with the following modifications: (i) the SCCs shall be deemed amended as specified by the UK Addendum, which shall be deemed executed by the parties and incorporated into and form an integral part of this DPA; (ii) any conflict between the SCCs and the UK Addendum shall be resolved in accordance with Section 10 and Section 11 of the UK Addendum; (iii) tables 1 to 3 in Part 1 shall be completed respectively with the information set out in **Appendices 1 and 2** of this DPA; and (iv) table 4 in Part 1 shall be deemed completed by selecting "neither party".
- (c) In relation to Customer Personal Data that is subject to the Swiss FADP, the SCCs shall apply in accordance with Section 8.2(a), with the following modifications: (i) references to "Regulation (EU) 2016/679" and specific articles therein shall be replaced with references to the Swiss FADP and the equivalent articles or sections therein; (ii) references to "EU", "Union" and "Member State" shall be replaced with references to "Switzerland"; (iii) Clause 13(a) and Annex II(C) are not used and the "competent supervisory authority" shall be the Swiss Federal Data Protection Information Commissioner; (iv) references to the "competent supervisory authority" and "competent courts" shall be replaced with references to the "Swiss Federal Data Protection Information Commissioner" and "applicable courts of Switzerland"; (v) in Clause 17, the SCCs shall be governed by the laws of Switzerland; and (vi) in Clause 18(b), disputes shall be resolved before the applicable courts of Switzerland.

8.3 **Clarifications to the Standard Contractual Clauses.** Where the Hootsuite contracting entity under the Agreement is not Hootsuite Inc., such contracting entity (not Hootsuite Inc.) will remain fully and solely responsible to Customer for the performance of the SCCs by Hootsuite Inc. and Customer shall direct any instructions or claims in relation to the SCCs to such contracting entity. The parties agree that if Hootsuite cannot ensure compliance with the SCCs, it shall promptly inform Customer and Customer shall provide Hootsuite with a reasonable period of time to cure the non-compliance, during which time Hootsuite and Customer shall reasonably cooperate to agree what additional safeguards or measures, if any, may be reasonably required. Customer shall only be entitled to suspend the transfer of Customer Personal Data and/or terminate the affected parts of the Services for non-compliance with the SCCs if Hootsuite has not or cannot cure the non-compliance before the end of the cure period. Additionally, in the event Hootsuite adopts an alternative transfer mechanism, such alternative transfer mechanism shall apply instead of the SCCs described in Section 8.2 of this DPA, but only to the extent such alternative transfer mechanism complies with applicable European Data Protection Laws and extends to the territories to which Customer Personal Data is transferred.

9. RETURN AND DELETION OF PERSONAL DATA

9.1 Upon termination of the Services, Hootsuite shall, upon Customer's written request received by Hootsuite within 30 days of termination of the Services, return or delete all Customer Personal Data and copies of such data in its custody or control, unless it is legally required to retain the Customer Personal Data. Until the Customer Personal Data is deleted or returned, Hootsuite shall continue to protect the Customer Personal Data in accordance with the Agreement, this DPA, and Applicable Data Protection Laws.

10. GENERAL PROVISIONS

10.1 **Legal Effect.** This DPA is an addendum to and incorporated as part of the Agreement between Customer and Hootsuite. Except as expressly provided herein, a Hootsuite entity is not a party to this DPA (or the SCCs) unless it is a party to the Agreement. Except for changes made by this DPA, the Agreement remains unchanged and in full force and effect. This DPA supersedes and replaces all prior or contemporaneous representations, understandings, agreements, or communications between Customer and Hootsuite, whether written or verbal, regarding the subject matter of this DPA, including any data processing addenda previously entered into between Hootsuite and Customer.

10.2 **Conflict.** If there is a conflict between any provision of this DPA and any provision of the Agreement, the following order of precedence shall apply: (1) the SCCs; (2) this DPA; and (3) any other part of the Agreement.

10.3 **Termination.** This DPA shall continue in force until the termination of the Agreement.

10.4 **Limitations of Liability.** The liability of each party under this DPA (including the SCCs) shall be subject to the exclusions and limitations of liability set out in the Agreement. For the avoidance of doubt, Hootsuite's and its Affiliates' total liability for all claims arising out of or related to this DPA shall apply in the aggregate for all claims, including by Customer and Customer's Affiliates. In no event does this DPA restrict or limit the rights of any data subject or consumer under Applicable Data Protection Laws or the SCCs.

10.5 **Disclosure of this DPA.** Customer acknowledges that Hootsuite may disclose this DPA and any relevant privacy provisions in the Agreement to a European supervisory authority, or any other European, Canadian, or US judicial or regulatory body upon request.

