By executing the Order Form referencing Dapresy Services, Client and Confirmit hereby agree to the addition of a new Schedule to the terms and conditions of the Agreement, effective on the date the Order Form is executed by Client ("Effective Date"). Capitalized terms not defined herein shall have the meaning ascribed to them in the Order Form or the Agreement. Except as modified herein, the terms of the Agreement remain unchanged and in full force and effect. Where any conflict arises between this Addendum and the Agreement, then the terms of this Addendum shall prevail and override the Agreement in relation to those conflicting terms.

DAPRESY SERVICE FOR SAAS

1. INTRODUCTION
1.1. Client is licensed under the Agreement to use Confirmit’s proprietary Software delivered for access to Client via Confirmit’s multitenant SaaS Hosting Environment (the access to use the Software on the Hosting Environment is referred to throughout the Agreement as the “Service”, but for the purposes of this Schedule, for clarity, will be referred to as the “Horizons SaaS”).
1.2. Confirmit offers, as an Add-On to Horizons SaaS, the "Dapresy Software", a software program which as of the Effective Date provides features for production and reporting of market research and customer/employee experience studies with capabilities for cross tabulation, PowerPoint production, infographic online distributed dashboards and closed loop customer feedback via modules such as StoryTeller, StoryCreator, CrossTab and MyStories.
1.3. Client wishes to use the Dapresy Software provided via the Dapresy multitenant software as a service offering (the ‘Dapresy SaaS”), where the Dapresy Software and the Dapresy SaaS are collectively referred to herein as “Dapresy Service”. The specific services to be provided by Confirmit in connection with the Dapresy Service will be reflected in the applicable Order Form, statement of work ("SOW"), or in a combination thereof.
1.4. Where any Order Form or SOW subject to the terms of the Agreement includes references to “Dapresy”, the terms “Service”, “Software” and “Documentation” in the Agreement shall be extended to include the “Dapresy SaaS”, the “Dapresy Software”, and the “Dapresy Documentation”, respectively, provided however that where the provisions of this Schedule, or the applicable Order Form or SOW, relating specifically to the Dapresy SaaS, the Dapresy Software, or the Dapresy Documentation differ from or conflict with the provisions of the Agreement, relating to the Service or Software, or Documentation, the provisions of this Schedule, the applicable Order Form and SOW shall control. For purposes of clarification, and subject to the provisions of this Section 1.4, the term “Licensed Materials” in the Agreement shall be extended to include “Dapresy Software”, “Dapresy Service” and “Dapresy Documentation”.
1.5. The terms and conditions herein are supplementary to the terms of the Agreement and are designed to address the fact that the Dapresy Service (i) is subject to different pricing, Acceptable Usage Policy ("AUP"), Service Level Agreement ("SLA"), maintenance, support, and security than Horizons SaaS, as further detailed herein; and (ii) may be made available via a different hosting infrastructure (including cloud) than the one on which Horizons SaaS is operated.
1.6. Any terms and conditions in this Schedule shall apply in relation to the Dapresy Service only.
1.7. To the extent the documents available from URLs included in this Schedule include defined terms, such defined terms shall apply solely in relation to those specific documents. To the extent those same documents include capitalized terms that are not defined herein, or herein, the Parties agree that a reasonable interpretation shall be made thereof taking into account the nature of the Dapresy Service and the context in which the Dapresy Service is offered and used. To the extent that the definitions used therein conflict with the definitions set forth in this Schedule, the definitions set forth in this Schedule shall control.
1.8. The URLs included in this Schedule and pointing to dapresy.com domains may be substituted with other URLs upon Confirmit providing written information thereof to Designated Users.
1.9. Any reference to the “Agreement” herein shall include Schedules, Addenda, Order Forms, SOWs, and any other documents executed between the Parties and making reference to the Agreement.

