



Intelligent Web Engagement – Halda Terms & Conditions

These Company Terms and Conditions (this “**Agreement**”) are a legally binding contract between you (“**Customer**,” “**you**,” or “**your**”) and Halda Inc. (“**Halda**,” “**us**,” “**we**,” or “**our**”) regarding your use of the Halda products and services (the “**Service**”) that you purchased access to from Ruffalo Noel Levitz, LLC (“**Reseller**”). For purposes of this Agreement, “**Order**” means the agreement between you and Reseller regarding provision of the Service to you. This Agreement is hereby incorporated into and made part of your Order.

YOU AGREE TO RECEIVE TEXTS FROM OR ON BEHALF OF HALDA AT THE PHONE NUMBER YOU PROVIDE TO HALDA. THESE TEXTS MAY INCLUDE OPERATIONAL MESSAGES ABOUT YOUR USE OF THE SERVICE. YOU UNDERSTAND AND AGREE THAT THESE TEXTS MAY BE CONSIDERED TELEMARKETING UNDER LAW, THEY MAY BE SENT USING AN AUTOMATIC TELEPHONE DIALING SYSTEM OR OTHER AUTOMATED TECHNOLOGY, AND YOUR CONSENT IS NOT A CONDITION OF ANY PURCHASE.

1. **Defined Terms.** Certain capitalized terms used in this Agreement are defined in Section 11 (Definitions) and others are defined contextually in this Agreement.
2. **Applicability of Agreement.** If the Service is being used on behalf of a company or other entity by an individual authorized to accept this Agreement on its behalf, then all references to “Customer,” “you,” or “your” refer to the company or other entity. If you are a company or other entity, the individual accepting this Agreement on your behalf represents and warrants that they have authority to bind you to this Agreement. If you do not agree to the terms and conditions of this Agreement, then you do not have our permission to use the Service. Your use of and our provision of the Service to you constitutes a legally binding commitment by Halda and by you to be bound by this Agreement.

Customer is responsible for all individuals who access or use the Service on behalf of Customer or as a result of Customer’s use of the Service (“**End Users**”). If Customer becomes aware of any unauthorized use of the Service or noncompliance with this Agreement by any End User, Customer will immediately notify Halda and, at Halda’s direction, use its best efforts to assist Halda in enforcement of this Agreement.

3. **The Service.**
 - i. **Access.** Subject to Customer’s complete and ongoing compliance with the Order and this Agreement, Halda grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service.
 - ii. **Account Registration.** To access certain features of the Service, Customer and its Authorized Users must register for an account (“**Account**”) and, in doing so, may be required to provide Halda with certain information (such as name, email address, or other contact information). Customer agrees that the information it and its Authorized Users provides to Halda is accurate, complete, and not misleading, and that it will keep it accurate and up to date at all times. Only Authorized Users, using the mechanisms designated by Halda (“**Log-in Credentials**”), may access and use the Service. Each Authorized User must keep its Log-in Credentials confidential and not share them with anyone else. Customer is responsible for its Authorized Users’ compliance with this Agreement and all actions taken through their Log-in Credentials (excluding misuse of the Log-in Credentials caused by Halda’s breach of this Agreement). Customer will promptly notify Halda if it becomes aware of any compromise of any Log-in Credentials. Halda may Process Log-in Credentials in connection with Halda’s provision of the Service or for Halda’s internal business purposes. Customer represents and warrants to Halda that: (a) it has not previously been suspended or removed from the Service; and (b) its registration and use of the Service is in compliance with all Laws.

