

Vivun Inc. - Recording, Consent & Communications Policy

This Recording, Consent & Communications Policy ("Recording Policy") governs the use of Vivun products and services containing Communication Features, as defined by the [Vivun Master Subscription Agreement](#). This Policy forms part of and is incorporated by reference into the [Vivun Master Subscription Agreement](#), the [Vivun User Terms of Service](#), the [Vivun Privacy Policy](#), the [Vivun Data Processing Addendum](#); and any applicable Order Form or other agreement governing the Services.

To the extent of any conflict, the provisions of this Recording Policy shall govern solely with respect to Communication Features.

1. Scope.

a. Certain Vivun Services permit Customers to:

- i. record meetings;
- ii. record telephone calls;
- iii. capture video conferences;
- iv. transcribe conversations;
- v. summarize discussions;
- vi. analyze communications using artificial intelligence;
- vii. generate notes, action items, coaching recommendations, sales intelligence, customer insights, or other derivative outputs;
- viii. process communications through integrated third-party services.

b. These capabilities may be available directly within the Services or through integrations with third-party providers including, without limitation, Zoom, Microsoft Teams, Google Meet, Salesforce, Slack, telephony providers, conferencing platforms, browsers, browser extensions, or other connected applications.

2. Customer Responsibility; Required Notice and Consent

- #### a. Customer acknowledges, agrees, and accepts that Customer bears the sole and exclusive responsibility for determining whether, when, where, and under what circumstances any Communication Feature may lawfully be enabled or used. Customer further acknowledges and agrees that Customer is solely responsible for ensuring that its access to and use of the Services, any Communication Feature, and all Communications processed through the Services comply at all times with all applicable laws, regulations, governmental requirements, court orders, regulatory guidance, contractual obligations, industry standards, professional obligations, employment requirements, and organizational policies applicable to Customer, its Authorized Users, its business, and any participant

whose Communications may be collected, recorded, monitored, transcribed, analyzed, summarized, processed, stored, transferred, or otherwise used through the Services.

- b. Customer acknowledges that laws and legal requirements governing, among other things, recording, wiretapping, interception, eavesdropping, monitoring, surveillance, telecommunications, privacy, data protection, cross-border data transfers, employment practices, labor relations, consumer protection, biometrics, artificial intelligence, confidential communications, and information security vary significantly among jurisdictions, may apply simultaneously across multiple jurisdictions, are subject to conflicting legal requirements, and may change at any time without notice.
- c. Accordingly, regardless of whether applicable law requires the consent of one participant, all participants, or no participant, Customer shall provide clear, conspicuous, and affirmative notice to all participants, prior to the commencement of any recording or other use of a Communication Feature, that: (i) Vivun's Services and/or Communication Features are being used; (ii) the communication may be recorded, transcribed, monitored, analyzed, summarized, processed, or otherwise captured using Vivun's Services or artificial intelligence technologies; and (iii) such communications and any related content may be stored and processed in accordance with Customer's instructions and the governing agreement between Customer and Vivun. Customer shall not rely upon Vivun, any third-party platform, or any integrated application to provide such notice or to obtain any legally required consent on Customer's behalf. Customer is solely responsible for ensuring that such notice is provided in a timely manner, that any required consent is obtained before any Communication Feature is activated, and that participants are afforded any rights required by applicable law, including the opportunity to decline participation or recording where required.
- d. Customer further acknowledges and agrees that Vivun neither undertakes nor assumes any responsibility, duty, or obligation to determine which laws, regulations, or other legal requirements apply to Customer, its Affiliates, Authorized Users, employees, contractors, agents, customers, invitees, meeting participants, or any other person whose Communications may be processed through the Services. Vivun does not determine whether Customer possesses a lawful basis for processing Communications or Customer Data, whether Customer has provided legally sufficient notice, obtained legally required consent, or otherwise satisfied any legal prerequisite to using a Communication Feature. Vivun does not represent or warrant that the Services, including any feature related to a Communication Feature, will automatically announce recording, display recording indicators, generate consent prompts, notify participants, obtain consent, pause recording, cease recording, verify participant acknowledgement, or satisfy any legal requirement regarding notice or consent. Certain integrations may display recording indicators while others may not, and Customer acknowledges and accepts that it may not rely upon any feature or integration for the satisfaction of Customer's legal obligations.