11. DEFINITIONS

11.1 In this DPA, the following terms have the meanings given to them below:

(a) The terms **“business”**, **“consumer”**, **“controller”**, **“data subject”**, **“personal data”**, **“personal information”**, **“processor”**, **“service provider”**, and **“supervisory authority”** have the meanings given to them under Applicable Data Protection Laws.

(b) **“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. **“Control”**, for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

(c) **“Applicable Data Protection Laws”** means European Data Protection Laws, US Privacy Laws, and all other data protection and privacy laws and regulations as applicable to the Processing of Customer Personal Data under the Agreement.

(d) **“Customer Personal Data”** means any personal data or personal information provided by (or on behalf of) Customer to Hootsuite, or otherwise Processed by Hootsuite on Customer's behalf under the Agreement, as described in **Appendix 1** of this DPA. **“Customer Personal Data”** does not include any personal data or

personal information that Customer Processes via third-party services that are not provided by Hootsuite but which Customer may access or use in connection with the Services.

- (e) **“Europe”** means, for the purposes of this DPA, the European Economic Area and its Member States, Switzerland, and the United Kingdom (“**UK**”).
- (f) **“European Data Protection Laws”** means all data protection and privacy laws and regulations of Europe that are applicable to the Processing of Customer Personal Data under the Agreement, including: (i) the EU General Data Protection Regulation (“**GDPR**”); (ii) any applicable national implementations of the GDPR; (iii) the GDPR as it forms part of UK law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 and the Data Protection Act 2018 (together, the “**UK GDPR**”); and (iv) the Swiss Federal Act on Data Protection Act of 2020 and its Ordinance (“**Swiss FADP**”); in each case as may be amended, superseded, or replaced from time to time.
- (g) **“Hootsuite”** means the Hootsuite entity that is party to the Agreement, being Hootsuite Inc. (111 East 5th Avenue, 3rd Floor, Vancouver, British Columbia, Canada V5T 4L1), Sparkcentral Europe NV (Kempische Steenweg 311 b6.01, 3500 Hasselt, Belgium), Heyday Technologies Inc. (1100 avenue des Canadiens-de-Montréal, Bureau, 150 Montreal, Quebec, Canada, H3B 2S2), Talkwalker S.à r.l. (33 avenue John F. Kennedy, L-1855, Luxembourg), Talkwalker Inc. (3616 Far West Blvd., Suite 117 #419, Austin, TX 78731), Talkwalker Pte. Ltd. (9, Raffles Place, #26-01 Republic Plaza, Singapore 048619), Talkwalker KK (Ark Hills South Tower 16F, 1-4-5 Roppongi, Minato-ku Tokyo, 13, 106-0032, Japan) or Talkwalker India Private Limited (WeWork Enam Sambhav, (Office 03A-121) 3rd Floor, C-20, G Block, BKC, Mumbai, Mumbai City, Maharashtra, India, 400051).
- (h) **“Process”** or **“Processing”** means any operation or set of operations that are performed on Customer Personal Data, whether or not by automated means, including the collection, use, and disclosure of Customer Personal Data.
- (i) **“Restricted Transfer”** means a transfer of Customer Personal Data originating from Europe to a country that does not provide an adequate level of protection for personal data within the meaning of applicable European Data Protection Laws.
- (j) **“Security Incident”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, any Customer Personal Data Processed by Hootsuite in connection with the provision of the Services. This does not include unsuccessful attempts or activities that do not compromise the security of Customer Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.
- (k) **“Services”** means the services provided by Hootsuite to Customer as set forth in the Agreement or associated Order Form or Authorisation Form (as applicable).
- (l) **“SCCs”** means the standard contractual clauses as approved by the European Commission pursuant to its decision 2021/914 of 4 June 2021, as may be amended, superseded, or replaced from time to time.
- (m) **“Subprocessor”** means any third-party processor engaged by Hootsuite or its Affiliates to assist in providing the Services to Customer in accordance with the Agreement and this DPA. Subprocessors do not include Hootsuite’s or its Affiliates’ employees, contractors, or consultants.
- (n) **“UK Addendum”** means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner under section 119A(1) of the Data Protection Act 2018, as may be amended, superseded, or replaced from time to time.
- (o) **“US Privacy Laws”** means all United States federal and state data protection and privacy laws that are applicable to the Processing of Customer Personal Data under the Agreement, including without limitation: (i) the California Consumer Privacy Act, as amended by the California Privacy Rights Act, and any implementing regulations relating to the same (together, the “**CCPA**”); (ii) the Virginia Consumer Data Protection Act (“**CDPA**”); (iii) the Colorado Privacy Act (“**CPA**”); (iv) the Utah Consumer Privacy Act (“**UCPA**”); (v) the Connecticut Data Privacy Act (“**CTDPA**”); the Montana Consumer Data Privacy Act (“**MCDPA**”); (vii) the Texas Data Privacy and Security Act (“**TDPSA**”); (viii) the Oregon Consumer Privacy Act (“**OCPA**”); (ix) the Iowa Consumer Data Protection Act (“**ICDPA**”); (x) the Delaware Personal Data Privacy Act (“**DPDPA**”); (xi) the Nebraska Data Privacy Act (“**NDPA**”); (xii) the New Jersey Data Privacy Act (“**NJDPA**”); (xiii) the Tennessee Information Protection Act (“**TIPA**”); (xiv) the Maryland Online Data Privacy Act (“**MODPA**”); (xv) the New Hampshire Privacy Act (“**NHPA**”); and (xvi) the Minnesota Consumer Data Privacy Act (“**MCDPA**”); in each case when effective and as may be amended, superseded, or replaced from time to time.