2. THE DAPRESY SERVICE
2.1. Client is granted access to, and use of, the Dapresy Service subject to the terms of the Agreement, this Schedule, and any related Order Form.
2.2. Should Client require running the Dapresy Software on models other than Dapresy SaaS, which, as described herein, is a standard multitenant SaaS model, the Parties shall mutually agree in writing to the applicable terms and costs thereof.
2.3. Client understands that, as of the Effective Date, the Dapresy Service is separate from the SaaS Service and that access thereto necessitates separate log-ins. Confirmit may at its reasonable discretion, upon informing the Designated Users, embed the Dapresy Software into the Horizons SaaS, and change the access method to be via the Horizons SaaS.
2.4. Subject to the remaining provisions of this Section 2.4, the provisions of the Agreement related to Designated Users and regulations of the use of Licensed Materials (which may be located in Articles 4 & 6 of the Agreement) shall fully apply to the Dapresy Service. Notwithstanding the provisions contained in the Agreement to the contrary:
   2.4.1. Notwithstanding anything to the contrary in the Agreement, unless otherwise expressly agreed in writing between the Parties, Client may not permit the use of Administrator User IDs by: (i) its Affiliates; or (ii) any of its stand-alone...
3. PERMITTED USE OF THE LICENSED MATERIALS

3.1. The provisions set forth in the Agreement related to permitted use of the Licensed Materials (which may be in Article 5) shall fully apply to the Dapresy Service, subject however to the adjustments for specific functionality of the Dapresy Software, described in the Dapresy Documentation. For purposes of clarification and not of limitation, the restrictions of making copies of the Documentation in the Agreement (which may be in Section 5.3) and the prohibition relating to resale or sublicense of the Licensed Materials shall fully apply to the Dapresy Service.

3.2. Client shall, and shall ensure that all users, use the Dapresy Service in accordance with the AUP applicable to the Dapresy Service (the “Dapresy AUP”), available from https://docs.dapresy.com/documents/dapresy_user_agreement.pdf and as amended from time to time. The Dapresy AUP is incorporated herein by reference.

4. DATA PROTECTION AND SECURITY STANDARDS

4.1. Client represents and warrants that at all times during the Term, Client has obtained and will continue to maintain all the necessary valid and binding right, license and consents to use, copy, modify, manipulate, distribute, share, process and analyze any Client Materials being provided by or on behalf of Client for processing via the Dapresy Service, and for Confirmit to process such data in accordance with the terms of the Agreement and this Schedule. As mentioned in the preceding sentence, the term Client Materials shall mean: (a) any surveys, questionnaires, reports, e-mail addresses, information, content, images, files, data including Personal Data, or other materials created in, collected into, inputted to, or imported into the Service by or on behalf of Client; (b) any materials in any format or medium whatsoever furnished to Confirmit by or on behalf of Client under this Agreement; or (c) any application Client builds to interact or interface with the Software, e.g. through the APIs. For the purpose of this definition, any reference to Client shall include any Client Affiliate and any Contractor working on Client’s and Client Affiliate’s behalf.

4.2. As it pertains to any terms and conditions relating to security and data protection agreed to between the Parties as part of the Agreement, Client acknowledges and agrees that, notwithstanding anything to the contrary in the Agreement or in any other signed writing between the Parties, as of the Effective Date (i) the Personal Data to be processed via the Dapresy Service will be processed and hosted on servers (including cloud servers) managed by or on behalf of Confirmit other than those used for the Horizons SaaS; (ii) such servers may be managed by third-party suppliers other than those used for the Horizons SaaS, provided however that Confirmit remains responsible for the acts and omissions of such providers in relation to the Dapresy Service; (iii) the location of the Dapresy Service shall be agreed in writing between the Parties at Effective Date, and selected amongst those offered by Confirmit at such time (iv) Client accepts that the location of the Dapresy Service may be different than the one of the Horizons SaaS; (v) the terms of the Agreement applicable to the replacement of third-party suppliers, managing the Horizons SaaS, or change of the location of the Horizons SaaS, shall also apply to the Dapresy Service; (vi) personnel of Confirmit’s and Dapresy’s group of companies are hereby permitted by Client to process Client Personal Data provided that such processing shall be restricted to the purposes outlined in this Schedule and in the Agreement, and always subject to confidentiality, data protection and security standards comparable in scope with those set forth herein. Where processing of Personal Data by Confirmit and Dapresy Affiliates takes place outside of the European Economic Area (“EEA”), such Affiliates shall have entered into between themselves the European Union Standard Contractual Clauses (“SCCs”) in accordance with the EU General data Protection Regulation (“GDPR”) article 46 (2) c. Upon Client’s request, Confirmit shall provide a copy of the signed agreements to Client; and (vii) to the extent Client’s Personal Data originating from data subjects within the EEA is being processed by subprocessors of Confirmit or Dapresy outside of the EEA, Confirmit or Dapresy, as applicable, shall have (x) assessed that such international data transfers are permitted under the GDPR, such as in accordance with the EU Commission’s adequacy decisions or other approved transfer models, or (y) have entered into SCCs with such subprocessors, in accordance with the GDPR.