3. Third-Party Platforms

- a. Where Communication Features interact with, rely upon, or are made available through any third-party conferencing, messaging, telephony, browser, browser extension, customer relationship management (CRM), collaboration, communication, operating system, artificial intelligence, cloud, or other third-party platform, application, service, or integration (collectively, "Third-Party Platforms"), Customer acknowledges and agrees that the availability, functionality, operation, security, compliance, and legal

sufficiency of such Third-Party Platforms are outside of Vivun's control and may be modified, suspended, restricted, disabled, or discontinued at any time, with or without notice.

- b. Without limiting the foregoing, Customer acknowledges that Third-Party Platforms may, at any time and without notice: (i) alter or remove recording notification mechanisms; (ii) fail to display recording indicators or participant notifications; (iii) disable or modify consent workflows; (iv) fail to communicate participant consent status or recording status through application programming interfaces (APIs); (v) introduce software defects, interruptions, delays, or inaccuracies; (vi) modify or withdraw functionality relied upon by the Services; or (vii) otherwise affect the operation or legal compliance of any Communication Feature.
- c. Customer shall not rely upon any Third-Party Platform, or any functionality, notification, recording indicator, consent prompt, API response, or other feature thereof, as satisfying Customer's legal obligations under applicable law.

4. Customer Representations, Warranties, and Continuing Covenants

- a. Customer represents, warrants, and covenants, on a continuing basis throughout Customer's use of the Services, that:
 - i. Customer represents, warrants, and covenants that it has complied, and shall continue to comply, with the obligations set forth in this Policy.
 - ii. Every Communication, recording, transcript, summary, AI-generated output, and other Customer Data submitted to or processed through the Services has been lawfully collected and may lawfully be processed for the purposes authorized by Customer;
 - iii. Customer acknowledges that every instruction issued through the Services constitutes a documented instruction to Vivun for purposes of the DPA.
 - iv. Customer possesses, and shall maintain throughout the Term, all legal rights, licenses, permissions, and authority necessary to authorize Vivun and its Affiliates, subprocessors, and service providers to process such Communications and Customer Data in accordance with the governing Agreement;
 - v. Customer's use of the Services and all Communication Features complies, and shall continue to comply, with all applicable laws, regulations, governmental guidance, court orders, contractual obligations, employment requirements, collective bargaining obligations, organizational policies, and industry standards;
 - vi. Customer shall immediately suspend or discontinue any recording, monitoring, transcription, or other processing where required by applicable law or where Customer becomes aware that continued processing may violate applicable law;
 - vii. Customer shall promptly notify Vivun if Customer becomes aware that any Communication or Customer Data was collected, recorded, or submitted in violation of applicable law or without any legally required authorization or consent; and

viii. Customer shall not issue any instruction to Vivun that would require Vivun to violate applicable law or infringe the rights of any third party.

b. Any actual or threatened breach of this Section shall be subject to the remedies set forth in the 'Material Breach; Remedies' section of this Policy.

5. No Legal Advice; No Compliance Determination

a. Vivun develops and licenses software and related technology. Vivun does not provide legal advice, legal opinions, regulatory guidance, compliance consulting, or legal determinations regarding Customer's use of the Services.

b. Nothing contained in the Services, Documentation, Help Center, APIs, implementation materials, training materials, marketing materials, customer communications, technical support, Professional Services, product functionality, user interface, recording indicators, consent prompts, AI-generated outputs, or any statement by Vivun or its personnel shall constitute or be construed as legal advice, a legal opinion, a representation regarding legal compliance, or a determination that Customer's use of the Services complies with applicable law.

