

Calabrio End User License Agreement Cloud Services

CAREFULLY READ THE FOLLOWING END USER LICENSE AGREEMENT (“EULA”). YOUR USE OR CONTINUED USE OF THE CLOUD SERVICES (DEFINED BELOW) INDICATES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS EULA. IF YOU DO NOT AGREE TO THIS EULA, YOU MUST CEASE USE OF THE CLOUD SERVICES. YOU OR YOUR AUTHORIZED USERS MAY BE REQUIRED TO CLICK AN ACCEPTANCE BOX WITHIN THE SOFTWARE UPON USE.

“You” means the party that has purchased a subscription to the Cloud Services from an authorized reseller and is authorized thereunder to use the Cloud Services in accordance with this EULA. Each of “we”, “us”, “our”, and “Calabrio” means Calabrio, Inc.

You and we are each individually a “Party” and collectively are the “Parties” to this EULA. This EULA governs the use of our software (as well as any upgrades, modified versions, updates, additions and copies thereof), hosted applications or other downloadable applications, associated websites, and other services provided by us (“Cloud Services”) and any related explanatory materials (“Documentation”) downloaded through this site or through Calabrio’s customer portal located at <https://success.calabrio.com> or another successor portal operated by Calabrio (“Customer Success Center”).

1. AUTHORIZATION

Subject to the terms and conditions of this EULA and only during any applicable term of your subscription for Cloud Services, Calabrio hereby grants to you a limited, revocable, worldwide, non-exclusive, non-transferrable, non-sublicensable right to access, use, run, and have run the Cloud Services on a subscription basis and solely for your internal business purposes. You acknowledge that the foregoing authorization is not contingent on Calabrio’s delivery of any future functionality or feature and is not dependent on any oral or written comments made by Calabrio regarding any functionality or features.

2. RESTRICTIONS

You will not yourself, or through any legal entity controlling, controlled by, or under common control with you (an “Affiliate”), employee, consultant, contractor, agent, or other third party, (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the Cloud Services; (b) access or use any portion of the Cloud Services, except as expressly authorized in accordance with this EULA; (c) disassemble, decompile, or otherwise reverse engineer (or attempt to do so) all or any portion of the Cloud Services; (d) use the Cloud Services for any unlawful purposes; (e) use the Cloud Services to provide processing services to third parties or on a service bureau basis; (f) export the Cloud Services or Documentation in violation of any applicable laws; (g) modify, adapt, or use the Cloud Services to develop any software application; (h) conduct vulnerability or penetration testing on the Cloud Services without Calabrio’s prior written consent; (i) disclose or publish, without Calabrio’s prior written consent, performance statistics or the results of any benchmark test performed on the Cloud Services; or (j) use the Cloud Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights.

3. PROPRIETARY RIGHTS

General. Nothing in this EULA will cause the ownership of any intellectual property of any kind or nature (“Intellectual Property Rights”) belonging to one Party to be transferred to the other.

Calabrio Property. Subject to the limited rights expressly granted to you herein, as between Calabrio and you, Calabrio (and its licensors) retain and reserve all rights, title and interest (including any and all Intellectual Property Rights associated therewith) in and to: the Cloud Services (including the software and any metadata created from the use thereof, but excluding any electronic data and information submitted, stored, or backed-up by you through use of the Cloud Services (“Customer Data”)); all representations, concepts, instructions, data, materials, and