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Appendix 1: Description of the Processing

This Appendix describes the processing of Customer Personal Data by the parties in connection with the Services and forms an integral part of the Agreement. Unless otherwise defined herein, capitalized terms in this Appendix will have the same meaning ascribed to them in the Agreement.

(A) List of parties

Data Exporter:	
Name:	The data exporter is the entity identified as "Customer" in the Agreement.
Address:	The address is set out in the Agreement.
Contact person's name, position and contact details:	The contact information is as set out in the Agreement.
Activities relevant to data transferred under these Clauses:	Processing activities in receiving the Services as set forth in the Agreement
Role (controller / processor):	Controller

Data Importer:	
Name:	The data importer is the applicable Hootsuite entity, as set out under Section 8 of the DPA.
Address:	The address of the applicable Hootsuite entity, as set out under section 8 of the DPA.
Contact person's name, position and contact details:	Jennifer Ma, Senior Director, Privacy & Product Compliance and Data Protection Officer
Activities relevant to data transferred under these Clauses:	Processing activities in providing the Services as set forth in the Agreement
Role (controller / processor):	Processor

(B) Description of the processing & transfer

Services	
Categories of data subjects or consumers:	<ul style="list-style-type: none"> Customer's employees, consultants, or contractors authorized to use the Services. Individuals whose personal data or personal information is included in (i) social media and other messaging services (e.g., WhatsApp, WeChat, X, Facebook, Instagram, TikTok, SMS); (ii) chat communications, including posts, communications, messages, pages or feeds; and (iii) other public sources (e.g., Global News Group); and which is processed on behalf of Customer in connection with the Services.
Categories of personal data or personal information:	<p>The information that is processed through the Services is determined and controlled by Customers in their sole discretion and may include the following categories:</p> <p>All Services</p> <ul style="list-style-type: none"> Identification data (e.g., name, social media identifier, username, user ID, profile information, geolocation data) Contact details (e.g., name, email address, telephone number)

	<ul style="list-style-type: none"> Social media content and other internet/platform user generated content (e.g., status updates, posts, comments, pages, profiles, likes, feeds, items on blog or forum containing keywords and characteristics) <p>Hootsuite Services</p> <ul style="list-style-type: none"> Other individual information (e.g., age, gender, employer, profession, geographic location, education, financial status, habits, interests and preferences) Email, documents, user generated content (e.g., messages, posts, photos, videos comments, pages, profiles, feeds or communications on social media sites/networks) and other data in an electronic form Customer inputs and outputs for artificial intelligence enabled Services Content, communications, messages, data, and other information not described above that is sent or received by Customer through the Services Categories of personal data described in the Hootsuite Inbox products, Hootsuite chatbot products, and Hootsuite Listening products <p>Sparkcentral Services; Hootsuite Inbox products</p> <ul style="list-style-type: none"> Messaging content that individuals choose to share (e.g., social media messages, in-app messages, SMS) Social media and messaging metadata (e.g., number of social media followers, number of posts, number of tweets) <p>Heyday Services; Hootsuite chatbot products</p> <ul style="list-style-type: none"> Conversational data (e.g., conversations retrieved and processed through Customer's website or other supported messenger services, and order information) Device and browsing data (e.g., IP address, number of visits to website, number of pages viewed, time spent, chat navigation, users tags) <p>Talkwalker Services; Hootsuite Listening products</p> <ul style="list-style-type: none"> Social media and internet users publicly-available personal characteristics (e.g., age, gender, interests and preferences, professional and educational background, photos and videos) Any other brand monitoring related information published on a publicly available social media or internet site that contains personal information
Sensitive data (if applicable) and applied restrictions or safeguards:	The information that is processed through the Services is determined and controlled by Customers and may include the following sensitive data: personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, data concerning health or sex life, or data relating to offenses, criminal convictions or security measures. See Appendix 2 for applied restrictions and safeguards for sensitive data.
Frequency of the transfer:	Continuous
Nature of the Processing:	Collection, storage, organization, modification, retrieval, disclosure, communication, and other uses in performance of the Services as set out in the Agreement.
Purpose(s) and subject matter of the transfer and further Processing:	<p>Processing activities in performance of the Services as set out in the Agreement, including:</p> <ul style="list-style-type: none"> Providing access to the Hootsuite, Sparkcentral, Heyday, and/or Talkwalker Services; Delivering, maintaining, and updating functionalities as licensed, configured, and used by Customer and authorized users; Monitoring system performance, security, and availability in real-time; Identifying, diagnosing, and resolving technical issues, bugs, and errors, including performing testing and quality assurance; Facilitating integrations with authorized third-party applications and services; and Other processing activities necessary for the performance of the Services in accordance with Customer's documented instructions.
Period and duration for which the personal data or	In accordance with Section 9 of the DPA.