4.3. The operational, security and data protection standards for the Dapresy Service shall throughout the Term be substantially aligned with those available here: https://dapresy.freshdesk.com/support/solutions/folders/7000040738.

4.4. If Client has performed security reviews or tests of the Horizons Software or Horizons SaaS, or has audited or reviewed Confirmit’s operations, or has obtained security reports or audit reports related to Confirmit, the Horizons Software or Horizons SaaS (the foregoing jointly referred to as the “Reports”), Client hereby acknowledges that the Reports may not be applicable to the Dapresy Service, provided however that Confirmit will use its reasonable efforts to have in place by end of 2021 an ISO 27001 certification for the Dapresy Service. Confirmit further undertakes to maintain thereafter either SOC2, ISO 27001 or similar industry-recognized audited standards or certifications.

5. PRICING AND FEES

5.1. The pricing applicable to the use of the Dapresy Service, as well as any implementation services, training and other consulting services, shall be set out in an Order Form, SOW or other ordering document agreed to and signed by the Parties. For the avoidance of doubts, provisions of the Agreement related to price changes, payment, mergers and
9.6. Initial training and onboarding

9.6.1. Client agrees to the following:

9.6.1.1. Administrator Users will take the online course(s) identified to them by Confirmit, and finish this requirement prior to their on-site workshop. Confirmit reserves the right to delay the on-site workshop if these courses are not completed.

9.6.1.2. Client agrees to an initial “kick-off” meeting prior to the on-site workshop to review the scope of their needs, understand what is expected from Confirmit to ensure success, discuss any specific project requirements (for example, a tracking study) and share with Confirmit actual files that can be used in the workshop.

9.6.1.3. Client agrees it is their responsibility to ensure that the Administrator Users take the workshop experience seriously to ensure their learning the Dapresy Software.

9.6.2. Client will provide a conference room (or equivalent) space to accommodate the number of trainees and instructor. This space must have high speed Wi-Fi internet connections for all attendees. A monitor or projector needs to be available so the trainer can present his screen. Trainees will be expected to focus on the training to ensure proper learning; this means cell phones off and no emails. There will be adequate breaks provided to handle business.

9.6.3. Client agrees that post-training, all Administrator Users will agree to a 60-day plan (which may entail weekly acquisitions, and CPI adjustments (which may be in Articles 2 through 5 of Schedule 2 of the Agreement) shall equally apply to the Dapresy Service.

5.2. Any use of the term “License Fees” in the Agreement shall apply to the fees payable for the Dapresy Service.

5.3. Any use of the term “Additional Services” in the Agreement shall apply to any contracted implementation services, training and other consulting services in relation to the Dapresy Service.

5.4. As and if additional modules of the Dapresy Software are developed and brought to market beyond those included in the Dapresy Software as of the Effective Date, such modules shall be considered as Add-Ons as defined in the Agreement.