information, including Documentation, generally released and supplied by Calabrio to you to use in connection with the Cloud Services (the “Calabrio Data”); all confidential information of Calabrio; any and all modifications of any of the foregoing (collectively “Calabrio Property”). All Calabrio Property will be, and will remain vested, solely and exclusively in Calabrio. Unless otherwise expressly agreed in writing by Calabrio, Calabrio Property will include any and all deliverables developed by Calabrio or its subcontractors in the course of providing professional services or otherwise (excluding any Customer Data incorporated therein). Except as expressly permitted under this EULA, you will have no right to modify, translate, enhance, improve, combine with other materials, create derivative works or other products based upon, sell, license, distribute, make available, or otherwise use, exploit or disseminate, in any manner, media or territory, any such deliverable. All rights in all Calabrio Property not expressly granted to you under this EULA are hereby reserved by Calabrio. You specifically acknowledge that the permitted use of Calabrio Property under this EULA will not vest in you, or in any Affiliates or in any of your agents or your Affiliate’s agents to whom you provide access to the Cloud Services (“Authorized Users”), any rights, title or interest in the Calabrio Property other than the limited rights set forth in this EULA. Without limiting the foregoing, no provision of this EULA will be construed as granting to you (or any of your Affiliates or Authorized Users) a license to, any right to access, or any other right in, the source code of any software. You will not obscure, alter, or modify any copyright, trademark, or other proprietary rights on the Cloud Services or Documentation.

Your Property. As between Calabrio and you (and your Affiliates and Authorized Users), all rights, title and interest in and to all Customer Data, together with all Intellectual Property Rights associated therewith, will be and remain vested in you. You grant Calabrio a royalty-free, worldwide, non-exclusive, non-transferable (except upon assignment of this EULA) license to host and use the Customer Data only to such extent as is necessary to enable Calabrio to provide the Cloud Services, including, without limitation, the provision of the related support services and to perform its obligations in connection this EULA. You warrant that you own the Customer Data and/or are otherwise entitled to grant the foregoing license. If this EULA is terminated, the foregoing license will automatically terminate.

Feedback. You agree that any feedback, suggestions, ideas, or recommendations (collectively, “Feedback”) that may be made or provided to Calabrio by you or any of your Authorized Users with respect to the Cloud Services may be used by Calabrio in any manner, and you grant Calabrio and its affiliates a worldwide, perpetual, irrevocable, royalty fee license to use, disclose, exploit, and profit from such Feedback without any obligation to you.

Aggregate & Anonymized Information. You acknowledge that Calabrio collects, logs, and aggregates usage data as part of the normal operation of the Cloud Services (“Aggregated Data”). Subject to applicable law, Calabrio may use Aggregated Data for internal business purposes, including without limitation, operating the Cloud Services. The Aggregated Data is anonymized, and Calabrio’s use will not reveal or disclose Customer Data, and such anonymization will be irreversible. Calabrio will not sell Aggregated Data.

Third Party Software. You acknowledge that the Cloud Services and related services may include open source software and other third party software licensed to Calabrio or its licensors. Such open source software is provided to you in compliance with the applicable open source software licenses and will not require you to execute additional documentation prior to the utilization of the Cloud Services nor will it result in any change in ownership or public disclosure of Customer Data. A copy of the terms and conditions for such open source software is available upon request from Calabrio.

4. YOUR RESPONSIBILITIES

General. You are solely responsible for the acts and omissions of the Authorized Users while accessing and using the Cloud Services, including, without limitation, use of usernames, passwords, and other login credentials of you and any such Authorized Users. You will not permit Authorized Users to share login credentials. If you are subject to regulations under the Payment Card Industry Data Security Standards (“PCI-DSS”), you will assume responsibility for your compliance with all regulatory obligations under PCI-DSS, including any acts or omissions by your Authorized Users. You will comply with all applicable laws while using the Cloud Services, including call recording laws and laws regarding your obligation as a data controller or data processor under data protection laws. You are solely

responsible for all data defined and regulated under any applicable data protection laws, including, without limitation, personally identifiable information, protected health information, and personal data you collect, store, or back up through use of the Cloud Services. For the avoidance of doubt, Calabrio does not and will not assume any responsibility or be held liable for your failure to obtain the appropriate consents or adhere to data subject requests pursuant to applicable data protection laws. If you reasonably believe the Cloud Services do not allow you to perform your obligations under applicable data protection laws, you will notify Calabrio as soon as practicable.

Transmission of Data. You are responsible for securing a high-speed Internet connection and up-to-date “browser” software in order to access the Cloud Services. You expressly consent to Calabrio’s capture and storage of electronic communications and/or Customer Data as needed to provide the Cloud Services, and you acknowledge and understand that your electronic communications will involve transmission over the internet, and over various networks, only a small part of which may be owned and/or operated by Calabrio.

