

Khoros Firehose Terms and Conditions

These Terms and Conditions ("Terms") govern your access to and use of the Data Firehose Feature ("Feature") within the Khoros Communities Platform ("Platform"). By accessing or using the Feature, you agree to be bound by these Terms, in addition to the Service Order ("SO"), Master Services Agreement ("MSA") and Data Protection Agreement ("DPA") governing your relationship with Khoros, and our Privacy Policy. If you do not agree with these Terms, do not use the Feature.

1. Description of the Data Firehose Feature

The Feature provides near real-time access to an unfiltered stream of data generated by Platform activities, including posts, interactions, and other user-generated content on the Platform. The data is provided in a raw format and may include personal information shared by Platform members.

2. Eligibility and Access

You must be a registered user of the Platform and have explicit authorization to access the Feature. Khoros may ask you to provide us with information about yourself (e.g., your name and email) in order to access and use the Feature. You consent to Khoros collecting and using this information. If there are any changes to the information you provide us, you must notify us of those changes and keep your information accurate, complete, and up-to-date at all times.

You agree to only access and use the Platform and the Feature through tokens, keys, passwords, login credentials, and/or other access controls that are authorized and made available to you by Khoros (collectively, "Access Info"), and you must use your Access Info in accordance with these Terms of Service and your SO/MSA. You may not share your Access Info with any other third party without Khoros's permission, and you will keep your Access Info secure at all times. Further, you are solely responsible for the acts and omissions of your end-users.

3. License Grant

Khoros grants to you a non-exclusive, non-transferable, non-sublicensable, revocable license to use the Feature solely for the purposes set forth in this Agreement and for no other purpose. You shall not reverse engineer, decompile, disassemble, translate, or otherwise derive source code, trade secrets, or know-how in or underlying the Feature. Any unauthorized use of the Feature or data derived therefrom is strictly prohibited.

In turn, any licenses to Customer Data (defined below) are as indicated in the applicable MSA between you and Khoros. Khoros will use Customer Data solely for the purpose of providing the Feature or as otherwise permitted by applicable laws and/or the MSA. Khoros will not use Customer Data for any other purpose without your prior written consent. Unless otherwise defined in your MSA with Khoros, "Customer Data" means data in electronic form or information

submitted by you, your Authorized Users, by your customers/end users, and any other information that may be pulled in through APIs or integrations.

4. Intellectual Property

You retain all rights, title, and interest in and to the Customer Data. Khoros retains all rights, title, and interest to the Feature, the Platform, and any other associated intellectual property rights.

5. Data Usage

5.1. Prohibited Uses: You may not use the data:

Knowingly or unknowingly to violate any local, state, national, or international law or regulation, including data privacy and protection laws;

To infringe on the privacy, intellectual property, or any other rights of individuals or entities;

To develop or enhance products that directly compete with Khoros or its offerings;

To create any commercially saleable application without first obtaining Khoros' prior written approval;

6. Data Privacy and Security

6.1. User Privacy: You agree to comply with the DPA that you have with Khoros, which may be updated from time to time, and all applicable data protection and privacy laws.

6.2. Security Measures: Except as expressly permitted under these Terms, you will not share or make available to a third party any Access Info to the Feature, Platform, or any other Khoros-licensed materials. You will also use commercially reasonable efforts to protect against any unauthorized access or use of the Feature (including destruction, loss, alteration, disclosure, distribution, or other compromise). You will maintain administrative, physical, and technical safeguards that are designed to prevent unauthorized access and use of the Feature and comply with applicable laws and regulations, including relating to data security and privacy (for example, implementing controls to delete data and limit data storage). You will use industry-standard security measures to prevent unauthorized access or use of any of the features and functionality of the Feature and Platform, including access by viruses, worms, or any other harmful code or material. Except as expressly permitted herein, you will keep Khoros materials confidential and secure from unauthorized access by using industry-standard organizational and technical safeguards for the data, and with no less care than you use in connection with securing similar data you store.

You will immediately notify Khoros and provide any information reasonably requested by Khoros if you know of or suspect any incidents of unauthorized access or breach of security, potential vulnerability, or incidents that are reasonably likely to compromise the security, confidentiality, or integrity of your systems (or the systems of those acting on your behalf) that process or relate to the Feature or Platform. In the event of any of the foregoing incidents, you will consult and cooperate with Khoros, assist with any required notices, keep Khoros regularly updated about

the incident, and immediately remedy any breach or potential vulnerability resulting from your access to the Feature or Platform.

6.3. Data Retention. You understand and agree that you - and you alone - are responsible for maintaining and erasing Customer Data in accordance with applicable privacy laws.

7. Rate Limits and Data Access

7.1. Limits: Any rate limits or other access restrictions on the Feature will be detailed in the applicable SO.

7.2. Changes: Khoros may modify, suspend, or terminate access to the Feature at any time, with or without notice.

8. Warranties; Indemnification; Liability

8.1. No Warranty: Khoros does not represent or warrant that the Feature is free of inaccuracies, errors, bugs, or interruptions, or is reliable, accurate, complete, or otherwise valid. The Feature is provided "as is" with no warranty of any kind, and Khoros expressly disclaims any and all warranties and conditions, including any implied warranty of merchantability, fitness for a particular purpose, availability, security, title, or non-infringement. Your use of the Feature is at your own discretion and risk, and you will be solely responsible for any damage that results from the use of the Feature, including any damage to your computer system or loss of data.

8.2. Indemnification: You agree to indemnify, defend and hold harmless Khoros from any third party claims, losses, damages, or expenses (including reasonable attorney's fees) arising from your use of the Feature.

8.3. Limitation of Liability: In no event shall Khoros be liable for any direct, indirect, incidental, special, or consequential damages resulting from your use of the Feature.

9. Termination

Khoros reserves the right to suspend or terminate your access to the Feature at any time, for any reason, including but not limited to your violation of these Terms.

10. Modification of Terms

Khoros may modify these Terms at any time by posting an updated version on our website. Continued use of the Feature after any such modifications will constitute your consent to the revised Terms.

11. Governing Law

These Terms are governed by and construed in accordance with the laws of Austin, Texas, without regard to its conflict of law principles.

12. Contact Information

If you have any questions or concerns regarding these Terms, please contact us at legal@khoros.com.