personal information will be Processed and retained:	
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(C) Competent supervisory authority

For the purposes of the SCCs, the competent supervisory authority shall be determined in accordance with the GDPR.

Appendix 2: Security Measures

This Appendix describes the technical and organizational measures to be implemented by Hootsuite and forms an integral part of the Agreement. Unless otherwise defined herein, capitalized terms in this Appendix will have the same meaning ascribed to them in the Agreement.

The technical and organizational measures (“**TOMs**”) to be implemented (including any relevant certifications) to ensure an appropriate level of security taking into account the nature, scope, context and purposes of the processing, and the risks for the rights and freedoms of natural persons, are described for the applicable Services at the following link <https://www.hootsuite.com/legal/security-practices>. The following table provides examples of the TOMs implemented by Hootsuite.

Type of TOMs	Description of TOMs
Measures of pseudonymisation and encryption of personal data	<p><u>Pseudonymisation</u></p> <p>Processing of personal data is limited within the Services. For example, when data is being processed (e.g., retrieved and analyzed), and where feasible, a unique ID is used as an identifier rather than the full personal data fields such as account user's first and last name; and their business email address).</p> <p><u>Encryption</u></p> <p>Data provided by customers to Hootsuite is encrypted during transit and at rest to mitigate against security threats at industry standard levels.</p>
Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services	<p><u>Access controls</u></p> <ul style="list-style-type: none">Access control policies and procedures that address onboarding, off-boarding, transition between roles, regular access reviews, limitations and usage control of administrator privileges, and inactivity timeouts have been implemented.Identification and segregation of conflicting duties and areas of responsibility, such as separation of duties is implemented.A current and accurate inventory of computer accounts is maintained.The principles of 'need-to-know' and 'least privilege' are enforced and user access rights are reviewed on a regular basis to identify excessive privileges.A limit of login attempts is enforced.Remote access to production systems and other sensitive network segments require connection through a VPN. <p><u>Authentication</u></p> <ul style="list-style-type: none">Passwords require a defined minimum complexity. Initial passwords must be changed after the first login.Access to the systems used by Hootsuite employees and contract personnel is controlled by multi-factor authentication (MFA).Single sign-on (SSO) has been implemented company-wide to ensure greater and more centralized access control to the systems used by Hootsuite employees and contract personnel. <p><u>Personnel practices</u></p> <ul style="list-style-type: none">All employees are bound by confidentiality agreements and Hootsuite's security and privacy policies. Upon onboarding and at least annually thereafter, all employees receive security and privacy training.Pre-employment screening (which may include criminal background screening), commensurate with the sensitivity of the role, and where permissible by law, is conducted. <p><u>Intrusion Detection and Monitoring</u></p>