6. Suspension; Restriction; Termination of Communication Features

a. Vivun reserves the right, at any time and in its sole discretion, with or without prior notice, to suspend, disable, restrict, modify, limit, remove, or terminate Customer's access to any Communication Feature, any portion of the Services, or the Services in their entirety, where Vivun reasonably believes, suspects, or determines that Customer's use, or the use of any Authorized User or other person acting on Customer's behalf:

i. violates or may violate any applicable law, regulation, governmental order, or regulatory guidance;

ii. infringes, misappropriates, or otherwise violates the rights of any third party, including privacy, publicity, intellectual property, contractual, employment, or confidentiality rights;

iii. fails to provide legally required notices or obtain legally required consents;

iv. creates, or is reasonably likely to create, legal, regulatory, contractual, reputational, operational, or security risk for Vivun, its Affiliates, sub-processors, customers, partners, or any third party;

v. violates this Policy, the governing Agreement, any applicable Order Form, the Acceptable Use Policy, or any other Vivun policy;

vi. compromises or threatens the security, integrity, confidentiality, availability, reliability, or proper operation of the Services or any Third-Party Platform;

vii. interferes with, degrades, or disrupts the Services or the use and enjoyment of the Services by any other customer or user;

viii. is fraudulent, deceptive, abusive, unauthorized, or otherwise inconsistent with the intended purpose of the Services; or

- ix. otherwise exposes, or is reasonably likely to expose, Vivun to civil liability, criminal liability, governmental investigation, regulatory enforcement, litigation, subpoena, injunction, monetary damages, fines, penalties, or other legal or commercial risk.
- b. Vivun shall have no obligation to investigate, independently verify, or conclusively determine that any violation has occurred before exercising its rights under this Section. Vivun may act upon complaints, governmental inquiries, information received from third parties, automated detection systems, or its own reasonable judgment, and Customer acknowledges that such action may be taken on a preventative basis to protect the Services, Vivun, or third parties.
- c. Any suspension, restriction, modification, disabling, or termination under this Section may remain in effect for such period as Vivun reasonably determines is necessary to investigate, mitigate, or resolve the underlying issue. Nothing in this Section shall obligate Vivun to restore access following any suspension or restriction.

7. Material Breach; Remedies

- a. The obligations set forth in this Policy are material obligations and material conditions of Customer's and its Authorized Users' right to access and use the Services and any Communication Feature. Customer acknowledges and agrees that strict compliance with this Policy is essential to Vivun's ability to provide the Services in a lawful and secure manner.
- b. Any violation of, actual or threatened breach of, failure to comply with, or breach of this Policy by Customer, any Authorized User, or any other person acting on Customer's behalf shall constitute a material breach of the governing Agreement, regardless of whether such breach results in actual harm, damages, regulatory action, or third-party claims. Without limiting any other rights or remedies available to Vivun under the governing Agreement, at law, or in equity, Vivun may, in its sole discretion and without prior notice, suspend, disable, restrict, modify, terminate, or permanently revoke Customer's or any Authorized User's access to any Communication Feature or the Services in whole or in part if Vivun reasonably believes that Customer has breached, is breaching, or is reasonably likely to breach this Policy or that Customer's continued use of the Services may expose Vivun or any third party to legal, regulatory, contractual, operational, reputational, or security risk.
- c. Customer shall promptly cooperate with Vivun in investigating and remedying any actual or suspected breach of this Policy and shall promptly provide such information, certifications, and documentation as Vivun may reasonably request to verify Customer's compliance. Customer shall immediately cease any activity identified by Vivun as giving rise to an actual or potential violation of this Policy until such time as the issue has been resolved to Vivun's reasonable satisfaction.
- d. Customer acknowledges and agrees that any breach of this Policy may cause irreparable harm to Vivun for which monetary damages alone would be an inadequate remedy. Accordingly, in addition to any other rights or remedies available under the governing Agreement or applicable law, Vivun shall be entitled to seek immediate injunctive relief, specific performance, or other equitable remedies, without the necessity of posting bond or proving actual damages, to prevent or remedy any actual or threatened violation of this Policy, to the extent permitted by applicable law.