Customer Data. You acknowledge that Calabrio does not monitor the content of information collected, transmitted, or stored during your access to and use of the Cloud Services. Calabrio will not be responsible or liable for the content of any such collection, transmission, or storage of information. You will use the Cloud Services solely for your authorized and legal purposes. For the avoidance of doubt, Calabrio will not be deemed liable or responsible for any Customer Data exported to your internal storage facilities following any export of such Customer Data outside of the Cloud Services.

Connections Over the Internet. You acknowledge that use of or connection to the internet provides the opportunity for third parties to circumvent security precautions and illegally gain access to the Cloud Services. Calabrio does not and cannot guarantee the privacy, authenticity, or security of any information so transmitted over or stored in any system connected to the Internet. The foregoing does not relieve Calabrio of applying the security standards, policies, and controls described in Calabrio’s trust center located at <https://trust.calabrio.com> or another successor portal operated by Calabrio (“Calabrio Trust Center”).

Hosting Services. You acknowledge and agree that Calabrio may use an external third party service provider for all or any portion of the hosting services provided as part of the Cloud Services. You will not use the Cloud Services in a manner that violates any terms and conditions of use established by such hosting provider. A complete list of third parties utilized by Calabrio is available at <https://trust.calabrio.com/subprocessors>.

5. COMPLIANCE

Export Compliance. The Cloud Services may be subject to export laws. Each Party agrees that it is not (and, solely in your case, none of your Authorized Users is) named on any United States (“US”), United Kingdom (“UK”), or European Union (“EU”) government denied party or sanctioned entity list. You agree that you will not permit any Authorized User to access or use the Products in an US, UK, or EU embargoed country, for the benefit of person or entity on any US, UK, or EU government denied party or sanctioned entity list, or otherwise in violation of any applicable export laws.

Anti-Corruption. Each Party will comply with all applicable laws relating to anti-bribery and anti-corruption, including without limitation the US Foreign Corrupt Practices Act, the UK Bribery Act 2010, the Organization for Economic Co-operation and Development Convention on Combatting Bribery of Foreign Public Officials in International Business Transactions, Singapore’s Prevention of Corruption Act (Cap. 241) and Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act (Cap. 65A), and all other similar laws applicable to this EULA. You represent and warrant that you have not received or been offered any illegal or improper bribe, kickback, payment, gift, or item of value from any Calabrio personnel or agent in exchange for purchasing the Cloud Services.

6. Artificial Intelligence (AI)

Generative AI. Certain Cloud Services may use technology known as “Generative AI,” which is a type of artificial intelligence technology that can produce various types of content. Generative AI may sometimes provide inaccurate

or inappropriate content. You have the responsibility to review output to verify accuracy and appropriateness. You will use discretion before relying on, publishing, or otherwise using content provided by Cloud Services powered by Generative AI. You are responsible for all management functions and decisions relating to the Generative AI, including, without limitation, evaluation and acceptance of the suggestions or information available from Generative AI.

Compliance with AI Regulations. You agree that you will not use the Cloud Services and related services, including any artificial intellectual technologies contained therein, to engage in any of the following practices: (a) using subliminal, manipulative, or deceptive techniques that distort a person's behavior so that they are unable to make informed decisions in a way that is likely to cause harm; (b) exploiting any vulnerabilities of individuals related to age, disability, or socio-economic circumstances; (c) creating or expanding facial recognition databases; (d) conducting biometric identification; (e) evaluating or classifying individuals based on their social behavior or personal traits (including social scoring or predictive profiling) leading to detrimental or unfavorable treatment; (f) assessing or predicting the risk of an individual committing a criminal offense based solely on their personal traits or on profiling; (g) inferring an individual's emotions on the basis of biometric data; or (h) categorizing individuals based on their biometric data. You acknowledge that the Cloud Services and related services are intended to be used for workforce engagement purposes, rather than making decisions impacting an individual's employment. You agree that you will not rely on output or metrics generated using the Cloud Services or related services for any of the following purposes: (w) making decisions affecting terms of work-related relationships, or the promotion or termination of work-related relationships; (x) allocating tasks to staff members based on their individual behavior or personal traits or characteristics; (y) monitoring or evaluating the behavior of staff members; or (z) recruiting or selecting individuals for employment. To the extent the EU Artificial Intelligence Act (Regulation (EU) 2024/1689) (the "AI Act") applies to your use of the Cloud Services or related services, you will refrain from carrying out any practices that are prohibited under Article 5 of the AI Act or that qualify as high-risk under Article 6 of the AI Act.