	<ul style="list-style-type: none"> • Intrusion detection mechanisms are used to monitor the Services for unauthorized intrusions. • Firewalls are configured according to industry best practices, and ports not utilized for delivery of the Hootsuite Services are blocked by configuration with our data center provider. • Vulnerability scans are performed on production and commercially reasonable efforts are taken to remediate any findings that present a material risk to the Hootsuite environment. • Screen lockouts are enforced and full disk encryption is implemented for company laptops.
<p>Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident</p>	<p><u>Disaster Recovery</u> Customer data is stored redundantly at multiple locations in Hootsuite's hosting provider's data centers to ensure availability; and there are backup and restoration procedures to allow recovery from a major disaster.</p> <p><u>Backups</u> Customer Content and application source code is automatically backed up at least on a nightly basis. Hootsuite's operations team is alerted in the event of any failure with this system.</p>
<p>Processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing</p>	<p><u>Security team</u> A dedicated Security leader and Security team oversees, monitors and tests the technical and organizational measures implemented for the Services.</p> <p><u>Audits and Certifications</u></p> <ul style="list-style-type: none"> • Independent validation of the existence and maturity of its cyber security program and privacy program through the following certifications: <ul style="list-style-type: none"> ◦ ISO/IEC 27001:2022 Framework for managing information security ◦ ISO/IEC 27701:2019 Privacy controls for protecting personal information ◦ ISO/IEC 27017:2015 Security guidelines for cloud services • An annual SOC 2 Type II audit performed by an independent third-party to test the effectiveness of the technical and organizational measures in place. <p>Hootsuite Services security-related audits and certifications also include:</p> <ul style="list-style-type: none"> • The <u>SOC 3 report</u> outlines information related to Hootsuite's internal controls for security. • Hootsuite has achieved compliance with the <u>UK Cyber Essentials program</u>. • Hootsuite is authorized for use under the U.S. government's <u>Federal Risk and Authorization Management Program</u>, a certification process that is audited against the NIST SP 800-53 standard.
<p>Measures for user identification and authorization</p>	<p><u>Logs</u></p> <ul style="list-style-type: none"> • Logs that record details of transmissions of data from IT systems that store or process personal data and user access to the Services are monitored and reviewed by the Security team to verify authorized access. • All system logs that contain important information, such as authentication, network access logs, etc. are collected in a central repository and monitored by a dedicated team for suspicious activity. <p><u>Encryption and Firewalls</u></p> <ul style="list-style-type: none"> • All public facing interfaces are secured via industry standard encryption and firewalls. • Production systems are only accessible after MFA. • Firewalls (e.g., Web Application Firewall, Network Firewalls) are used and monitored continuously on production systems.

	<p><u>Access Control</u></p> <ul style="list-style-type: none"> Role-based access control is enforced in accordance with 'need-to-know' and 'least privilege' principles
Measures for the protection of data during transmission	<p>The Services support the latest industry-standard secure cipher suites and protocols to encrypt all traffic in transit. Hootsuite currently supports TLS 1.2 or above on its web traffic.</p> <p>Remote access to production systems and some other sensitive network segments is only accessible via a VPN tunnel, which requires MFA and is end-to-end encrypted.</p>
Measures for the protection of data during storage	<p>Customer Content is encrypted at rest (using AES with 128 or 256-bit encryption), where appropriate and having regard to the nature of the content and associated risks.</p> <p>Access controls (as further described above) are implemented to restrict access only to authorized personnel on a 'need-to-know' and 'least privilege' basis for the purpose of maintaining the Services.</p>
Measures for ensuring physical security of locations at which personal data are processed	<p><u>Cloud service provider security</u></p> <p>Hootsuite uses Amazon Web Services (AWS) for its production data centers to provide the Hootsuite, Sparkcentral and Heyday Services. AWS has internationally recognised certifications and accreditations, demonstrating compliance with rigorous international standards, such as ISO 27017 for cloud security, ISO 27018 for cloud privacy, SOC 1, SOC 2 and SOC 3, PCI DSS Level 1. Amazon Web Services' certification and compliance information may be accessed from the AWS Security website and the AWS Compliance website.</p> <p>Hootsuite uses Hetzner for its production data centers to provide the Hootsuite Listening Services and the Talkwalker Services. Hetzner has the ISO 27001 certification.</p> <p><u>Hootsuite office security</u></p> <p>All Hootsuite offices where personal data may be processed have:</p> <ul style="list-style-type: none"> Electronic access control systems to protect the main entry and security areas Monitoring of the facility by security services and access logging to the facility Video surveillance of security-relevant security areas, such as entrances and exits Central assignment and revocation of access authorisations Identification of all visitors by verification of their identity card and registration (a log of visitors is kept) Mandatory identification within the security areas for all employees and visitors Visitors must be accompanied by employees at all times.
Measures for ensuring events logging	<p>All systems used in the provision of the Hootsuite Services, including firewalls, routers, network switches, intrusion detection systems, anti-malware services and operating systems, log information to secure log servers to enable security reviews and analysis.</p> <p>See also: <u>Intrusion Detection and Monitoring</u> above for more details</p>
Measures for ensuring system configuration, including default configuration	<p>Production servers, databases, and cloud security configurations are hardened in line with internal configuration guidelines and in accordance with the Configuration Management Policy.</p>