8. Indemnification

a. Without limiting, and in addition to, any indemnification obligations contained in the Master Subscription Agreement or any other governing agreement, Customer shall, at its sole expense, defend, indemnify, and hold harmless Vivun, its Affiliates, licensors, subprocessors, service providers, and each of their respective officers, directors, employees, contractors, agents, successors, and assigns (collectively, the "Vivun Indemnified Parties") from and against any and all claims, demands, actions, causes of action, complaints, investigations, audits, subpoenas, regulatory or administrative proceedings, governmental enforcement actions, fines, penalties, sanctions, judgments, settlements, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, expert fees, court costs, and expenses of investigation, arising out of, relating to, or resulting from:

- i. Customer's or any Authorized User's use of any Communication Feature;
- ii. Customer's breach of this Policy, the governing Agreement, or any representation, warranty, covenant, instruction, or obligation relating to Communication Features, including, without limitation, any failure to provide legally required notice, obtain legally required consent, authorization, approval, or permission, comply with applicable law, lawfully collect or process Communications or Customer Data, or otherwise satisfy Customer's obligations under this Policy;
- iii. any actual or alleged unlawful, unauthorized, improper, or infringing recording, monitoring, interception, transcription, summarization, analysis, storage, disclosure, transfer, or other processing of any Communication, Customer Data, or information subject to heightened legal protection, including biometric information, voiceprints, protected health information, financial information, children's information, export-controlled information, or classified information; or
- iv. any act or omission of Customer, its Authorized Users, employees, contractors, agents, service providers, invitees, participants, or any other person acting on Customer's behalf or at Customer's direction in connection with the Services or any Communication Feature.

b. Customer's obligations under this Section shall apply regardless of whether the applicable matter is brought or initiated by a participant in a Communication, Customer's employee, contractor, customer, governmental authority, regulator, labor organization, Third-Party Platform provider, or any other person or entity, and regardless of whether such matter alleges negligence, statutory liability, strict liability, actual or threatened regulatory violation, actual or threatened breach privacy violation, employment-related claim, biometric claim, consumer protection claim, or any other theory of recovery.

c. The obligations set forth in this Section shall survive the expiration or termination of the Agreement and shall apply regardless of whether Vivun suspends, restricts, disables, modifies, or terminates Customer's access to the Services or any Communication Feature. The remedies provided in this Section are cumulative and in addition to all other rights and remedies available to Vivun under the Agreement, at law, or in equity.

9. Reimbursement of Regulatory Costs

Customer shall promptly reimburse Vivun for all reasonable costs, expenses, attorneys' fees, expert fees, employee time, and other amounts incurred by Vivun in responding to any subpoena, governmental inquiry, regulatory investigation, audit, civil investigative demand, or third-party discovery request arising out of or

relating to Customer's use of the Services or any Communication Feature, except to the extent such matter arises solely from Vivun's independent violation of applicable law.

10. Allocation of Compliance Responsibilities; Disclaimer of Legal Advice; Limitation of Liability Relating to Communication Features