- iii. Restrictions. Customer will not (and will not permit End Users or anyone else to) do any of the following: (a) provide access to, distribute, sell, or sublicense the Service to a third party (other than End Users); (b) use the Service to develop a similar or competing product or service; (c) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to the Service, except to the extent expressly permitted by Law (and then only with prior notice to Halda); (d) modify or create derivative works of the Service or copy any element of the Service; (e) remove or obscure any proprietary notices in the Service; (f) publish benchmarks or performance information about the Service; (g) interfere with the operation of the Service, circumvent any access restrictions, or conduct any security or vulnerability test of the Service; (h) transmit any viruses or other harmful materials to the Service; (i) take any action that risks harm to others or to the security, availability, or integrity of the Service; (j) access or use the Service in a manner that violates any Law; or (k) use the Service with Prohibited Data or for High Risk Activities. Customer acknowledges that the Service is not intended to meet any legal obligations for these uses. Notwithstanding anything else in this Agreement, Halda has no liability for Prohibited Data or use of the Service for High Risk Activities.
- iv. Support. Halda will use commercially reasonable efforts to provide Customer with support for the Service ("**Support**").
- v. Use of Customer Data. Customer grants Halda the non-exclusive, worldwide, sublicensable right to use, copy, store, disclose, transmit, transfer, publicly display, modify, and create derivative works from Customer Data only as necessary to: (a) provide the Service; (b) derive or generate Usage Data; (c) create and compile Aggregated Data; and (d) as otherwise required by Laws or as agreed to in writing between Halda and Customer.
- vi. Privacy Policy. To the extent Personal Data (as defined in Halda's Privacy Policy at <https://www.halda.ai/privacy>) is uploaded, transmitted, submitted, provided, or Processed in connection with Customer's use of the Service, Halda will comply with the Privacy Policy.
- vii. Usage Data; Aggregated Data. Halda may Process Usage Data and Aggregated Data for internal business purposes, including to: (a) track use of Service for billing purposes; (b) provide Support; (c) monitor the performance and stability of the Service; (d) prevent or address technical issues with the Service; (e) develop and improve the Service and Halda's other products and services; and (f) conduct any lawful business practices, such as generating analytics, benchmarking, and reports. Customer will not interfere with Halda's Processing of Usage Data.
- viii. Customer Obligations. Customer is responsible for Customer Data, including its content and accuracy, and will comply with Laws (and any other policies that Halda may make available from time to time) when using the Service. Customer represents and warrants that it has made all disclosures, provided all notices, and has obtained all rights, consents, and permissions necessary for Halda to Process Customer Data as set forth in this Agreement without violating or infringing Laws, third-party rights, or terms or policies that apply to Customer Data.
- ix. Suspension. Halda may immediately suspend Customer's and any End Users' access to the Service if: (a) Customer breaches Section 3.iii. (Restrictions) or Section 3.viii. (Customer Obligations); (b) changes to Laws or new Laws require that Halda suspend the Service or otherwise may impose additional liability on us; or (c) Customer or an End User actions risk harm to any of Halda's other customers or the security, availability, or integrity of the Service. Where practicable, Halda will use reasonable efforts to provide Customer with prior notice of such suspension. If the issue that led to the suspension is resolved, Halda will use reasonable efforts to restore your access to the Service.
- x. Modifications to the Service. Halda may modify or discontinue all or any part of the Service at any time (including by limiting or discontinuing certain features or functionality of the Service), temporarily or permanently, without notifying Customer (except that Halda will use commercially reasonable efforts provide Customer with 30 days' prior notice in the event of any deprecation of any material feature or functionality of the Service). Halda will have no liability for any change or modification to the Service or any suspension or termination of access to or use of the Service as a result thereof; provided that, if Halda discontinues the Service completely, Reseller will refund to

Customer a pro-rata portion of Fees (defined below) received for the remainder of the applicable the Subscription Term (defined below). Notwithstanding the foregoing, any such change or modification will only apply on a going-forward basis with respect to any Order entered into or renewed after Halda's implementation thereof.

- xi. Customer Systems. Customer will provide and maintain any hardware, software, other technology, and infrastructure that Customer requires to access and use the Service as defined in the current version of Halda's usage guidelines and standard technical documentation for the Service that Halda makes generally available to Halda's customers (the "**Documentation**").
- xii. Third-Party Platforms. Use of Third-Party Platforms are subject to Customer's agreements with the relevant provider and not this Agreement. Halda does not control and will have no liability for Third-Party Platforms, including their security, functionality, operation, availability, or interoperability with the Service or how the Third-Party Platforms or their providers use Customer Data. By enabling a Third-Party Platform to interact with the Service, Customer authorizes Halda to access and exchange Customer Data with such Third-Party Platform on Customer's behalf. Third-Party Platforms may be subject to eligibility requirements, certification requirements, or other terms as set out by the third party that Customer must ensure that they are in compliance with.

4. **Limited Warranty; Disclaimer.**

- i. Limited Warranty. Halda warrants to Customer that the Service will perform materially as described in the Documentation during the applicable Subscription Term ("**Limited Warranty**").
- ii. Disclaimer. EXCEPT FOR THE LIMITED WARRANTY IN SECTION 4.i., THE SERVICE IS PROVIDED "AS IS." HALDA, ON ITS OWN BEHALF AND ON BEHALF OF ITS SUPPLIERS AND LICENSORS, MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT. WE DO NOT WARRANT THAT CUSTOMER'S USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT HALDA WILL REVIEW CUSTOMER DATA FOR ACCURACY, OR THAT IT WILL MAINTAIN CUSTOMER DATA WITHOUT LOSS. HALDA IS NOT LIABLE FOR DELAYS, FAILURES, OR PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE HALDA'S CONTROL. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE PERFORMANCE TO THE SHORTEST LEGALLY PERMITTED PERIOD.
- iii. Warranty Remedy. If Halda breaches a Limited Warranty during the Subscription Term and Customer makes a reasonably detailed warranty claim in the manner required by Halda within 30 days of discovering a breach of the Limited Warranty for the Service, then Halda will use reasonable efforts to correct the non-conformity. If Halda cannot do so within 30 days of receipt of Customer's warranty claim, Customer may elect to terminate its Account and cease its use of the Service, and Reseller will then refund to Customer any pre-paid, unused Fees for the terminated portion of the applicable Subscription Term. This Section 4.iii. sets forth Customer's exclusive remedy and Halda's entire liability for breach of the Limited Warranty. This warranty does not apply to: (a) issues caused by Customer's or End Users' misuse of, or unauthorized modifications to, the Service; (b) issues in or caused by Third-Party Platforms or other third-party systems; (c) use of the Service other than according to the Documentation; or (d) trial or beta versions of the Service, or other free or evaluation use.