	<p>The configuration and builds of systems are managed in code via our Configuration Management Systems. Changes to configuration sets require peer review and approval. New instances are created from pre-configured and hardened 'base images'.</p>
Measures for internal IT and IT security governance and management and Measures for certification/assurance of processes and products	<p>Hootsuite implements and maintains industry-standard security policies and procedures that align with the National Institute of Standards and Technology (NIST) cybersecurity framework.</p> <p>There is a dedicated Security leader and team that implements the security policies and standards, and oversees annual audits and certifications as referenced above (for example, SOC 2 Type II, UK Cyber Essentials program, FedRAMP authorization, ISO 27001 depending on the relevant entity it relates to).</p>
Measures for ensuring data minimisation	<p>Access to personal data is restricted on a 'need-to-know' and 'least privilege' basis.</p> <p>Data exporters (customers) are data controllers of the data they choose to upload onto the Services and may decide to limit the amount of data being processed.</p> <p>Access to production servers is controlled through role-based access controls.</p>
Measures for ensuring data quality	<p>Data is retrieved from social media networks in real-time using APIs and the data accuracy and quality will be dependent on the source data from the social networks.</p> <p>Data exporters (customers) are data controllers of the data they choose to upload onto the Services and may update or amend the data to ensure data quality.</p>
Measures for ensuring limited data retention	<p>To maintain data accuracy and minimize data retention, and where applicable to the Services, data retrieved from social networks is only temporarily stored for display.</p> <p>A Records Retention and Destruction Policy is in place and data is retained as long as required to provide the Services, for record keeping purposes, to comply with legal obligations, resolve disputes, and enforce the terms for the Services.</p> <p>Data deletion processes are in place for data subject deletion requests.</p>
Measures for ensuring accountability	<p>A dedicated security leader and team is responsible for ensuring appropriate security and data protection policies and procedures are implemented and adhered to.</p> <p>Hootsuite has appointed a Data Protection Officer who, together with the Privacy team, oversees the privacy program.</p> <p>At the Executive level, leaders are regularly updated on data protection matters and may be involved in providing strategic input into Hootsuite's data protection practices.</p> <p>Employees undergo annual privacy and security training.</p> <p>A process has been implemented to promptly respond to and manage data subject requests, such as requests for access and deletion of their information.</p>

	Hootsuite observes privacy by design principles, including conducting privacy impact assessments and reviews when implementing new product functionality, and new processes.
Measures for allowing data portability and ensuring erasure	Customers may request the return or deletion of all personal data and copies of such data in its custody or control. Processes are in place for data subject deletion requests. For data portability, there are “Data Exporting” options within the Services where Customer content may be exported into CSV formats.
Subprocessor Information	See: https://www.hootsuite.com/legal/subprocessor-list

Schedule J
Third-Party Services – Applicable Terms of Use

If you purchase any of the following Third-Party Services from us as an authorized reseller of such Third-Party Services, the terms and conditions applicable to such services apply.

- **Crowd Analyzer** - Crowd Analyzer Subscription Agreement published at <https://www.crowdalyzer.com/legal/la>
- **Digimind services** - Digimind Social Terms for Hootsuite published at https://social.digimind.com/statics/uploads/public/terms_en.pdf
- **Global Relay services** - Global Relay Service Master Terms of Service (Reseller) published at <https://www.globalrelay.com/company-info/reseller-terms-of-service>
- **Heyday services** - Heyday Terms of Service published at: <https://heyday.hootsuite.com/terms/>
- **Kawo services** - Kawo Customer Terms of Service published at <https://kawo.com/en/terms-of-service>
- **Linkfluence** - Linkfluence Terms and Conditions available at <https://www.meltwater.com/en/terms-of-use>
- **Proofpoint (Nexgate) services** - Nexgate Product Terms of Use published at <https://www.proofpoint.com/us/legal/license> and <https://www.proofpoint.com/sites/default/files/legal-documents/pfpt-en-digital-risk-products-sla.pdf>
- **Pulsar services** - Fenix Media Limited (trading as Pulsar) terms and conditions published at: <https://www.pulsarplatform.com/terms/>
- **Review Trackers services** - Review Trackers Terms of Service published at <https://www.reviewtrackers.com/terms-service/terms-of-service/>
- **Smarsh services** - Smarsh Service Terms published at <http://www.smarsh.com/wp-content/uploads/2017/03/Smarsh-Subscription-Service-Agreement-7-1-Live.pdf>
- **Sparkcentral services** – Sparkcentral Terms of Service published at <https://www.hootsuite.com/legal/sparkcentral-terms-of-service>
- **Synaptive Technologies LTD services** - Synaptive Terms of Service published at <https://www.synaptive.com/terms>
- **Synthesio services** - Synthesio client agreement published at <http://resources.synthesio.com/rs/297-CXJ-795/images/h%26s.pdf>
- **Talkwalker services** - Talkwalker end user license agreement published at <http://www.talkwalker.com/en/terms-of-service>
- **Tint** - Tint Terms of Service available at <https://www.tintup.com/terms>
- **Unmetric Inc.** - Unmetric Terms of Use available at <https://unmetric.com/terms-use>
- **UpContent** - Upcontent terms of service available at <https://www.upcontent.com/enterprise-terms>
- **Upfluence services** - Upfluence software terms and conditions published at: <https://www.upfluence.com/agupv11>
- **ZeroFOX services** - ZeroFOX, Inc. Standard Terms and Conditions published at <https://www.zerofox.com/master-customer-agreement/>