- a. WITHOUT LIMITING SECTION 7, CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT VIVUN HAS NO RESPONSIBILITY FOR, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW SHALL HAVE NO LIABILITY WHATSOEVER ARISING OUT OF OR RELATING TO: (I) DETERMINING WHICH APPLICABLE OR FUTURE LAWS, REGULATIONS, GOVERNMENTAL REQUIREMENTS, REGULATORY GUIDANCE, COURT ORDERS, INDUSTRY STANDARDS, CONTRACTUAL OBLIGATIONS, OR ORGANIZATIONAL POLICIES GOVERN CUSTOMER'S USE OF THE SERVICES OR ANY COMMUNICATION FEATURE, OR APPLY TO CUSTOMER, ITS AFFILIATES, AUTHORIZED USERS, EMPLOYEES, CONTRACTORS, AGENTS, CUSTOMERS, INVITEES, MEETING PARTICIPANTS, OR ANY OTHER PERSON WHOSE COMMUNICATIONS ARE PROCESSED THROUGH THE SERVICES; (II) CUSTOMER'S INTERPRETATION OF, RELIANCE UPON, OR COMPLIANCE WITH ANY APPLICABLE OR FUTURE LAW, REGULATION, GOVERNMENTAL REQUIREMENT, REGULATORY GUIDANCE, COURT ORDER, CONTRACTUAL OBLIGATION, INDUSTRY STANDARD, OR ORGANIZATIONAL POLICY, INCLUDING THE SUFFICIENCY, TIMING, FORM, DELIVERY, EFFECTIVENESS, OR LEGAL ADEQUACY OF ANY NOTICE, DISCLOSURE, ACKNOWLEDGMENT, AUTHORIZATION, PERMISSION, WAIVER, OR CONSENT; (III) CUSTOMER'S FAILURE TO PROVIDE LEGALLY REQUIRED NOTICES OR DISCLOSURES OR TO OBTAIN, DOCUMENT, MAINTAIN, RENEW, OR VERIFY ANY LEGALLY REQUIRED CONSENT, AUTHORIZATION, APPROVAL, PERMISSION, OR OTHER LAWFUL BASIS PRIOR TO RECORDING, MONITORING, INTERCEPTING, TRANSCRIBING, SUMMARIZING, ANALYZING, PROCESSING, STORING, TRANSFERRING, OR OTHERWISE USING ANY COMMUNICATION OR CUSTOMER DATA; (IV) ANY UNLAWFUL, UNAUTHORIZED, NEGLIGENT, FRAUDULENT, DECEPTIVE, OR OTHERWISE IMPROPER USE OF THE SERVICES OR ANY COMMUNICATION FEATURE BY CUSTOMER, ITS AFFILIATES, AUTHORIZED USERS, EMPLOYEES, CONTRACTORS, AGENTS, SERVICE PROVIDERS, CUSTOMERS, INVITEES, PARTICIPANTS, OR ANY OTHER PERSON ACTING ON CUSTOMER'S BEHALF OR AT CUSTOMER'S DIRECTION; (V) ANY CLAIM, DEMAND, COMPLAINT, INVESTIGATION, SUBPOENA, CIVIL INVESTIGATIVE DEMAND, AUDIT, GOVERNMENTAL INQUIRY, REGULATORY ENFORCEMENT PROCEEDING, ARBITRATION, LITIGATION, FINE, PENALTY, SANCTION, INJUNCTION, JUDGMENT, SETTLEMENT, DAMAGES, LOSS, LIABILITY, COST, OR EXPENSE ARISING OUT OF OR RELATING TO CUSTOMER'S USE OF THE SERVICES OR ANY COMMUNICATION FEATURE IN VIOLATION OF APPLICABLE LAW OR THE RIGHTS OF ANY THIRD PARTY; (VI) ANY ACT, OMISSION, INTERRUPTION, MODIFICATION, DEGRADATION, INACCURACY, UNAVAILABILITY, MALFUNCTION, FAILURE, OR DISCONTINUANCE OF ANY THIRD-PARTY PLATFORM, INCLUDING ANY FAILURE TO PROVIDE RECORDING NOTIFICATIONS, PARTICIPANT NOTICES, CONSENT PROMPTS, RECORDING INDICATORS, PARTICIPANT STATUS INFORMATION, APIS, OR ANY OTHER COMPLIANCE-RELATED FUNCTIONALITY; OR (VII) ANY CHANGE IN APPLICABLE LAW, REGULATION, GOVERNMENTAL INTERPRETATION, ENFORCEMENT PRIORITIES, JUDICIAL PRECEDENT, OR INDUSTRY

STANDARDS OCCURRING BEFORE, DURING, OR AFTER CUSTOMER'S USE OF THE SERVICES.