5. **Term and Termination.**

- i. Term. This Agreement commences on the date Customer accepts the Order and continues in effect for the Subscription Term or, if the Order is terminated prior to the end of the Subscription Term, until such date that the Order is terminated.
- ii. Suspension. If Customer violates any provision of this Agreement, then your authorization to access the Service and this Agreement automatically terminates. In addition, Halda may, in its sole discretion, terminate this Agreement or any Account on the Service, or suspend or terminate

Customer's or any End Users' access to the Service, at any time for any reason or no reason, with or without notice, and without any liability to Customer arising from such termination; provided that, if Halda terminates this Agreement or Customer's (and not just a specific End User's) access to the Service other than for Customer's material breach, Reseller will refund to Customer a pro-rata portion of Fees received for the remainder of the applicable the Subscription Term.

- iii. **Effect of Termination.** Upon expiration or termination of an Order, Customer's access to and use of, and Halda's obligations to provide, the Service will cease. During a Subscription Term and for the 30-day period immediately following the date of expiration or earlier termination of the applicable Subscription Term, Customer may export Customer Data from the Service using the export features described in the applicable Documentation. After such 30-day period, Halda will have no obligation to store or retain the applicable Customer Data and may delete the applicable Customer Data at any time in its sole discretion. Customer Data and other Confidential Information (defined below) may be retained in Recipient's (defined below) standard backups notwithstanding any obligation to delete the applicable Confidential Information, but such retained Confidential Information will remain subject to this Agreement's confidentiality restrictions.
 - iv. **Survival.** The following Sections survive any expiration or termination of this Agreement: 3.iii. (Restrictions), 3.vii. (Usage Data; Aggregated Data), 3.viii. (Customer Obligations), 4.ii. (Disclaimer), 5.iii. (Effect of Order Termination), 5.iv. (Survival), 6 (Ownership), 7 (Limitations of Liability), 8 (Indemnification), 10 (Miscellaneous), and 11 (Definitions). Except where an exclusive remedy is provided in this Agreement, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.
6. **Ownership.** Neither party grants the other any rights or licenses not expressly set forth in this Agreement. Except as expressly provided in this Agreement, as between Customer and Halda, Customer retains all intellectual property rights and other rights in Customer Data. Except for Customer's use pursuant to this Agreement, Halda and its licensors retain all intellectual property rights and other rights in the Service, Software, Documentation, Usage Data, Aggregated Data, and Halda's technology, templates, formats, and dashboards, including any modifications or improvements to the foregoing (collectively, "**Halda IP**"). If Customer provides Halda with any feedback or suggestions regarding the Service or Halda's other products or services, Halda may use such feedback or suggestions without restriction or obligation in perpetuity.
7. **Limitations of Liability.** Except for breaches of Sections 3.i. (Access), 3.iii. (Restrictions), 9 (Confidentiality), and Customer's indemnification obligations in Section 8 (Indemnification), neither Halda's, Customer's, or their respective suppliers or licensors will have any liability arising out of or related to this Agreement: (1) for any loss of use, lost data, lost profits, failure of security mechanisms, interruption of business, or any indirect, special, incidental, reliance, or consequential damages of any kind, even if informed of their possibility in advance; and (2) that in the aggregate exceeds the amounts paid or payable by Customer to Reseller pursuant to the applicable Order during the 12 months prior to the date on which the applicable claim giving rise to the liability arose under this Agreement. The waivers and limitations in this Section 7 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.
8. **Indemnification.** Except to the extent restricted under applicable law, Customer will defend Halda from and against any third-party claim to the extent resulting from Customer Data or Customer's breach or alleged breach of Section 3.viii. (Customer Obligations), and will indemnify and hold Halda harmless against any damages and costs awarded against Halda (including reasonable attorneys' fees) or agreed in a settlement by Customer resulting from the claim.
9. **Modifications.** Halda may modify this Agreement from time to time upon notice to Reseller. Modifications will take effect upon commencement of Customer's next Subscription Term or Order unless Reseller indicates an earlier effective date. If Halda requires modifications with an earlier effective date and Customer objects, Customer's exclusive remedy is to terminate this Agreement with notice to Reseller, in which case Reseller will provide Customer a refund of any pre-paid but unused Fees. To

exercise this termination right, Customer must notify Reseller of its objections within 30 days after Customer receives notice of the modified Agreement. Once the modified Agreement takes effect, Customer's continued use of the Service constitutes its acceptance of the modifications. Reseller may require Customer to click to accept the modified Agreement.