Schedule K

Additional Social Listening Sources – Applicable Terms of Use

If you purchase any listening services or products, you are expressly agreeing to the terms and conditions applicable to the applicable additional listening sources below. **We may update the Additional Social Listening Sources - Applicable Terms of Use from time to time.**

Reddit

Reddit User Agreement published at <https://www.redditinc.com/policies/user-agreement>

- You shall not use Reddit data or any data derived therefrom for any of the following: (i) associating any portion of the Reddit data, including a username or user ID, with a person, household, device, browser, or other off-Reddit identifier; (ii) to use such data in any manner that competes with Reddit's business as an operator of consumer-facing web and mobile applications; (iii) to create a historical database; (v) Incorporating Reddit Data into any product, service, or application; (vi) to make available, share with, sell to, or syndicate with any third parties, including for use in any litigation, arbitration mediation, or other legal, regulatory, administrative, or similar proceeding; (vii) to create, compile, or use for any purpose any data sets derived from or similar to the Reddit data; (viii) for ad targeting or building customer data sets; (ix) to perform background checks or any form of extreme vetting; to perform credit or risk insurance analyses, individual profiling, or psychographic segmentation; or to perform facial recognition; (xii) to obtain non-public information of individual Reddit users, including without limitation, a Reddit user's location (other than country or region), household, device, browser, individual, or other off-Reddit identifier; (xiv) to spam, incentivize, or harass Reddit users; (xv) for the monitoring or measurement of aggregate availability, performance, functionality, usage statistics or results for any comparison benchmarking, site to site competitive purposes or any form of public announcement; (xvi) for any illegal, unauthorized, or otherwise deceptive, unethical, false, misleading, or improper purpose, or to encourage or promote illegal activity or infringement or violation of third-party rights;
- In addition, you may not use the Services to access or use Content from Reddit if you are, or act on behalf of, any government-related entity whose primary function or purpose includes conducting surveillance, gathering intelligence or law enforcement, including but not limited to, police departments, interior ministries, immigration enforcement authorities, justice ministries, state security, intelligence agencies, or defense ministries.

Google Business

When using the Services to access Google Business content, you shall comply with the following:

- Unless expressly permitted by the content owner or by applicable law, you will not, and will not permit your end users or others acting on your behalf to, do the following with content returned from the APIs: (i) Scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header; (ii) Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party; (iii) Misrepresent the source or ownership; or (iv) Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

OPTIONAL ADD-ON SOURCES

The following non-exhaustive list of listening sources are available as optional add-ons through the Talkwalker Services. These sources are delivered by Third-Party Services and may require additional steps to activate, including a separate Authorization Form, a specific line item in your Authorization Form, and/or a direct subscription or agreement with the third-party provider (e.g., LexisNexis, TVEyes). Access to these sources may also be subject to additional Fees and usage terms.

LexisNexis®

- You are required to enter into a Subscription Agreement that we will provide to you. You shall abide by the terms and conditions defined therein throughout your use of LexisNexis services. You understand and agree that LexisNexis services are not sub-licensable. A Subscription Agreement will be required for each access and use by any other corporate entity other than you.
- Certain LexisNexis data may be subject to additional restrictions, such as limitations on use by industry, geography, or market (e.g., academic), or prohibitions on specific applications (e.g., generative AI, private model training). Some content, particularly from European sources, may require parallel licensing from third-party rights organizations (such as the NLA, CFC, or similar agencies). LexisNexis will identify such data, and you agree to comply with all applicable restrictions and licensing requirements. You may not store LexisNexis data for longer than ninety (90) days. Upon termination or expiry of your Subscription Agreement, you must immediately cease all use of LexisNexis data and its derivatives (except as expressly permitted in the Subscription Agreement) and, within thirty (30) days, purge all such data and derivatives within your control. You may retain data only to the extent required by legal or regulatory obligations or as otherwise expressly permitted under the Subscription Agreement. Upon request, you will certify in writing that you have complied with this requirement.