6. SERVICE LEVEL AGREEMENT

6.1. The SLA applicable to the Dapresy Service ("Dapresy SLA") shall be the one available from https://docs.dapresy.com/documents/dapresy_user_agreement.pdf. To the extent such terms overlap or conflict with the terms in the Agreement, the Dapresy SLA terms shall prevail.

6.2. Confirmit does not warrant nor guarantee the performance of API connections that use third-party components.

7. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

7.1. For the purpose of this Schedule, the terms and conditions relating to ownership and intellectual property rights (which may be Article 9 of the Agreement) shall be equally applicable to Dapresy Service.

7.2. Client shall, and will ensure that Client Affiliates and Contractors shall, include the Dapresy Software default attribution (as of the Effective Schedule Date being “Powered by Dapresy”) in all templates. Any attribution made by Client, Client Affiliates, or Contractors shall not infer that Client, Client Affiliates, Contractors, or any third-party owns or states any claim to the IPR in the Licensed Materials, including without limitation in the Dapresy Software, Dapresy Documentation, or Dapresy SAAS.

8. WARRANTIES, LIMITATIONS OF LIABILITIES

8.1. For the purpose of this Schedule, the warranties in the Agreement (which may be in Article 10 of the Agreement) shall be equally applicable to Dapresy Service; provided however that all the references therein to Documentation and SLA shall be deemed references to Dapresy Documentation and Dapresy SLA.

9. DAPRESY SERVICE

9.1. A description of the functionalities of the Dapresy Service is detailed in the applicable Dapresy Documentation. As of the Effective Date, the following applies:

9.2. The Dapresy Service consists of the following:

- Administrator UserIDs
- Report User IDs
- Data points or bulk data
- Online / Onsite training
- Access to support and maintenance
- Client service team will guide initial setup to ensure proper use

9.3. The number and type of Dapresy User IDs, data points and the systems and the commercial terms of this Agreement shall be set forth in the applicable Order Form.

9.4. To ensure optimum performance, Administrator Users should have a high-speed Internet connection.

9.5. Hierarchies: A hierarchy is determined by 1:1 relationships between variables in your survey. In Professional edition you can have individual filters (Region, Product, Demo, etc) but you cannot have dynamic filtering based on relationships between variables. In Professional edition, for illustrative purposes, you can filter by Region, but you can't link a Region variable and State variable to dynamically path the State variable to only show NH, MA, RI, CT, VT, NY, PA (subject to change) as state options when "Northeast" is selected as Region. That functionality requires Enterprise license. With Enterprise license, you can easily link report users with correct hierarchical access rights. Additionally, extra functionality is unlocked in the charts and tables to dynamically compare or run analytics on different levels or groupings in the hierarchy that would otherwise not be possible in Profession Edition.

9.6. Initial training and onboarding

9.6.1. Client agrees to the following:

9.6.1.1. Administrator Users will take the online course(s) identified to them by Confirmit, and finish this requirement prior to their on-site workshop. Confirmit reserves the right to delay the on-site workshop if these courses are not completed.

9.6.1.2. Client agrees to an initial “kick-off” meeting prior to the on-site workshop to review the scope of their needs, understand what is expected from Confirmit to ensure success, discuss any specific project requirements (for example, a tracking study) and share with Confirmit actual files that can be used in the workshop.

9.6.1.3. Client agrees it is their responsibility to ensure that the Administrator Users take the workshop experience seriously to ensure their learning the Dapresy Software.

9.6.2. Client will provide a conference room (or equivalent) space to accommodate the number of trainees and instructor. This space must have high speed Wi-Fi internet connections for all attendees. A monitor or projector needs to be available so the trainer can present his screen. Trainees will be expected to focus on the training to ensure proper learning; this means cell phones off and no emails. There will be adequate breaks provided to handle business.

9.6.3. Client agrees that post-training, all Administrator Users will agree to a 60-day plan (which may entail weekly acquisitions, and CPI adjustments (which may be in Articles 2 through 5 of Schedule 2 of the Agreement) shall equally apply to the Dapresy Service.