10. Miscellaneous.

- i. General Provisions. This Agreement, including the Privacy Policy, Orders, Additional Terms (defined below), and any other agreements expressly incorporated by reference into this Agreement, are the entire and exclusive understanding and agreement between Customer and Halda regarding your use of the Service. Halda may freely assign and transfer this Agreement and all rights granted hereunder at any time without notice or consent. The failure to require performance of any provision will not affect Halda's right to require performance at any other time after that, nor will a waiver by Halda of any breach or default of this Agreement, or any provision of this Agreement, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of Section headers in this Agreement are for convenience only and will not have any impact on the interpretation of any provision. Neither party is liable for any delay or failure to perform any obligation under this Agreement due to events beyond its reasonable control, such as a strike, pandemic, epidemic, health emergency, blockade, war, pandemic, act of terrorism, riot, Internet or utility failures, refusal of government license, or natural disaster. Throughout this Agreement the use of the word "including" means "including but not limited to." If any part of this Agreement is held to be invalid or unenforceable, then the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.
- ii. Governing Law. This Agreement is governed by the governing law set forth in the Order (and if no governing law is specified, then the laws of the State of Utah will apply), without regard to conflicts of laws provisions that would result in the application of the laws of another jurisdiction and without regard to the United Nations Convention on the International Sale of Goods.
- iii. Additional Terms. Customer's use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that Halda may post on or link to from the Service ("**Additional Terms**"). All Additional Terms are incorporated by this reference into, and made a part of, this Agreement.
- iv. Consent to Electronic Communications. By using the Service, Customer consents to receiving certain electronic communications from Halda as further described in Halda's Privacy Policy. Please read Halda's Privacy Policy to learn more about Halda electronic communications practices. Customer agrees that any notices, agreements, disclosures, or other communications that Halda sends to Customer electronically will satisfy any legal communication requirements, including that those communications be in writing.
- v. Contact Information. The Service is offered by Halda Inc., located at 560 South 100 West Street, Suite 7, Provo, Utah 84601. Customer may contact Halda by sending correspondence to that address or by emailing Halda at hey@halda.ai.
- vi. Notice to California Residents. If Customer is a California resident, then under California Civil Code Section 1789.3, Customer may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at +1-800-952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

11. Definitions.

- i. "**Aggregated Data**" means Customer Data that has been deidentified or aggregated with other data such that the resulting data no longer reasonably identifies Customer or a specific individual.
- ii. "**Authorized User**" means any employee or contractor of Customer that Customer allows to use the Service on Customer's behalf.

- iii. **“Customer Data”** means any data or information that Customer or any End User submits, posts, uploads, transfers, or otherwise transmits to the Service, including from Third-Party Platforms.
- iv. **“Customer Systems”** means Customer’s hardware, software, other technology, and infrastructure that Customer is required to provide and maintain in order for Customer to access and use the Service.
- v. **“Fees”** means the fees paid by Customer to Reseller for access to the Service pursuant to an Order.
- vi. **“High Risk Activities”** means activities where use or failure of the Service could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.
- vii. **“Laws”** means all applicable relevant local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications, and export of data, including Customer Personal Data and Customer Personal Information.
- viii. **“Privacy Policy”** means the Privacy Policy <https://www.halda.ai/privacy>.
- ix. **“Process”** means to collect, access, use, disclose, transfer, transmit, store, host, or otherwise process.
- x. **“Prohibited Data”** means any: (a) special categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation; (b) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) (“HIPAA”); (c) credit, debit, or other payment card data subject to the Payment Card Industry Data Security Standards; (d) other information subject to regulation or protection under specific Laws such as the Children’s Online Privacy Protection Act or Gramm-Leach-Bliley Act (or related rules or regulations); (e) social security numbers, driver’s license numbers, or other government ID numbers; or (f) any data similar to the above protected Laws.
- xi. **“Software”** means any software, scripts, or other code required by Halda to operate the Service.
- xii. **“Subscription Term”** means the period during which Customer’s subscription to access and use the Service is in effect, as identified in the applicable Order.
- xiii. **“Third-Party Platform”** means any third-party platform, add-on, service, or product not provided by Halda that Customer elects to integrate or enable for use with the Service.
- xiv. **“Usage Data”** means information generated from Customer’s and End Users’ use of the Service, which data does not identify any End User, natural human persons, or Customer. Usage Data may include data such as technical logs and learnings about Customer’s and End Users’ use of the Service, but excludes any identifiable Customer Data.

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