- b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER ASSUMES SOLE AND EXCLUSIVE RESPONSIBILITY FOR DETERMINING THE LEGALITY OF ITS USE OF THE SERVICES AND FOR ENSURING THAT ITS ACCESS TO AND USE OF THE SERVICES, INCLUDING ALL COMMUNICATION FEATURES, COMPLIES AT ALL TIMES WITH ALL APPLICABLE LAWS, REGULATIONS, GOVERNMENTAL REQUIREMENTS, COURT ORDERS, CONTRACTUAL OBLIGATIONS, EMPLOYMENT REQUIREMENTS, INDUSTRY STANDARDS, AND ORGANIZATIONAL POLICIES. CUSTOMER FURTHER ACKNOWLEDGES THAT SUCH OBLIGATIONS ARE CONTINUING IN NATURE AND SHALL APPLY NOTWITHSTANDING ANY CHANGE IN APPLICABLE LAW OR THE FUNCTIONALITY OF THE SERVICES OR ANY THIRD-PARTY PLATFORM.
- c. VIVUN SHALL HAVE NO DUTY OR OBLIGATION TO INVESTIGATE, AUDIT, MONITOR, VERIFY, VALIDATE, WARN CUSTOMER OF, OR OTHERWISE ENSURE CUSTOMER'S COMPLIANCE WITH APPLICABLE LAW, NOR SHALL VIVUN HAVE ANY OBLIGATION TO DETERMINE WHETHER CUSTOMER HAS PROVIDED LEGALLY SUFFICIENT NOTICE, OBTAINED LEGALLY REQUIRED CONSENT, ESTABLISHED A VALID LAWFUL BASIS FOR PROCESSING, OR OTHERWISE SATISFIED ANY LEGAL REQUIREMENT. CUSTOMER SHALL NOT RELY UPON THE SERVICES, ANY COMMUNICATION FEATURE, ANY THIRD-PARTY PLATFORM, ANY PRODUCT FUNCTIONALITY, RECORDING INDICATOR, CONSENT PROMPT, DOCUMENTATION, IMPLEMENTATION SERVICES, PROFESSIONAL SERVICES, CUSTOMER SUCCESS SERVICES, TECHNICAL SUPPORT, TRAINING, MARKETING MATERIALS, OR ANY ORAL OR WRITTEN COMMUNICATION FROM VIVUN AS EVIDENCE OF CUSTOMER'S LEGAL COMPLIANCE OR AS A SUBSTITUTE FOR CUSTOMER'S OWN INDEPENDENT LEGAL ANALYSIS.
- d. THE FOREGOING DISCLAIMERS AND ALLOCATIONS OF RESPONSIBILITY SHALL APPLY REGARDLESS OF WHETHER VIVUN HAS ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF CUSTOMER'S INTENDED USE OF THE SERVICES, HAS BEEN INFORMED OF CUSTOMER'S REGULATORY ENVIRONMENT OR COMPLIANCE OBJECTIVES, HAS ASSISTED WITH IMPLEMENTATION OR CONFIGURATION OF THE SERVICES, HAS RECOMMENDED OR ENABLED ANY COMMUNICATION FEATURE, OR HAS PROVIDED ANY DOCUMENTATION, TRAINING, PROFESSIONAL SERVICES, CUSTOMER SUCCESS SERVICES, TECHNICAL SUPPORT, OR OTHER ASSISTANCE. NO ACTION, OMISSION, STATEMENT, RECOMMENDATION, CONFIGURATION, PRODUCT FEATURE, OR COURSE OF DEALING BY VIVUN SHALL CREATE, OR BE DEEMED TO CREATE, ANY LEGAL DUTY, FIDUCIARY DUTY, SPECIAL RELATIONSHIP, ASSUMPTION OF DUTY, OR OTHER OBLIGATION ON THE PART OF VIVUN TO DETERMINE, MONITOR, ADVISE UPON, OR ENSURE CUSTOMER'S COMPLIANCE WITH APPLICABLE LAW.
- e. THE PROVISIONS OF THIS SECTION ARE A FUNDAMENTAL BASIS OF THE PARTIES' ALLOCATION OF RISK, SHALL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THE AGREEMENT, AND SHALL APPLY IN ADDITION TO, AND NOT IN LIMITATION OF, ANY OTHER DISCLAIMER,

LIMITATION OF LIABILITY, EXCLUSION OF DAMAGES, INDEMNIFICATION OBLIGATION, OR
ALLOCATION OF RESPONSIBILITY CONTAINED IN THE AGREEMENT OR APPLICABLE LAW.

11. Relationship to Other Policies

- a. This Policy supplements—and does not replace—the Master Subscription Agreement, User Terms of Service, Privacy Policy, Data Processing Addendum, and all applicable Order Forms.
- b. Nothing in this Policy modifies the allocation of controller/processor responsibilities established in the Data Processing Addendum or the Customer obligations contained in the Master Subscription Agreement.

12. Changes

Vivun may modify this Recording Policy from time to time in accordance with the amendment provisions contained in the governing agreements.