5.2. Any use of the term “License Fees” in the Agreement shall apply to the fees payable for the Dapresy Service.

5.3. Any use of the term “Additional Services” in the Agreement shall apply to any contracted implementation services, training and other consulting services in relation to the Dapresy Service.

5.4. As and if additional modules of the Dapresy Software are developed and brought to market beyond those included in the Dapresy Software as of the Effective Date, such modules shall be considered as Add-Ons as defined in the Agreement.
meetings) to address usability questions, issues and concerns. Client further agrees that Administrative Users will make best efforts to read release notes and newsletters to stay updated on capabilities and attend the scheduled “Expert Series” 30-minute webinars for more in-depth advanced training. These webinars are recorded and available online. The knowledge base, currently available via the Dapresy Software, contains a comprehensive explanation of most Dapresy Software functions.

9.6.4. Client acknowledges that Administrator Users and Report Users can view and modify charts and change tables within a StoryTeller dashboard. StoryTeller can export data views to PDF as images, and to PowerPoint as layered images and editable text boxes (but not as native PowerPoint). For those users that require raw data access, the cross-table tool allows sophisticated data queries that can be exported to Excel.

9.6.5. Client acknowledges that the StoryCreator is designed for standard PowerPoint production and outputs native PPT editable charts & tables, subject to the product release schedule.

9.6.6. Client acknowledges that the Dapresy Service is a SaaS platform used by multiple users. It is designed to be highly configurable but not fully customizable since custom changes affect all users. Project requirements must fall within existing Dapresy Software functionality. Typically, the Dapresy Service can handle most user configurations, requirements and functional needs, but Confirmit does not commit to being able to achieve identical replication of the specifications.

9.7. Support and Maintenance
9.7.1. Support terms applicable to the Dapresy Service are available from https://docs.dapresy.com/documents/dapresy_user_agreement.pdf and maintenance terms are available in the Dapresy SLA.

9.7.2. Client acknowledges and agrees that the Dapresy help desk (support@dapresy.com) provides support for all Administrator Users. Contacting support will generate a job ticket and notify multiple Confirmit employees of the issue. A response – not necessarily a solution – is typically provided within 2 hours of when the Administrator User contacts the help desk within the published support hours. If the issue is a technical problem, it is escalated to Dapresy’s development team who then determine and provide the solution timeline.

9.7.3. Support and maintenance for the Dapresy Service may be provided by a team different that the one supporting the Dapresy Service.

9.7.4. Dapresy reserves the right to perform upgrades and maintenance of the Dapresy Service (including version changes). This may lead to the Dapresy Service being temporarily unavailable to the Client and respondents.

9.8. Data Files: Client is fully responsible for supplying data files as set forth in this paragraph in a system compatible format that meets the requirements of Client projects. For survey data, the Dapresy Service has API connections to some survey systems, and if Client or their supplier uses these survey systems the connection will ensure proper data format. If there is no API connection, Client will use SPSS, Triple-S or Excel/CSV raw data files in a format compatible with the Dapresy Service, or other pre-approved formats. For non-survey data, Client will use appropriate Excel/CSV files in a format specified for the specific project needs. During the implementation phase, Client agrees to provide direct access to their data team or their data vendor to ensure these formats are clearly specified. If Client or their vendor requires Confirmit to manipulate their data files, this service can be provided for an additional fee to those specified in this contract. However, it is the intent to have Client or their vendor to provide proper data file based upon Dapresy Documentation.

9.9. Data Quality Control: Confirmit is responsible for providing overall Dapresy Service functionality and the ability to configure the Dapresy Service to present data within the core capabilities of the Dapresy Software. Client is responsible for checking the data and the “quality control” process needed to ensure data accuracy. Confirmit is responsible for providing guidance (per Data Files section above) to ensure the structure of the data file will be compatible with the Dapresy Software. Confirmit is not responsible for data integrity due to inaccurate or incomplete data files and will not check nor is responsible for accuracy or complete data.