7. DATA PRIVACY

If applicable law requires the Parties to enter into an agreement regarding their respective data protection obligations, the Parties will agree to supplemental terms and conditions consistent with applicable law. Unless the Parties expressly agree in writing to be bound by other terms and conditions that reflect their respective data protection obligations, the then-current Data Protection Addendum posted in the Calabrio Trust Center will control.

8. NONDISCLOSURE

Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" means all trade secrets and other non-public or proprietary information, data, or materials disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), including information designated in writing as confidential or information which ought to be deemed confidential to the Disclosing Party given the nature of its content or the circumstances surrounding the disclosure, which will include any software, source code, specifications, documentation, business plans, financial information, and personal data. Information will not be deemed Confidential Information if the Receiving Party can prove that such information: (a) is or becomes generally known or available to the public through no fault of the Receiving Party; (b) was in the Receiving Party's possession prior to disclosure by the Disclosing Party; (c) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (d) has been independently developed by the Receiving Party without reference to Confidential Information of the Disclosing Party. Confidential Information of Calabrio includes all non-public information contained within or otherwise relating to the Cloud Services. Your Confidential Information includes the Customer Data.

Protection of Confidential Information. The Receiving Party will: (a) not use any Confidential Information of the Disclosing Party for any purpose other than the performance of its obligations, or exercise of its rights expressly granted, under this EULA; (b) not disclose any Confidential Information of the Disclosing Party except as authorized under this EULA; and (c) use at least the same amount of care and diligence, which will at least be a reasonable level of care, in protecting Confidential Information of the Disclosing Party as it uses for its own Confidential Information (it being understood and agreed that unauthorized access to Customer's Confidential Information which is not due

to a breach by Calabrio of its security obligations will not be deemed a breach of this Section). The Receiving Party will limit any access to Confidential Information to those Affiliates, employees, and authorized representatives ("Personnel") with a need to know and will instruct them to keep such information confidential, provided that any breach of the terms of this EULA by such Personnel will be deemed a breach by the Receiving Party.

Return or Destruction of Confidential Information. Upon the request of the Disclosing Party, the Receiving Party will return or destroy all Confidential Information of the Disclosing Party currently in the Receiving Party's possession.

9. SUPPORT

Ongoing support will be provided to Customer ("Support Services") and is included within any applicable subscription fees during the subscription term. Calabrio maintains the Customer Success Center where Customer may obtain the most recent version of Calabrio's [support services policy](#) ("Support Services Policy"). Calabrio will provide Support Services in accordance with the terms contained in its then-current Support Services Policy.

10. SUSPENSION AND TERMINATION

Calabrio may, without liability, suspend the Cloud Services with or without notice to some or all of your Authorized Users: (a) following a possible or actual cyber security breach on Calabrio; (b) if required by a governmental or regulatory agency; (c) if an Authorized User is using a device that is causing technical or other problems to Calabrio's environment; or (d) if Calabrio reasonably believes you are using the Cloud Services for an illegal or unauthorized purpose.

Following expiration or termination of the subscription term, Customer Data will no longer be stored or accessible, except as specified herein. You will be provided fifteen (15) days following expiration or termination of the subscription term to download or export any remaining Customer Data. Following such fifteen (15) day period, Calabrio will delete or destroy all copies of Customer Data in Calabrio's possession or control. For the avoidance of doubt, this includes ensuring your instance of the Cloud Services is fully decommissioned. Notwithstanding the foregoing, you understand that Calabrio may be required to maintain an archival record for a duration of time to comply with applicable laws and internal policies.