TVEyes

The TVEyes User Rules are as follows:

- To use the TVEyes service only for internal business purposes and only for lawful purposes in compliance with all applicable laws and regulations and, further, not to use or knowingly to permit use of the mode TVEyes service for:

- the collection/distribution of any material which infringes on the Intellectual Property Rights of any third party; and
- the mass distribution of unsolicited email or the solicitation of mail for any addresses other than your own (without the prior consent of the intended recipient); and
- any activity contrary to any applicable laws and regulations (including without limitation the Computer Misuse Act 1990).
- That you shall be wholly responsible for notifying all of your agents, contractors, employees, and other approved third parties who use and/or have access to the Talkwalker branded TVEyes service of the User Rules and shall ensure that no unauthorized third parties have any access to passwords;
- That TVEyes reserves the right at any time to amend the User Rules;
- That Customer may include TVEyes data in coverage reports, etc., including URL instalinks, for non-commercial use purposes;
- That any breach to any of the foregoing rules may cause Talkwalker and/or any of its affiliates to terminate the relevant Order Form for breach and ask for potential damages, if any;
- That TVEyes content is restricted in certain geographies.

CEDRO

Articles provided in the CEDRO database are for internal business use only. You shall not commercially exploit the articles contained in the CEDRO database, independently or as a newspaper library e.g. through renting, reselling etc. The use of articles (reproduction, distribution and public communication, including making them available) of which the editor has made an express reservation of rights or has decided to remove them from his publications is prohibited. The following actions in the CEDRO repository are prohibited: use of the articles without maintaining the typographical and presentation characteristics, page by page; total or partial elimination or modification of the content or form of the articles or of the reservations of rights, if applicable; use of the articles with uses or destinations other than the preparation, distribution or public communication, including the making available of press reviews; use of articles or press summary without showing respect of the author's moral rights; reproduction of articles from illegitimate or unauthorised sources.

NLA

The Company understands and agrees that access to NLA licensed content is made (i) subject to NLA's approval and the payment of license fees to the NLA; (ii) under the rules of the NLA as they can be found at www.nla.co.uk; and (iii) that Talkwalker may disclose its name, contact details and usage information to the NLA without any breach of its confidentiality obligations.

CFC

Company understands and agrees that access to Third-Party Content belonging to the "Répertoire Centre Français du droit de Copies ("CFC")" (hereinafter "CFC Content") is made subject to Talkwalker's (i) payment of license fees to the CFC and (ii) disclosure of Company's name, the start date of Company's subscription, and list of CFC Content visited by Company, without any breach of its confidentiality obligations. Company may directly contact the Data Protection Officer of the CFC at the following address in order to exercise its right of access, modification, or deletion of their personal data: dpo@cfcopies.com.

Moody's

The Moody's Terms of Agreement: <https://www.moodys.com/web/en/us/site-assets/online-terms-of-agreement.pdf>

Trustpilot

The Trustpilot Terms of Use published at: <https://legal.trustpilot.com/for-businesses/terms-of-use-and-sale-for-businesses>.

Quora

The following terms governing your use of Content obtained from Quora:

- Your use of Quora Materials shall be strictly limited to internal use without any rights to sublicense further. In addition, the use of "Quora Materials" and Derived Works from "Quora Materials" is restricted to (i) non-public display (except for Talkwalker Command Center), (ii) internal purposes for the generation of data analytics for business intelligence, media monitoring, and other analytics-based value-added services related to social media data for Company's authorized customers, and (iii) enterprise API. You shall not make Quora Materials programmatically available to any third party via APIs or other means.
- You shall not use the Quora Materials for any of the following: (i) to investigate, track, or surveil Quora's users or and of such user's content, or obtain any information regarding Quora's users or such user's content in any manner that would require a court order, subpoena, or other judicial or governmental directive; (ii) to use for any unlawful, illegal, discriminatory, or unauthorized improper purpose, which is any purpose not explicitly authorized herein; (iii) to derive or obtain non-public information of individual Quora users, including without limitation, a user's location; (iv) to display, distribute, or otherwise make available any information or data which would be inconsistent with Quora user's reasonable expectation of privacy; (v) to segment, target, or profile any individual user based on health, negative financial status or condition, political affiliation or beliefs, sex life or sexual orientation, racial or ethnic origin, religious or philosophical affiliation or beliefs, trade union membership, data relating to any alleged or actual commission of a crime, or any sensitive categories of personal information prohibited by law; and (vi) to extract Quora users' details from the Quora Materials and intentionally target Quora users with advertising outside of Quora's platform, including without limitation on other advertising networks, via data brokers, or through any other advertising or monetization services; (vii) any publication and/or any analysis thereof without prior written consent; (viii) to access or analyze Quora data for the monitoring or measurement of aggregate availability, performance, functionality, usage statistics or results for any

comparison benchmarking, site to site competitive purposes or any form of public announcement which includes, without limitation, the monitoring or measuring of Quora responsiveness or user metrics such as total number of active users, accounts, views, user engagements or account engagements.

Review Trackers

When you access and use Review Trackers's content, you must comply with Review Trackers's policies and procedures applicable to the Services, including the Terms and Conditions located at <https://www.reviewtrackers.com/terms-service>