9.10. Turnkey solutions
9.10.1. At times, the Client may require Confirmit to build a functional dashboard. Except to the extent otherwise set forth in an applicable SOW or Order Form, this type of consultation requires the Client to support the initiative from start to finish and this process includes 4 phases.

1. Phase 1 includes debriefing Confirmit on the project scope, confirming timeline, ensuring data is provided to Confirmit in a Confirmit friendly format and working closely with Confirmit on wireframing the project. Wireframing includes detailing and agreeing on the number of dashboard slides, navigation/flow, filters, variables, calculations (and formulas) with to intent to deliver within the scheduled hours and timeline.

2. Phase 2 includes designing the dashboard via an image editing software, providing the client a flat file where the client is to sign off on colors, logos, skin design, login design, etc.

3. Phase 3 is the production of the Dashboard based on the wireframe scope and the designs.

4. Lastly, phase 4 is distribution to the report users. It is understood that finalization might require cosmetic changes to positioning of objects, colors, etc. and these will not delay any payments.

9.10.2. Confirmit will provide a cost estimate and number of hours required +/-10% for each phase above. Depending upon Client changes to the scope, the price may increase/decrease.

9.10.3. Client acknowledges that all timelines provided by Confirmit are subject to Confirmit having working data files (per Data Files section above), and the delay of these files will delay any agreed to delivery dates.

9.10.4. Confirmit will make reasonable efforts to work closely with Client to build a “functional” dashboard. Functionality
is defined as the data and calculations being accurate and the agreed scope of the wire frame being met. It is understood that finalization might require cosmetic changes to positioning of objects, colors, etc., and these will not delay any payments.

9.11. **Client Service Hours:** Client service hours (post training) can be used for project consultation, design services and templates production and are valid for one (1) Contract Year in which they are purchased. For the purposes of this paragraph the term “Contract Year” means each twelve-month period within the term of the Order Form. These hours may not be used for Client’s requests to build a functional dashboard or for turnkey solutions, such initiatives shall be priced and agreed separately. If Client requires Confirmit to provide Client consultation beyond those hours purchased in the applicable SOW or Order Form, they will be billed for an additional fee at the mutually agreed rates. Any unused Client service hours at the end of the applicable Contract Year will not be reimbursed nor transferred for use to subsequent periods unless agreed differently in the applicable SOW.

9.12. **Dapresy Professional Features:** To the extent Client is operating under the Dapresy Professional license, it may have been provided access to feature-sets that are only available to Clients operating under the Dapresy Enterprise license. Confirmit retains the right to remove such features at any time.

10. **DEFINITIONS**

10.1. The following definitions shall be applicable to the terms used in the text of this Schedule unless expressly stated otherwise in the text.

10.1.1. **Administrator User**: a user, assigned Administrator User ID.

10.1.2. **Administrator User ID**: a type of Dapresy User ID, allowing a user to perform the following processes: (i) create projects; (ii) import data; (iii) design dashboard; and (iv) distribute dashboards to persons having Report User IDs, to the extent supported by the features available in the version (Professional versus Enterprise) licenses by Client.

10.1.3. **Dapresy**: Confirmit Affiliates which as of the Effective Date develop the Dapresy Software.

10.1.4. **Dapresy Documentation**: means any manuals, instructions, or other documents or materials that Dapresy or Confirmit provides or makes available to Client in any form or medium and which describe the functionality, components, features, or requirements of the Dapresy Service, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof, available under Manuals at https://portal.dapresy.com/.

10.1.5. **Dapresy User ID**: The unique access details for accessing and use of the Dapresy Service. Dapresy User IDs are offered with different permissions levels at different price levels as specified in the applicable Order Form. Dapresy User IDs include Administrator User ID and Report User ID.

10.1.6. **Report User**: a user, assigned a Report User ID.

10.1.7. **Report User ID**: a type of Dapresy User ID, allowing a user to view online cross tables and dashboards with access to filtering, export options along with access to Open-End and StoryCreator tools depending upon the access rights granted by the Administrator User to the Report User.