11. WARRANTIES; DISCLAIMER

Warranties. Each Party represents and warrants to the other Party that: (a) it is a legal entity duly organized, validly existing, and in good standing; (b) it will comply with all laws applicable to its business for its respective obligations under this EULA; and (c) it has all requisite corporate power and authority to perform its obligations hereunder. You represent and warrant that any person accepting this EULA has authority to accept it for and on behalf of you.

DISCLAIMER. THE CLOUD SERVICES AND RELATED SERVICES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, AND CALABRIO DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES OF ANY NATURE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. CALABRIO DOES NOT WARRANT THAT THE PRODUCTS WILL MEET YOUR REQUIREMENTS OR NEEDS OR THAT THE OPERATION OF THE CLOUD SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. CALABRIO DOES NOT PROVIDE ANY WARRANTIES OR SUPPORT SERVICES FOR ANY MODIFICATIONS TO THE CLOUD SERVICES THAT MAY BE MADE BY YOU.

12. LIMITATION OF LIABILITY

Exclusion of Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR SIMILAR DAMAGES, FOR (A) LOSS OF PROFIT; (B) LOSS OF SALES, TURNOVER, REVENUE OR BUSINESS; (C) LOSS OF CUSTOMERS, CONTRACTS OR OPPORTUNITY; (D) LOSS OF OR DAMAGE TO REPUTATION OR

GOODWILL; (E) LOSS OF ANTICIPATED SAVINGS; (F) LOSS OF USE OF ANY HARDWARE OR SOFTWARE; (G) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA; (H) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; OR (I) PENALTIES OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY IMPROPER USE OF THE CLOUD SERVICES AND RELATED SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, AND EVEN IF SUCH DAMAGES ARE FORESEEABLE OR IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Limitation on Monetary Damages. Under no circumstances will Calabrio's liability under this EULA exceed the fees actually paid to Calabrio for the Cloud Services and related provided to you during the twelve (12) month period immediately preceding the date of the earliest act or omission giving rise to such liability.

Exclusions. The limitations in this Section will not apply to gross negligence, fraudulent acts, intentional misconduct, and any violation of Intellectual Property Rights.

13. GENERAL

Governing Law; Consent to Jurisdiction. This EULA is governed by New York law and both parties submit to the exclusive jurisdiction of the federal and state courts located in New York County, New York in relation to any dispute arising out of or in connection with this EULA or its subject matter. Each Party irrevocably waives, to the fullest extent permitted by applicable Law, any and all right to trial by jury in any legal proceeding arising out of or relating to this EULA.

Uniform Codes. This EULA will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the Uniform Commercial Code or the Uniform Computer Information Transactions Act (or any state's enactment thereof), and the United Nations Convention on the Limitation Period in the International Sale of Goods, and any subsequent revisions thereto, do not apply to this EULA.

Notices. All notices under this EULA will be in writing and sent via e-mail with confirmation of transmission to the notice contact. Either Party may provide a notice of a change of notice contact without the need to formally amend this EULA. Notice is effective only: (a) upon receipt by the receiving Party and (b) if the Party giving the notice has complied with the requirements of this Section. Notice to Calabrio will be sent to legal@calabrio.com. Notice to you will be sent to the authorized reseller from which you have purchased your subscription to the Cloud Services (unless you have provided an updated notice contact as set forth above).

Waiver of Contractual Right; Severability; Entire Agreement. The failure of either Party to enforce any provision of this EULA will not constitute a waiver or limitation of such Party's rights hereunder. If any part of this EULA is found to be unenforceable, it will not affect the validity or enforceability of any other provision of this EULA. This EULA sets forth the entire understanding of the Parties with respect to the subject matter of this hereof and supersedes any and all prior oral and written understandings, communications, and agreements. This EULA may not be amended or modified except by a written instrument signed by an authorized representative of each Party.

Updated Terms. Calabrio reserves the right to update the terms and conditions of this EULA from time to time. Such updated terms and conditions will apply to you upon Calabrio posting the updated terms and conditions to Calabrio's website located at www.calabrio.com.